

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Synagro Central, LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs digester cleaning and emergency liquid sludge hauling, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order.] Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties. The parties may agree to update the price list in **Exhibit A** to adjust pricing without any other amendment of this Agreement, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date; and c) is signed by both parties.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice, and actual expenses incurred by the Contractor as a result of the early termination, Compensation will not include anticipatory profit ,.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not

made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the

performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather, a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit

conditions or requirements or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. CHANGE IN LAW, OR REGULATORY REQUIREMENTS. The Parties to the Agreement agree in advance that Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon. Should any law, which materially impacts Contractor's ability to comply with the terms of the agreement, modifies the Scope of Work, or Modifies the Price of the work on the contract, not known at the time of signing, become law or ordinance, the Parties do agree to amend this contract Scope of Work to be performed, pricing, and time of performance to reflect the new Change in Law. Any amendment under this clause will be made in writing and signed by both parties. The remainder of the agreement shall remain with full force in effect.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas. Parties do agree in advance to waive any and all claims for punitive, special or consequential damages on any claim arising between the parties to this agreement.

23. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

24. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

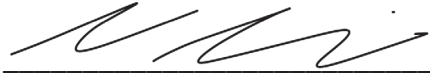
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Synagro Central, LLC

By: 

Nick Caggiano, Regional Vice President
435 Williams Court, Suite 100
Baltimore, MD 21220

Exhibit A
Vendor's Proposal



Pricing

Service	Total Bid Price Standard Rate (Planned Mobilization)	Total Bid Price Emergency Rate (Mobilize in 2 weeks)
Digester Cleaning – Mobilization for 10,000 gallons	\$41,820.00	\$52,275.00 (an additional 25%)
Digester Cleaning - \$/gallon above 10,000 gallons	\$2.66 per gallon, we pay tip	\$2.66 per gallon, we pay tip (no change)
Lagoon Dredging – Primary (Northeast Lagoon)	NO BID	NO BID
Lagoon Dredging – Secondary (Southwest Lagoon)	NO BID	NO BID
Liquid Sludge Hauling - Mobilization Fee	\$2,000.00	\$3,000.00
Liquid Sludge Hauling - \$/gallon after mobilization	\$1.17 per gallon, we pay tip	\$1.17 per gallon, we pay tip
Mobile Dewatering Unit – Mobilization Fee, Monthly Rental Fee	NO BID	NO BID



Pricing Clarification

We submitted our price on the appropriate bid price sheet, but it does require some clarification. The bid specifications were not clear if the Owner was paying the landfill tipping fees or if we were to include those fees in our pricing. The price in the bid price sheet is inclusive of those tip-fees. However, if the Owner wants to pay those fees directly to the landfill, here is our revised pricing (excluding tip-fees):

Line 2 digester over 10,000 gallons

- \$1.99 per gallon, Owner pay tip fee.
- Emergency \$1.99, Owner pay the tip.

- Synagro expects to complete this project in about 5 days, plus mobilization time.

Line 6 liquid hauling

- \$0.50 per gallon, Owner pay the tip.
- Emergency \$0.50, Owner pays the tip.

- Synagro expects 4 loads per day minimum to perform this project.
- This is an “all-weather” solution.

All other line items and pricing will remain the same as shown on the bid pricing page.

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices (except the fuel adjustment charges which are calculated separately, see below) shall be adjusted annually beginning on _____ (Year 2) based on the Annual Percentage Increase of Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Labor, Bureau of Labor Statistics for Water, Sewer and Trash Collection or 2%, whichever is greater. If the Price Adjustment calculation results in a number greater than one (1), an adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (1 + \text{Annual Percentage Increase}) \times \text{Current Contract Price}$$

CPI = United States Department of Labor, Bureau of Labor Statistics for Water, Sewer and Trash Collection Series ID CUUR0000SEHG

Once the CPI is available, the Price Adjustment shall take effect retroactively, where applicable, as of the date specified above for the price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge (“Fuel Surcharge Adjustment”) to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – PADD 2) is at, or exceeds, \$5.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – PADD 2 as published by the U.S. Department of Energy’s Energy Information Administration for PADD 2 and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$.0149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$5.00 / Gallon

Diesel Price \$/Gallon - Note¹	Fuel Surcharge Adjustment %
≤ \$5.00 (Base Price)	None
\$5.01 - \$5.049	0.5 %
\$5.05 - \$5.099	1.0 %
\$5.10 - \$5.149	1.5 %

