ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: SYNAGRO-WWT, INC.
7014 E. BALTIMORE ST.
BALTIMORE, MD 21224

DATE ISSUED: DECEMBER 28, 2010
CURRENT REFERENCE NO: 29-11

CONTRACT TITLE: DES - HAULING BIOSOLIDS

PRIOR REFERENCE NO: 29-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JANUARY 1, 2011 and expires on DECEMBER 31, 2011.

This is the FOURTH year award notice of a possible SIX year contract.

The contract documents consist of the terms, conditions, and specifications of Alexandria Sanitation Authority Contract for Services No. 07-12F and Agreement No. 6-08 including any exhibits, attachments, and amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT A AMENDED UNIT PRICES DATE NOVEMBER 29, 2010.

ATTACHMENTS:

1) EXHIBIT A AMENDED UNIT PRICES
2) ALEXANDRIA SANITATION AUTHORITY CONTRACT FOR SERVICES
3) AMENDMENT NOS 1 & 2
4) AGREEMENT NO. 6-08

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ALLEN GUILLIAMS
VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (EIN/SSN): 52-1130492
EMAIL ADDRESS: ALGUILLIAMS@SYNAGRO.COM

COUNTY CONTACT: LARRY SLATTERY

VENDOR TEL. NO.: 804-443-2170
VENDOR FAX. NO.: 804-443-2214

EMAIL ADDRESS: ALGUILLIAMS@SYNAGRO.COM

COUNTY TEL. NO.: 703-228-6877

CONTRACT AUTHORIZATION

Pamela Hayes
Assistant Purchasing Agent

DATE: 12/28/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
Alexandria Sanitation Authority (ASA)
Office of the Purchasing Agent
1500 Eisenhower Ave
Alexandria VA 22314

Notice of Award of Contract

To: Synagro Central LLC  
704 E. Baltimore Street  
Baltimore MD 21224

Date Issued: November 29, 2010
Bid/RFP/Quote#: RFP #08-24R
Contract Title: Biosolids Handling

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID PURCHASE ORDER FROM ASA.

Your firm is awarded the above referenced contract renewal. The initial contract term covered by this Notice of Award is effective January 1, 2011 and expires on December 31, 2012.

This is the fourth year, automatic renewal award notice of a contract. The Authority reserves the right to renew the contract for an additional two (2) year term, in increments of one year each according to the appropriate CPI adjustments and terms of the Contract Period as specified in Section H, page 19 of RFP 08-01.

The contract document consists of the terms, conditions, and specifications of the original Invitation to Bid or Request for Proposal No. 08-01 And the bid of the Contractor, incorporated herein by reference.

ATTACHMENTS AND CONTRACT PRICING:

Synagro letter dated November 3, 2010 to renew with adjusted CPI-W prices for 2011 based on the CPI-W change for the month of September 2010 (0.76% increase).

EMPLOYEES NOT TO BENEFIT:

No ASA employees shall receive any share or benefit from this contract that is not available to the general public.

Vendor Contact: Synagro Central LLC  
(Please complete)  
Tel. No. 410-284-4120
Fax No. 410-282-7466
Vendor Tax ID (EIN/SSN): 76-0612668

ASA Contact: Joel Gregory  
Tel. No. 703-549-3381
Fax No. 403-549-9671

Contract Authorization

Brian Drury, CPP  
Purchasing Agent

11/29/10

ASA – Notice of Award, Synagro, renewal 11/29/10 Orit and Scum.
November 3, 2010

Brian Drury, CPPB
Purchasing Agent
Alexandria Sanitation Authority
835 South Payne Street
P.O. Box 1987
Alexandria, VA 22313

RE: CPI cost adjustment contract for services between Alexandria Sanitation Authority and Synagro WWT

Dear Mr. Drury:

Pursuant to the above referenced contract, we hereby request an adjustment for cost escalation in accordance with the following contract language. (This is not intended to alter or nullify any letter agreements pertaining to landfill rates, but rather to adjust the base contract rates for any change in the consumer price index):

"The price shall be firm for the first twelve (12) months of the contract; thereafter, on the anniversary date of each remaining year of the contract period, the unit price shall be the bid price adjusted by the increase in the CPI from the award of the contract to the anniversary date at which the contract was awarded.

