



BIOMETRIC UTILITY CONSULTANTS, INC.

P.O. BOX 740641
ORANGE CITY, FL 32774-0641

PHONE: (386) 860-3148
FAX: (386) 259-4978

BIOMETRIC OPERATION SERVICE AGREEMENT

In exchange for the payments identified herein, Biometric Utility Consultants, Inc. ("Contractor" or "B.U.C.") agrees to operate the following Wastewater Plant(s) owned by Matanzas Shores Owner's Association, Inc. ("Owner").

Facility Name: Matanzas Shores

Address: 66 San Juan Drive, Palm Coast, FL 32137

For the Sum of \$7,150 monthly **Permit#** FLA011599

Services are to commence on: Continuation of Service (Updated Terms) Effective July 1, 2023

The following services will be included:

- 5+1 days/wk. Non-consecutive visits to treatment plant including one (1) weekend day as required.
- pH, Chlorine Residual, Phosphate and Flow Recordings as required.

The following sampling requirements are included:

Wastewater Treatment:

NITRITE MONTHLY N/A BOD & TSS INF MONTHLY N/A

BOD & TSS EFF MONTHLY N/A N/A EFF-FECAL MONTHLY

NITROGEN MONTHLY N/A N/A PHOSPHORUS MONTHLY

GROUND WATER MONITORING (5 Wells) QUARTERLY N/A

Facility Contact Information:

Facility Name: Matanzas Shores Waste Water Treatment Plant

Physical Address: 66 San Juan Drive

City: Palm Coast Zip Code: 32137

Mailing Address: 110 E. Collector Road

City: Palm Coast Zip Code: 32137

Contact Person: Maria Accoo

Phone: 386-445-7443 Fax: 386-447-5457

Email: msoahoa@gmail.com

Billing Contact Information:

Name: Matanzas Shores Owners' Association, Inc.

Address: 110 E. Collector Road

City: Palm Coast Zip Code: 32137

Contact Person: Maria Accoo

Phone: 386-445-7443 Fax: 386-447-5457

Email: msoahoa@gmail.com

Paperless Billing: YES NO EMAIL X

Owner Contact Information (Required)

Name: Matanzas Shores Owners Association, Inc. Board of Directors

Address: 110 East Collector

City: Palm Coast Zip Code: 32137

Phone: 386-445-7443 Fax: 386-447-5457

Email: msoahoa@gmail.com

1. **TERMS & CONDITIONS** This Biometric Service Operation Agreement (“Agreement”) shall be for an initial term commencing on July 1, 2023 (“Effective Date”) and expiring on **December 31, 2024**. This Agreement shall be renewed automatically for additional one-year terms after the initial term unless either party provides written notice to the other of its intention to terminate this Agreement at least ninety (90) days prior to the expiration date. This Agreement may be terminated at any time by either party with or without cause by providing ninety (90) days’ written notice to the other party.

2. **Operation of Wastewater Treatment Facilities.** In addition to the services identified above, Contractor will perform the following services (all services to be performed by Contractor hereunder, the “Services”):

- A.) Contractor will provide required visits to Wastewater facility with a minimum Class “C” certified wastewater treatment plant operator as required.
- B.) B.U.C. will ensure safe, efficient, lawful operations of the plant, and will coordinate inspections of the Wastewater facility to detect malfunctions.
- C.) Regulatory agencies require that the Operational Contractor notify Owner of necessary repairs and if authorized by Owner, at Owner's expense, initiate corrective actions.
- D.) B.U.C. will coordinate with Owner for full compliance with any and all applicable permits, laws, rules, and regulations adopted or proposed by any governmental agency or regulatory body, both state and federal.
- E.) Manager shall submit billing vouchers to the owner within ninety (90) days of any maintenance action being taken and/or completed. The voucher shall include a detailed listing of actions taken and the date/time of the action. All maintenance will be noted in log books, the monthly report.



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F.) B.U.C. will perform preventative maintenance on the wastewater treatment plant during schedule visits as needed or otherwise specified: See Attachment 1.