Bid to Provide
Biosolids Projects and Emergency Disposal

RFP-26-0002

to the

CITY OF OLATHE



Submitted on
February 6, 2026



September 1, 2024

Delegation of Authority

Jazmine Clark

I, **Kaivan Desai**, President and Chief Financial Officer of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, Jazmine Clark, **Senior Proposal Coordinator**, authority to sign as an officer or as an authorized person binding bids, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

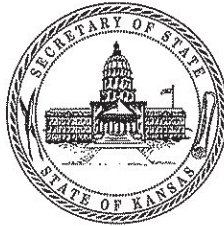
Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.



Kaivan Desai

President & CFO

RON THORNBURGH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

March 08, 2006

STATE OF KANSAS

CINDY STANSELL
THE CORPORATION COMPANY, INC.

RE: SYNAGRO CENTRAL, LLC

ID. # 3908134 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is certified copy of the foreign limited liability company application for registration in the state of Kansas. Your foreign limited liability company's business entity identification number is listed above. This business entity identification number should be used in all correspondence with our office.

Every foreign limited liability company must file an annual report with our office and pay a filing fee. The annual report and fee are due together on the 15th day of the 4th month following the entity's tax year end (for example, April 15, 2005 for entities with a December 31, 2004 tax year end). An annual report is not required if the company has not been conducting business in our state for six months prior to its first tax year end. If your company operates on a tax year end other than the calendar year, you must notify our office in writing prior to December 31.

The annual report may be filed electronically at www.kssos.org or you may obtain a paper form from the Web site.

PLEASE NOTE: Your business entity may be required by Kansas law to file Form K-150 and a possible franchise tax with the Kansas Department of Revenue each year, due the 15th day of the 4th month following the entity's tax year end. For information regarding Form K-150 please contact the Kansas Department of Revenue at 785-368-8222 or www.ksrevenue.org.

ch

Contact Information

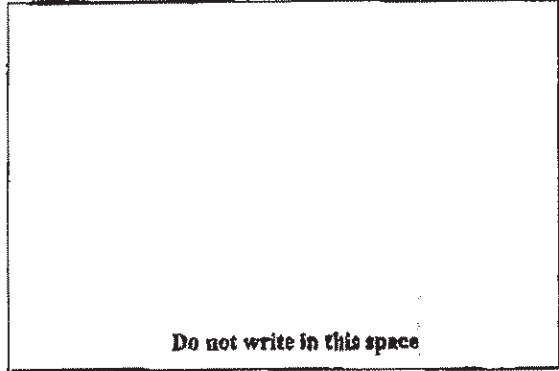
Kansas Secretary of State
Ron Thornburgh
Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
kssos@kssos.org
www.kssos.org

**KANSAS SECRETARY OF STATE
Foreign Limited Liability Company Application**

FL

51

All information must be completed or this document will not be accepted for filing.



1. Name of the limited liability company:

Synagro Central, LLC

Name must match the name on record with home state

2. State of organization:

Delaware

3. The date of its organization in home state:

December

Month

31

Day

2005

Year

4. The date on which the foreign LLC first did or intends to do business in Kansas:

_____/_____/_____
Month Day Year

OR "upon qualification"

5. The nature and character of business to be conducted in the state of Kansas:

562000 - Waste Management & Remediation Services

6. The address of the registered office in Kansas:

Address must be a street address. A post office box is unacceptable.

515 South Kansas Avenue

Street address

Topeka

City

Kansas

State

66603

Zip

and the name of the resident agent at that address:

The Corporation Company, Inc.

7. The limited liability company hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas where there is proper venue by service of process on the Kansas Secretary of State; and the limited liability company stipulates and agrees that such service shall be taken and held in all courts to be as valid and binding as if due service had been made upon the members of the limited liability company.

FILED
SECRETARY OF STATE
KANSAS
2006 MAR 8 AM 10 39

8. If management vests with managers, name and address of each manager:

Name	Street address	City	State	Zip
Synagro-WWT, Inc.	1800 Bering Dr, Suite 1000	Houston	TX	77057

(If additional space is necessary, please attach another page.)