For the purposes of this contract, the CPI is defined as the Consumer Price Index for the Washington, D.C., Standard Metropolitan Statistical Area, All-Items for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor. The base index shall be established at the time of the execution of the contract and shall be the last published index closest to the date of the contract. For purposes of adjustment, the CPI used for each subsequent year shall be that published for the corresponding date of each subsequent and then current year."

The September 2008 Consumer Price Index (CPI-W) was 141.679. The corresponding statistic for September 2010 was 142.755. This represents a 0.78% change.

- The resulting adjusted unit price for Class A biosolids is $34.29 x 1.0076 = $34.55 per unit.
- The resulting adjusted unit price for Class B biosolids is $40.92 x 1.0076 = $41.23 per unit.
- Per wet ton/mile traveled, one way for removal and hauling only from the Authority to a destination provided by the Authority -
  30.022 x 1.0076 = 30.022
  Top soil product 40 lb bag $3.22 x 1.0076 = $3.24
  Top soil product per ton $22.16 x 1.0076 = $22.33

We shall prepare our invoices accordingly effective January 1, 2011 unless we are notified differently. Please sign your agreement in the space provided below and return in the enclosed self addressed envelope. Thank you for your consideration.

Signature

Sincerely,

David Vorel,
Regional Controller

CC: Deborah Turner, Melanie Gross, Sue Gregory, Bill Colter, Stacey Bezdol, Mike Teole, Eileen

7041 E. Baltimore St, Baltimore, MD 21224, P# (410) 284-4120, F# (410) 282-7466, T# Toll Free: (800) 825-5698

DECEMBER 14, 2010 14:46 FROM: 763 589 9671 ID: P02G DMF
CONTRACT FOR SERVICES

This Contract is made this 1st day of November, in the year 2007, by and between SYNAGRO - WWT, Inc., hereinafter called the Contractor, and the ALEXANDRIA SANITATION AUTHORITY., hereinafter called the Authority.

Witnesseth: That the Contractor and the Authority for the hereinafter named consideration, do agree as follows:

The Contractor shall furnish all equipment and personnel necessary to fully perform the Beneficial Reuse and/or Hauling and Final Disposition of Biosolids Contract for the Authority as set forth in the Specification Documents of Proposal #07-12P, opened on July 17, 2007. Said Specification Documents and Offeror’s subsequent Proposal in response, as well as Offeror’s letter submitted August 31, 2007, relating agreed clarifications negotiated August 30, 2007, are made as fully a part hereof as if hereto attached.

Authority Oversight:

The Authority reserves the right to inspect and approve Contractor’s and/or subcontractor’s operations including facilities and equipment at any reasonable time. In addition, the Authority’s authorized agent and/or employees shall have the right to visit or inspect any site at which the Authority’s biosolids are being applied, further processed, or managed by Contractor or their subcontractor.

Contractor shall work closely with the Authority to develop a marketing program for biosolids generated by the Authority. Contractor shall reduce such agreed upon program to written form for Authority review and approval. The Authority must be consulted and approve, in writing, all aspects of any Distribution and Marketing program for its biosolids prior to implementation.

Authority Certification:

The Authority shall provide a monthly certification statement to Contractor that specifies the quality of the biosolids that were produced. This statement shall include the level of pathogen and vector attraction reduction that was achieved. It shall also display the priority metals concentrations in the biosolids. ASA shall further warrant that all biosolids produced are non-hazardous as determined by the results of an annual Toxicity Characteristic Leaching Procedure per EPA standards.

Communication and Reporting:

Contractor shall submit documentation to the Authority within sixty (60) days of contract execution defining their procedures for recording and handling inquiries from the community, elected officials, regulatory agencies, media outlets, or others and their normal method and timeframe for response to such inquiries.

Any inquiries regarding biosolids generated by the Authority shall be forwarded to the Authority as soon as practical and in accordance with the following instructions:
1. Emergency events including spills or accidents shall be communicated to the Authority immediately as part of Contractor’s emergency response procedure per proposal submitted, however, the Authority shall also be copied on the written report submitted by the Operations Manager to Contractor’s regional and corporate offices.

2. All other inquiries related to the Authority’s product shall be reported to the Authority within twenty-four (24) hours.

3. A monthly synopsis of all inquiries and events above noted as well as any other inquiries regarding operations of Contractor or Subcontractor within the Commonwealth of Virginia inclusive of any and all actions taken by the Contractor or Subcontractor to address said inquiries and events shall be transmitted to the Authority in written form.