- Adjust sludge and scum returns.
 - Adjust blowers, timers, air valves, pump cycles and chlorination rate.
 - Waste sludge to digester.
 - Hose down water line surface area.
 - Remove accumulated rags and debris from bar screen and headworks structure.
 - Exercise all valves at plant.
 - Monthly. Check and verify functionality of blades at brush aerators.
 - Check functionality on all hose bibbs.
- Pressure Wash all walkways and walls: (I.e., chlorine contact chamber, headworks, digester, and sewer plant walls) on an as needed basis.
 - Check water flow in clarifier scum trough.
 - Check auger and drop pipe from bar screen to trash can area for any clogs.
 - Quarterly: All on-site locks sprayed with WD40
 - Bi-annually: Eight (8) air relief valves inspected.
 - Rotation of the two (2) rapid infiltration basins
 - Monthly: Greasing of six (6) seals – two (2) for the bar screen and four (4) for the oxidation ditch. Clean old grease and grease fitting before greasing. Clarifier trough pressure cleaning and or manual cleaning as needed.
 - Daily: Check functionality of oxidation ditch and sludge pump
 - Daily: Check functionality of surge pumps, oxidation ditch, and digester
 - Daily: Check functionality of surge tanks

Lift Stations 1-5

- Check 8 air relief valves coming from Sea Colony
- Bi-annually check: Amps, volts, and visual inspection.
- Bi-annually: small lift station scum collector through cleaning

* Attachment 1 is updated as time permits and when applicable.

F.) B.U.C. will notify Owner when pumping of tanks is required or any malfunctions or servicing is required.

G.) Additional Cost:

*All items listed under additional cost are subject to change based on varying environmental impacts

I. Service Calls -



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Normal Office Hours: 8:30 – 4:30

First Man: \$150.00/per hr. Second Man: \$75.00/ per. hr.

After Hours M-F: First Man \$175.00/per hr. Second Man \$87.50per hr.

Weekends and Holidays:

First Man: \$200.00 per.hr Second Man: \$100.00/per.hr

1. Chlorine: \$4.12 /gallon
2. State Required Logbook(s) @ \$17.00/book.
 - Initial Logbook(s) provided at no charge.
 - Replaced every 24 months and will be billed the month it is placed onsite.
 - Replacement books due to damage, loss, etc. will be billed at the rate above.
3. Testing required by DEP and/or DOH not outlined on page one (1).
4. Reports required by DEP and/or DOH not outlined on page one (1).
5. Sampling Plans, Manuals or other documents required by DEP and/or DOH not outlined on page one (1).

E) Owner Responsibility. Owner shall:

- a. Supply tools such as: pole, brush, net, hose, and water connection.
- b. Maintain a chlorine supply on site.
- c. Keep the facility in proper state of repairs and maintain the grounds from vegetation.

F) Payment. Monthly base operations will be billed in a lump sum at the end of each month for the Services of that month. **Parts & repairs will be billed as occurs.** This proposal assumes prompt payment of all invoices. Any invoice remaining unpaid 30 days after issue will be assessed interest at an interest rate of 1.5% per month (18% annual).

G) Additional Services. For services, repairs, or additional material supplied outside of the scope of this Agreement, B.U.C. will provide a written proposal to Owner before undertaking such services or work. No work outside the scope of this Agreement will be performed without Owner's written consent. For any repairs and materials totaling under **\$2,000.00**, verbal consent of Owner will be acceptable. In cases of emergency, the prevailing Fee Schedule Rates will apply. If any expenditure of more than \$2,000 is made, the Manager shall notify the Owner's liaison within seven days.

H) Solicitation of Contractor's Employees. Soliciting B.U.C. employees to independently perform work within the scope of this Agreement in order to circumvent paying contract rates is expressly prohibited. Any customer found employing these practices may be charged the contract rate for such services or work. Further, in such an event, B.U.C. may exercise the right to cancel the contract and stop service immediately; provided, however, that in such event, B.U.C. shall be exclusively entitled to



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payment for Services rendered through the date of cancelation. This course of action would require immediate notification to the Florida Department of Environmental Protection.