I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Executed on the 20th of February, 2006.
Day Month Year

By: Alvin L. Thomas

Manager or Member
Alvin L. Thomas, Vice President & Secretary
Synagro-WWT, Inc. - Manager

LLC Mailing Information

Where would you like the Secretary of State's office to send official mail? If no address is given, the mail will be sent to the LLC's registered office.

Street address City State Zip

The mail should be addressed to the following named individual:

I hereby certify this to be a true and correct copy of the original on file.
Certified on this date: Mar 8, 2006
Ron Thornburgh, Secretary of State

Instructions

- 1. This application must include an original certificate of good standing or existence issued by the jurisdiction of its organization and dated within 90 days of the filing of this application.
2. Submit this form with the \$165 filing fee.

Notice: There is a \$25 service fee for all returned checks.

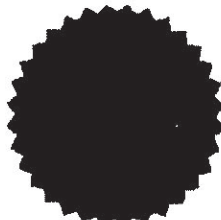
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SYNAGRO CENTRAL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF MARCH, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3060215 8300

060207938

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4561853

DATE: 03-02-06

FEBRUARY 6, 2026

City of Olathe
Procurement Division
PO Box 768
Olathe, KS 66051

Re: Request for Proposal for Biosolids Projects and Emergency Disposal

Dear Mr. Johnson:

Synagro Central, LLC (Synagro) is pleased to respond to the Request for Proposal for the Biosolids and Emergency Disposal project. We have enclosed for your review our completed bid forms and required information.

Having been in business for over 45 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 37 states. We provide various biosolids and residuals management services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform the services for the City of Olathe.

Thank you for the opportunity to submit our bid for this project. If you have any questions about our submittal or require any additional information, please contact me at (224) 242-0666 or wwalker@synagro.com. We look forward to hearing from you soon.

Warm regards,

Will Walker

Will Walker
Area Sales Manager
WW:jc



Synagro Company Profile

Synagro is North America's leading provider of sustainable solutions for biosolids, organics and residuals. We offer a comprehensive suite of environmental services to help ensure water quality, support regenerative agriculture and promote circularity.

With the most experienced team in the industry, Synagro leverages innovative technologies to help our customers clean water, increase organics recycling and have a net positive impact on people and the planet.



Synagro annually manages more than 16 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 1100+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation



Synagro currently operates 18 heat-drying facilities, three thermal processing facilities serving multiple regional generators, 9 composting facilities (8 of which provide an outlet for numerous generators), more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.

In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities, and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

REFERENCES

Little Blue Valley

21208 East Old Atherton Road
Independence, MO 64058
Keith Navarro
816-699-7348
navarro@lbvdsd.org
Ongoing since 2022

Metropolitan St. Louis Sewer District

Chris Pfeuffer, PE
(636) 861-6701
acxpfeu@stlmsd.com
12,000 wet tons of biosolids annually
Haul and dispose at landfill
Ongoing since 2023



Des Moines Water Works

2201 George Flagg Parkway

Des Moines, IA 50321

Mike Adams, Operations Supervisor

515-283-8710

adams@dmww.com

Haul and land apply lime

Ongoing since 2015



Proposed Project Team

Nick Caggiano, Regional Vice President

As Regional Vice President, Nick Caggiano oversees all sales and operations for Synagro's Central Region, driving strategic initiatives to achieve excellence in financial, operational, and personnel performance, while exceeding customer expectations and promoting growth. With nearly a decade at Synagro and 30 years of leadership experience across diverse industries, Nick has a proven track record of leading teams to achieve operational excellence, improving safety, quality, process control, and customer service.

Nick holds a degree in Industrial Engineering from West Virginia University and has completed advanced leadership and management training through Dale Carnegie and the Center for Creative Leadership.

Jasen McKibbin, Area Director

Jasen McKibbin joined Synagro in 2015 as the company's Des Moines operations manager and is currently serving as the Area Director for operations throughout the Midwest and Oklahoma. In this role Jasen provides high level oversight to the following projects: Kansas City Blue River WWTP biosolids lime stabilization and land application, Oklahoma City Inframark biosolids land application, Oklahoma City water treatment plant lime residuals management, Des Moines Water Works lime residuals removal and disposal, West Des Moines Water Works lime residuals removal and disposal, and Camp Dodge lime removal, as well as various other event type residuals management projects. Jasen's duties include overseeing and managing logistics, finances, personnel, and customer relations. Jasen has extensive experience performing similar duties in prior roles.