**Odor Control:**

Contractor shall develop and submit to the Authority an odor and nuisance control plan for ensuring that odor or other nuisances are not caused in the community in proximity to any application or processing site. This plan shall be submitted within sixty (60) days after contract is executed. It may include but is not limited to the use of control equipment, odor misters, and adjustments to operations based on climatic conditions or the likelihood of complaints.

Due to the nature of the work involved, the Authority may, to the extent reasonably required, order additional services, equipment, or supplies which are not included in the proposal but which, in the opinion of ASA, are desirable to mitigate odors. Written authorization from the Authority is required prior to any such additional equipment, services, or supplies and shall include a full description, price structure, and proper billing procedures to be employed. Invoices shall contain or be accompanied by such detail as will justify payment. Contractor agrees to provide these items/services to the Authority at no more than ten (10%) above cost. Proof of cost accounting shall be required with each invoice.

The Authority reserves the right to terminate operations at any location where an odor nuisance occurs. This could include imposition of such costs and liquidated damages as are cited in the RFP specification, and/or termination of the contract if repeated odor or other nuisances occur or remain unresolved, as evidenced by Notices of Violations from state regulatory officials.

**Billing and Financial Management:**

Contractor is responsible for preparation of monthly invoices in a timely manner, which shall be considered to be due by the 15th of the month following the month for which the services are being billed; and for submitting accurate and complete invoices in a format agreeable to the Authority. Each monthly invoice shall be accompanied by a detailed listing of the amounts of biosolids used for each reuse or disposal option including site-specific details of all biosolids that were land applied.

**Modification as Result of Change in Law**

In the event of any change in federal, state or local law or regulation, which is implemented during the term of this Agreement, and which results in a significant increase or decrease in the
cost of performing the Services in conjunction with the Authority’s product, the Authority and Contractor agree to negotiate a mutually agreeable adjustment to the payment terms specified in this Agreement.

Cost Summary

Consideration for these services shall be at the rates of: (words then figures)

Thirty Two Dollars and Fifty Cents $ 32.50
per wet ton for removal, hauling, and beneficial reuse of Class A Biosolids;

Thirty Eight Dollars and Seventy Eight Cents $ 38.78
per wet ton for removal, hauling, and disposal/reuse of Class B Biosolids;

Twenty One Cents $ 0.21
per wet ton / per mile traveled, one-way for removal and hauling only from the Authority to a destination provided by the Authority.

Contractor shall return to the Authority a total of five thousand (5,000) forty pound (40-lb.) bags [100 tons total] of top soil product at no charge for distribution at the Authority’s discretion for the life of this contract. Said product shall be delivered as requested by the Authority in specified quantities not less than 1,200 - 40 lb. bags (one truckload).

Thereafter, additional product may be requested by the Authority at a cost of Three dollars and Five Cents $3.05 per 40 lb. bag in multiples of 1,200 bags, or Twenty One dollars $21.00 per bulk ton delivered as Authority specifies.

The Contractor shall commence the work to be performed under this contract on a date to be specified by the Authority, no later than January 1, 2008.

IN WITNESS WHEREOF the parties have executed the contract the day and year first written above with four (4) counter-parts, each of which shall without proof of the other counter-parts, be deemed an original contract.

Alexandria Sanitation Authority

By: [Signature]

Engineer Director

Title

11/2/07

Date

SYNAGRO -- WWT, Inc.

Company Name

By: [Signature]

Regional Vice President

Title

410-284-4120 / 410-282-7466

Phone Fax
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 6-08
AMENDMENT NUMBER 2
REFERENCE NUMBER 29-11

This Amendment Number 2 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 6-08 dated January 25, 2008 ("Main Agreement") as amended by Amendment No. 1 and made between Synagro-WWT, Inc., 7014 East Baltimore Street, Baltimore, MD 21224 ("Contractor") a Maryland Corporation authorized to do business in the Commonwealth of Virginia, ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

1. CHANGE THE CONTRACT TERM PARAGRAPH TO READ AS FOLLOWS:

   CONTRACT TERM
   The Work shall commence upon execution of the Amendment by the County, and be completed no later than December 31, 2011 ("First Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the parties, authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from January 1, 2012 to December 31, 2014 (Each such period shall be referred to as a "Subsequent Contract Term").