I) Indemnification. Contractor does hereby agree to indemnify, hold harmless, protect and defend Owner, its Community Association Management company, and their respective Directors, Officers, Managers, Managing Members, shareholders, principals, agents, insurers, affiliates, and successors (collectively, "Indemnitees") from and against any and all claims, losses, liabilities, demands, damages, judgments, costs, and expenses, including reasonable attorney's fees and costs, that are alleged to have occurred in whole or in part as a result of or due to Contractor's or its employee's or sub-contractor's negligence or willful misconduct, or in connection with a breach of Contractor's obligations under this Agreement, Owner agrees to indemnify, hold harmless, protect and defend Contractor against all claims, losses, liabilities, demands, damages, judgments, costs, and expenses, including reasonable attorney's fees and costs, that have been adjudicated to have occurred in whole or in part as a result of or in connection with Owner's gross negligence or willful misconduct.

J) Insurance. Contractor shall purchase and maintain throughout the term of this Agreement (including any renewal terms), and with respect to the completed operations coverage under the general liability insurance policy, for four years following expiration or termination of this Agreement, the following insurance policies and shall provide proof of insurance to Owner upon request.

a. General Liability Insurance. Contractor shall purchase and maintain general liability and commercial automobile liability insurance to protect against claims of personal injury and property damage, including for injury or damage arising out of the use of automobiles (including owned, non-owned, and hired or rented autos, i.e., any auto), for personal & advertising injury, and for products & completed operations. The policy or policies must be written on an occurrence basis and must have the following minimum limits of coverage:

Commercial Automobile Liability: \$1,000,000 combined single limit, each accident

General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal/Advertising Injury
- \$5,000 Medical Expense
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations

b. Workers' Compensation & Employers' Liability Insurance. Contractor shall purchase and maintain Workers' Compensation insurance and Employer's Liability Insurance to protect against claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws, and from employers' liability claims for damages because of bodily injury or death by accident or disease to its employees, with liability limits of at least \$500,000.00 per occurrence for bodily injury by accident and \$500,000.00 per employee for bodily injury by disease, with a \$500,000.00 aggregate for bodily injury by disease, or such minimum amounts required by applicable for Worker's Compensation insurance, whichever is greater.



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c. **Additional Insureds.** Contractor shall name Owner and the other Indemnitees as Additional Insureds under all insurance policies required to be maintained by Contractor under this Agreement, except the Workers' Compensation and Employers' Liability Policy.

d. **Subcontractor Insurance & Indemnification.** Contractor shall ensure that all subcontractors, sub-subcontractors, and all persons performing any of the Services under this Agreement (excluding individual employees of any of the foregoing entities) procure and maintain in effect the same insurance policies with the same content requirements and limits as specified above with respect to Contractor. Without limiting the foregoing, Contractor shall specifically ensure that all parties required to be named as additional insureds under Contractor's insurance policies under this Agreement are also named as additional insureds under all insurance policies of subcontractors, sub-subcontractors, and all other persons performing any of the services under this Agreement (excluding individual employees of any of the foregoing entities). Further, Contractor shall ensure that such insurance obligations, and the indemnification obligations in this Agreement (while substituting "Contractor" as the indemnifying party with the legal name of the applicable subcontractor or other party performing any of the Services) are included in every contract between Contractor and any subcontractor, sub-subcontractor, and all other persons performing any of the services, and that Owner is identified as a third party beneficiary under such subcontracts and sub-subcontracts.

e. **Insurer's Rating; Certificate Holder.** All insurance policies required to be maintained by Contractor shall be issued by insurance companies licensed to do business in Florida and bearing an A.M. Best Company FSR Rating of A VII or better. Prior to starting the services under this Agreement, Contractor shall provide Owner with certificates of insurance evidencing that Contractor and all subcontractors have the required insurance coverages. All insurance policies required to be maintained by Contractor and any subcontractors shall provide that the policy may not be canceled except upon thirty (30) days prior written notice to Owner, and Owner shall be named as a certificate holder under all such policies. None of the insurance policies required by this Agreement shall be terminated or modified without the prior written consent of Owner.

f. **Waiver of Subrogation; Primary Insurance.** All insurance policies required to be maintained by Contractor and any subcontractors shall include waivers of subrogation against the Owner and the other Indemnitees. In addition, all insurance policies required to be maintained by Contractor shall be Primary and Non-Contributory Coverage, including with respect to any "other insurance" maintained by an Additional Insured.