Billy Staton, P.E., Technical Services Director

Billy Staton joined Synagro in 2021 as a Technical Services Director with over 20 years of environmental, regulatory, and residuals management experience.

Mr. Staton is currently the Central Region Technical Services Director managing a team of 17 environmental professionals responsible for land acquisition, permitting, monitoring, reporting, compliance, and public relations on food processing residuals, municipal biosolids, water treatment residuals, and lime residuals land application projects located in Wisconsin, Ohio, Illinois, Iowa, Missouri, Oklahoma, and Texas. He has 7 years of direct experience with TCEQ permitting and land application of water treatment residuals in Texas.



Mr. Staton holds a Bachelor of Science in Agriculture and a Master of Science Degree in Biological & Agricultural Engineering from the University of Arkansas. He is a Certified Arkansas Nutrient Management Planner and is a Registered Professional Engineer in Arkansas, Oklahoma, Texas, Missouri, Mississippi, and North Carolina.

David Rider, Project Manager

David Rider joined Synagro as a Lead Operator for the Oklahoma City Hefner WTP lime residuals project in 2018. His duties were initially to manage the daily operations of the Hefner lime project but soon expanded to include leading the daily logistical operations for other projects in the Oklahoma City area as well. During this time, he was also involved in numerous event operations across Synagro's Central and Southeast regions. Since being promoted to Project Manager, David has been a proven asset to the company and management successful event projects.

David has over 10 years of experience with operating heavy equipment, and he spent 12 years as a Firefighter/E.M.T. His critical thinking skills led him to become a Field Supervisor in E.M.S. with crews in seven counties across northern and central Oklahoma. David's dedication to safety and situational awareness have earned him much recognition over the years and are key to the success of the projects he manages for Synagro.

Ryan Pate, Lead Operator

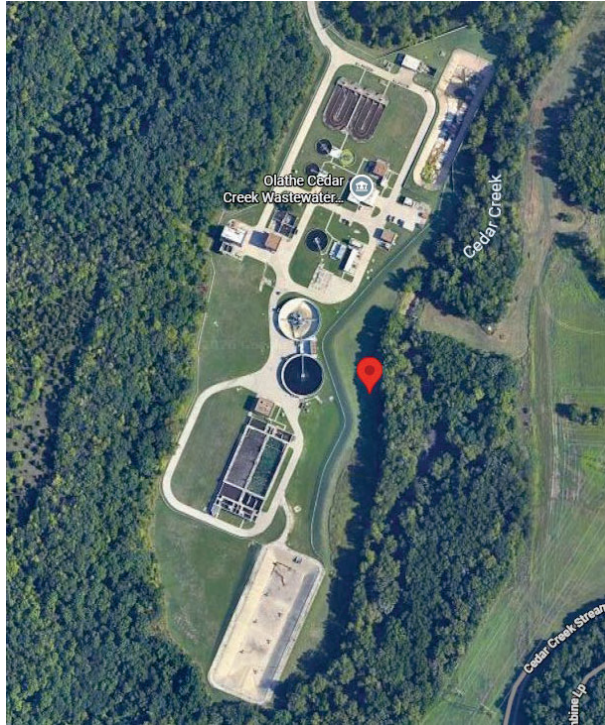
Ryan Pate joined the Synagro team in May 2023 as a CDL Driver and quickly distinguished himself through a strong work ethic, positive attitude, and a consistent commitment to safety and efficiency. Within just eight months, Ryan's performance and leadership potential led to his promotion to Farm Manager.

As Farm Manager, Ryan led a small crew and oversaw daily spreading and equipment mobilization operations, ensuring work was completed safely, efficiently, and to company standards. He also served as a primary point of communication between Technical Services and landowners, helping build and maintain strong working relationships while supporting smooth operational coordination. Now serving as a Lead Operator for the Central Region event crew, Ryan continues to demonstrate hands-on leadership, accountability, and attention to detail, contributing to team success and operational excellence across projects.