2. REPLACE EXHIBIT A UNIT PRICES WITH EXHIBIT A AMENDED UNIT PRICES ATTACHED.

In addition to the work and payment called for under the Main Agreement, the Contractor agrees to perform the work called for under this Amendment in return for the payment called for in this Amendment.

Payment
The County will pay the Contractor for the Contractor's completion of the work described and required in this Amendment in accordance with amended Exhibit A, payable to the Contractor in the same manner as set forth in the Main Agreement.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.
WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY:

PRINT NAME RICHARD D. WARREN, JR. AND TITLE: PURCHASING AGENT

DATE: ________________________________

Synagro-WWT, Inc.
(INsert CONTRACTOR NAME)

TAXPAYER ID NUMBER: 52-1130492

SIGNED BY: ________________________________

PRINT NAME
AND TITLE: Roger Mendelowitz, Assistant Secretary

DATE: December 20, 2010

20-11 Amendment No. 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 6-08

AMENDMENT NUMBER 1

REFERENCE NUMBER 40-09

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 6-08 ("Main Agreement") and made between Synagro-WWT Inc., 7014 East Baltimore Street, Baltimore MD, 21224 ("Contractor"), and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Contract Term and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

REPLACE UNIT PRICES IN EXHIBIT A WITH ATTACHED ADJUSTED UNIT PRICES FOR 2009

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SYNAGRO-WWT, INC.

SIGNED BY: Charles A. Eldred
PRINT NAME RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: December 5, 2008

SIGNED BY: [Signature]
PRINT NAME Thomas J. Bintz, Vice President
AND TITLE: [Title]
DATE: December 4, 2008

TAXPAYER ID (SSN/BIN) 52-11130492
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 6-08

THIS AGREEMENT is made, on the date of execution by the County, between Synagro-WWT, Inc., 7014 East Baltimore Street, Baltimore, MD 21224 ("Contractor") a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of: this Agreement; Exhibit A (Alexandria Sanitation Authority Contract for Proposal #07-12P) and any exhibits and amendments issued or applicable to Exhibit A; and Exhibit B (Additional Arlington County Government Requirements). For purposes of Exhibit A, the term "Arlington County Board" shall be substituted for the term "Alexandria Sanitation Authority" wherever the term so appears.

where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. Exhibit B shall prevail over Exhibit A in the event of any variation in the terms and provision of said documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement.

SCOPE OF WORK
The Contractor will haul and dispose of bio-solids at the unit prices, terms and conditions set forth in Exhibit A, except as modified by Exhibit B.

CONTRACT TERM
Services under this Agreement will commence on the date of execution of this Agreement by the County and will be completed no later than December 31, 2010 ("Initial Contract Term"). At the sole discretion of the County, the Contract may be renewed for three (3) additional one-year terms, subject to extensions of the contract term as set forth in the Contract Documents.
CONTRACT AMOUNT
The County will pay the Contractor according to the unit prices shown in Exhibit A, subject to the terms and conditions of the Agreement, unless such amount is modified as provided in this Agreement. The contract unit prices and the Contract Amount include all of Contractor's costs and fees (profit). Payment shall be remitted to Contractor within thirty (30) days of receipt of correct invoice.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the Contractor agrees to (i) provide
a drug-free workplace for the Contractor's employees; (ii) post in
conspicuous places, available to employees and applicants for employment, a
statement notifying employees that the unlawful manufacture, sale,
distribution, dispensation, possession, or use of a controlled substance or
marijuana is prohibited in the Contractor's workplace and specifying the
actions that will be taken against employees for violations of such
prohibition; (iii) state in all solicitations or advertisements for employees
placed by or on behalf of the Contractor that the Contractor maintains a
drug-free workplace; and (iv) include the provisions of the foregoing clauses
in every subcontract or purchase order of over $10,000, so that the
provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the
performance of work done in connection with a specific contract awarded to a
contractor in accordance with the Arlington County Resolution, the employees
of whom are prohibited from engaging in the unlawful manufacture, sale,
distribution, dispensation, possession or use of any controlled substance or
marijuana during the performance of the contract.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the
County, and all of its elected and appointed officials, officers, employees,
agents, departments, agencies, boards, and commissions (collectively the
"County") from and against any and all claims, losses, damages, injuries,
fines, penalties, costs (including court costs and attorney's fees), charges,
liability, or exposure, however caused, resulting from, arising out of, or in
any way connected with the Contractor's intentional, negligent, or grossly
negligent acts or omissions in performance or nonperformance of its work
required by the Contract Documents. This indemnification shall survive the
termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of
services over $500 per transaction are authorized only if a County Purchase
Order is issued in advance of the transaction, indicating that the ordering
agency has sufficient funds available to pay for the purchase. A purchase
order will be issued for any purchase if the vendor requires a purchase order
for its records. The County will not be liable for payment for any purchases
of goods over $2,000 per transaction or purchases of services over $500 per
transaction made by its employees without appropriate purchase authorization
issued by the County Purchasing Agent. Contractors providing goods or
services without a signed County Purchase Order do so at their own risk and
must satisfy themselves that the ordering person or agency is authorized to
purchase goods or services in the name of the County. Please direct
questions regarding this requirement to the County Procurement Officers at
703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the
Contract terms and conditions, the County, after due oral or written notice,
may procure the goods or services from other sources and hold the Contractor
responsible for any resulting additional purchase and administrative costs;
provided, that if public necessity requires the use of materials or supplies