K) General Provisions.

a. **Force Majeure.** A party is not liable under this Agreement for nonperformance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Owner of its obligation to make payments then owing.



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- b. **Notices.** Any notices required or permitted to be given by any party to this Agreement shall be deemed given when placed in the United States mail, postage prepaid, with return receipt requested and addressed to the party's address identified on the first page of this Agreement. Either party may designate an alternative address for notice by providing notice to the other party in the manner provided herein.
- c. **Company Vehicles.** All Contractor's vehicles are clearly labeled with our Company Name, Phone Number and Website
- d. **Independent Contractor.** Contractor is an independent contractor, and not an employee, of Owner. Nothing herein shall be deemed to create a joint venture, partnership, or employer-employee relationship between Owner and Contractor.
- e. **Anti-waiver.** Any party's failure or decision not to exercise any rights or remedies under this Agreement shall not constitute a waiver of that party's right to exercise any right or remedy for any matter.
- f. **Severability.** This Agreement is intended to be severable. If any provision of this Agreement is found to be unlawful, invalid, or unenforceable for any reason, such provision shall be judicially reformed to the limited extent required to render such provision valid and enforcement in accordance with the intent of the parties, or if such provision is incapable of reformation, such provision shall be deemed eliminated from this Agreement, but in any event the remaining provisions of this Agreement shall remain valid and enforceable.
- g. **Amendment.** This Agreement may only be modified or amended in a written instrument signed by Owner and Contractor.
- h. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Mandatory and exclusive jurisdiction and venue for any action arising out of or related to this Agreement shall lie in a county or circuit court of competent subject matter jurisdiction of, or in and for, Flagler County, Florida.
- i. **WAIVER OF JURY TRIAL. THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**
- j. **Authority to Execute Agreement.** Each of the signatories to this Agreement represent and warrant to each of the parties that he or she has obtained the necessary consent and authority to execute this Agreement and to make this Agreement binding upon the party for whom each signatory has signed.



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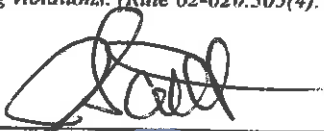
SIGNATORY AUTHORITY

I, Jack Scott, a person defined by Rule 62-620.305(1), Florida Administrative Code (2023), responsible for the facility known as:

SYSTEM NAME: Waste Water Treatment Plant
PERMIT# _____

on behalf of Matanzas Shores Owner's Association, Inc., do hereby grant CARLOS TOLA, BIOMETRIC UTILITY CONSULTANTS, INC., the authority to sign the Discharge Monitoring Reports and other operations reports in accordance with the certification written below:

**I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiries about the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations. (Rule 62-620.305(4), Florida Administrative Code)*


Signature

10/3/2023
Date

JACK SCOTT, PRESIDENT
Printed Name and Title

Matanzas Shores Owners' Association, Inc.
Company


Signature

8/31/23
Date

Carlos A. Tola - Owner
Printed Name and Title

Biometric Utility Consultants, Inc.
Company



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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**MATANZAS SHORES
OWNER'S ASSOCIATION, INC.**

Signature

Printed Name

As its (capacity)

Date

[Handwritten Signature]

Mark Scott

President

10/3/2023

**BIOMETRIC UTILITY
CONSULTANTS, INC.**

Signature

Printed Name

As its (capacity)

Date

[Handwritten Signature]

Maureen A. Tolia

8/31/2023