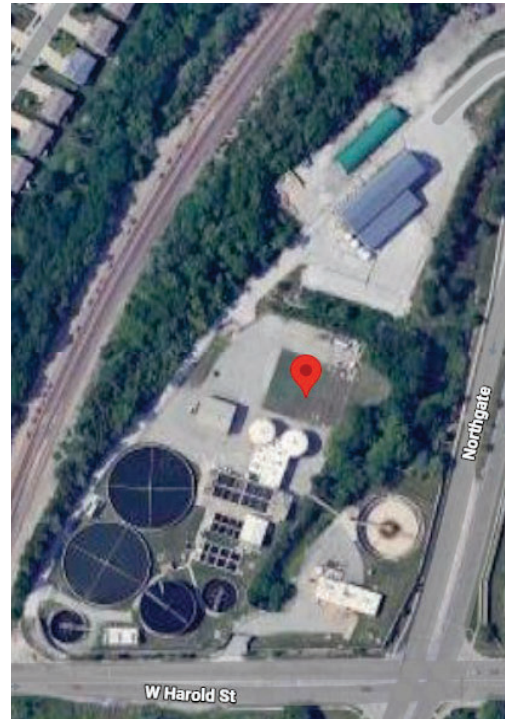
Ryan brings 11 years of CDL experience and 10 years of heavy equipment operation experience, adding depth, reliability, and expertise to every assignment.



Proposed Work Plan



Cedar Creek WWTF
25915 W 119th Street
Olathe, KS 66061



Harold Street WWTF
200 W. Harold Street
Olathe, KS 66061

Services Plan

Effective Date: Revised February 5, 2026



**2026 Harold Street Secondary Digester Cleaning and
2027 Harold Street Primary Digester Cleaning**

Objective:

Supply labor and equipment to remove residual solids from each digester after Owner has decanted to the extent possible.

Method:

Mobilization

Following a preconstruction meeting and agreed upon notification, Synagro will deliver two vacuum trucks to the site during April 2026 and April 2027 for the Secondary and Primary digesters respectively, or as otherwise coordinated to meet Owner's schedule. Mobilization is expected to be completed in one day each time.

Residuals Removal

It is anticipated Owner will draw the digesters down approximately to the cone. If Owner is unable to draw the digesters down that far, Synagro will be prepared to remove the excess material in accordance with project specifications. Synagro will use the side access hatch to guide the suction hose into the bottom of the digester. Residuals will be suctioned into the trucks one at a time. Some water may need to be added to facilitate removal. After filling, the truck will be driven to the landfill for disposal of the liquid. While the first truck is in transit the second will be filled, alternating trucks loading transporting loads to the Landfill. We anticipate the removal will take one to two operating days. Synagro's site Superintendent will communicate progress and any potential issues with Owner's designated representative, at minimum, daily.

Should Owner not be able to draw either digester down below the side hatch, Synagro will utilize a top hatch for solids removal until it is drawn down sufficiently to access from the side. In this event, it may be necessary to add a 6-inch electric submersible pump to assist with added lift. Synagro would coordinate with Owner an appropriate location for 480V, 3 phase power for the pump.

Disposal, End Use

Material removed from the digesters will be transported to and disposed as a liquid at the Johnson County Landfill. Our proposed pricing includes tip fees. Load manifests will be provided to Owner at an agreed upon frequency.

Cleaning the digesters in this manner will eliminate the need to discharge liquid back to the plant and any associated impact to plant operations.



2026 – 2028 Emergency Sludge Hauling

Objective:

Supply labor and equipment to remove liquid biosolids from either WWTF at Owner's request, should the need arise.

Method:

Mobilization

Synagro will mobilize a road tractor and tanker to the desired facility within 2 weeks of receiving first contact from Owner. It is anticipated that liquid biosolids will be approximately 2% total solids.

Biosolids Removal

Synagro will coordinate a mutually acceptable removal schedule that meets Owner's removal requirements. Each road tractor-tanker combination will be capable of transporting approximately 22,800 gallons per day, based on 5,700-gallon legal loads. Owner will accumulate a minimum of one day's hauling per truck and Synagro will remove the liquid in batches. Synagro will commit multiple vehicles should a higher rate of removal be required to meet Owner's removal needs. Schedule coordination will be mutually agreed upon before hauling and will be maintained as agreed, unless mutually modified to meet Owner's changing needs.

Disposal, End Use

Liquid biosolids will be transported to and disposed of as a liquid at the Johnson County Landfill. Our proposed pricing includes tip fees. Load manifests will be provided to Owner at an agreed upon frequency.

This operation should preclude any processing discharge back to the plant and any associated impact to plant operations.

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.