Agreement No. 6-08
1
not conforming to the specifications, they may be accepted and payment
therefor shall be made at a reduction in price to be determined solely by the
County. This remedy shall be in addition to any other remedies, which the
County may have. The County shall be entitled to offset such costs against
any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County,
Virginia, Purchasing Resolution, as well as any state or federal law related
to ethics, conflicts of interest, or bribery, including by way of
illustration and not limitation, the Virginia State and Local Government
Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles
2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The
Contractor certifies that its offer is made without collusion or fraud and
that it has not offered or received any kickbacks or inducements from any
other offeror, supplier, manufacturer, or subcontractor and that it has not
conferred on any public employee having official responsibility for this
purchase any payment, loan, subscription, advance, deposit of money,
services, or anything of more than nominal value, present or promised unless
consideration of substantially equal or greater value was exchanged.

LIABILITY
The Contractor shall not be held responsible for failure to perform the
duties and responsibilities imposed by this Contract if such failure is due
to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of
the Contractor, that make performance impossible or illegal, unless otherwise
specified in the Contract.

ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise
dispose of any award, or any or all of its rights, obligations, or interests
under this Contract, without the prior written consent of the County.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia and the venue for any
litigation with respect thereto shall be in the Circuit Court for Arlington
County, Virginia. In performing the Work under this Contract, the Contractor
shall comply with applicable federal, state, and local laws, ordinances and
regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the
performance of the Contract, employ illegal alien workers or otherwise
violate the provisions of the federal Immigration Reform and Control Act of
1986.

ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and
transfers to the County all rights, title, and interest in and to all causes
of action the Contractor may now have or hereafter acquire under the
antitrust laws of the United States or the Commonwealth of Virginia, relating
to the goods or services purchased or acquired by the County under said
Contract.
RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and
neither the Contractor nor its employees will, under any circumstances, be
considered employees, servants or agents of the County. The County will not
be legally responsible for any negligence or other wrongdoing by the
Contractor, its employees, servants or agents. The County will not withhold
payments to the Contractor for any federal or state unemployment taxes,
federal or state income taxes, Social Security tax, or any other amounts for
benefits to the Contractor. Further, the County will not provide to the
Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County
Purchasing Resolution. The time limit for final written decision by the
County Manager in the event of a contractual dispute, as that term is defined
in the Purchasing Resolution, is fifteen (15) days. Procedures for
contractual disputes, administrative appeals, and protests are available upon
request from the Office of the Purchasing Agent.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to
arbitration, and any references to arbitration are expressly deleted from the
Contract.

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the
County, and all of its officers, officials, departments, agencies, agents,
and employees (collectively the "County") from and against any and all
claims, losses, damages, injuries, fines, penalties, costs (including court
costs and attorney's fees), charges, liability, or exposure, however caused,
for or on account of any trademark, copyright, patented or unpatented
invention, process, or article manufactured or used in the performance of
this Contract, including its use by the County if supplied by Contractor. If
the Contractor uses any design, device, or materials covered by letters
patent or copyright, it is mutually agreed and understood, without exception,
that the Contract price includes all royalties or costs arising from the use
of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents
or records of any type, whether written or oral, and all documents generated
by the Contractor or its subcontractors as a result of the County's request
for services under this Contract, are confidential records ("Record" or
"Records"), and neither the Records nor their contents shall be released by
the Contractor, its subcontractors, or other third parties; nor shall their
contents be disclosed to any person other than the Project Officer or
designee. The Contractor agrees that all oral or written inquiries from any
person or entity regarding the status of any Record generated as a result of
the existence of this Contract shall be referred to the Project Officer or
designee for response. At the County's request, the Contractor shall deliver
all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

**PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**AUDIT**
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the
right of reasonable rejection and approval of staff or subcontractors
assigned to the project by the Contractor. If the County reasonably rejects
staff or subcontractors, the Contractor must provide replacement staff or
subcontractors satisfactory to the County in a timely manner and at no
additional cost to the County. The day-to-day supervision and control of the
Contractor's employees shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order
among the workers performing under this Contract, and shall not employ on the
work any person not reasonably proficient in the work assigned.

SAFETY
The Contractor shall comply with, and ensure that the Contractor's personnel
and subcontracted personnel comply with, all current applicable local, state
and federal policies, regulations and standards relating to safety and
health, including, by way of illustration and not limitation, the standards
of the Virginia Occupational Safety and Health Administration for the General
Industry and for the Construction Industry, the Federal Environmental
Protection Agency Standards and the applicable standards of the Virginia
Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical
expertise, qualified personnel, equipment, tools and material to safely
accomplish the work specified to be performed by the Contractor and
subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-
site person who is the Contractor's competent, qualified, and authorized
person on the worksite and who is, by training or experience, familiar with
policies, regulations and standards applicable to the work being performed.
The competent, qualified and authorized person must be capable of identifying
existing and predictable hazards in the surroundings or working conditions
which are unsanitary, hazardous or dangerous to employees, shall be capable
of ensuring that applicable safety regulations are complied with, and shall
have the authority and responsibility to take prompt corrective measures,
which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy
of the Contractor's written safety policies and safety procedures applicable
to the scope of work. Failure to provide this information within seven (7)
days of the County's request may result in cancellation of the award.

CERTIFICATION OF BIOSOLIDS
The County certifies that the biosolids provided to Contractor shall meet all
requirements for beneficial reuse of Class B biosolids as set forth in 40
C.F.R. Part 503 and the Virginia DEQ Biosolids Use Regulations (BUR). In the
event any biosolids presented for hauling or hauled by Contractor are
determined to be non-conforming, Contractor may refuse to haul such biosolids
or return to the County any such biosolids already hauled. Contractor agrees
to cooperate with the County to find alternative means of disposal for any hazardous or unacceptable biosolids at the County's expense.

MODIFICATION OF PRICING AS RESULT OF CHANGE IN LAW
In the event of any change in federal, state or local law or regulation, or the interpretation or enforcement thereof, or any change in any one of Contractor's permits, which is implemented during the term of this Agreement and which results in a significant increase or decrease in the cost of performing the Services, the County and Contractor agree to negotiate a mutually agreeable adjustment to the payment terms specified in this Agreement.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.
WARRANTY
All materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall make evidence of all manufacturers' warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in a signed writing.

WORK SITE DAMAGES
Any damage to property, whether owned by the County or others, resulting from Contractor's work performed under this Contract shall be repaired or replaced to the County's satisfaction at the Contractor's expense.

CLEANING UP
The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and spillage from the site to the extent they are the result of the Contractor's operations to the end that the site of the work shall present a neat, orderly, and workmanlike appearance at all times. The County shall have the right to remove the refuse, rubbish, or spillage thereof, and put the site in a neat, orderly condition, and charge the cost to the Contractor. The County shall be entitled to offset such cost against any sums owed by the County to the Contractor under this Contract.

UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.
TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.
After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

TERMINATION FOR BREACH BY COUNTY
Contractor may terminate this Agreement immediately if the County is in breach of this Agreement and fails to cure such breach within forty-five (45) days of receiving written notice to cure.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

INSURANCE AND PERFORMANCE BONDS
The Contractor will provide evidence of insurance coverages described and required in this Agreement before the start of work under this Agreement. The Contractor must submit a Performance Bond, in the amount of 100% of the estimated yearly dollar value of the contract, before the start of work under this Agreement. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. The Performance Bond will be conditioned upon the faithful performance of all of the work shown, described and required in the Contract Documents.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 1-25-08

SYNAGRO-WWT, INC.

TAXPAYER ID (SSN/EIN): 52-1130492

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Alvin L. Thomas II Vice President & Secretary
DATE: January 24, 2008