



AGENDA ITEM # 13A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

May 10, 2021

Item Title: 2021-2026 Biosolids Management Bid Award

Staff Contact: Karen Young, Director of Public Works

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the Mayor to execute an agreement for the 2021-2026 Biosolids Management Program between the Village of Roselle and Synagro.

Executive Summary:

Both wastewater treatment plants produce Biosolids (sludge), which is the solid, semisolid, or slurry residual material that is a by-product of the wastewater treatment process. Through our permit with the Illinois Environmental Protection Agency (IEPA) this material can be land applied, which essentially means the biosolids are being used as a soil amendment in an agricultural application. The Village uses the services of a vendor to meet our regulatory requirements for the hauling and land application of the dewatered Biosolids (sludge).

Bid Results

On April 29, 2021, the following bids were received and are based on the unit price cost per cubic yard hauled.

	Unit	Quantity	Stewarts Spreading	Synagro
Biosolids Land Application	Cubic Yard	1.0	\$20.30	\$20.20
Biosolids Landfill Hauling Orchard Hills, David Junction	Cubic Yard	1.0	\$15.00	\$34.90
Aerobic Digested Sludge Liquid Land Application	Cubic Yard	1.0	\$0.12	\$0.35

The lowest responsive responsible bidder is Synagro. They have been the Village's vendor for these services since 2013 and have performed well meeting IEPA permitting requirements. The award of this contract is based on the biosolids land application unit pricing of \$20.20 with the quantity based on the three-year historical average for both plants combined of 2,175 cubic yards for a total award of \$43,935.00. The unit pricing received for 2021 is lower than the 2019 and 2020 contract pricing.

The bid also incorporates emergency measures for hauling to a landfill or liquid land application. This is not something that is normally used, but is included in the bid should we not be able to meet our IEPA permit requirements or due to an equipment failure that would prevent us from dewatering the sludge.

The contract duration is for 5 years beginning May 10, 2021 through December 31, 2026. The contract unit prices for 2021 and 2022 are fixed at the unit prices as bid. Commencing on January 1, 2023 and for each calendar year of the contract thereafter, the contract shall have the ability to increase the unit prices in an amount not to exceed the Chicago Area Consumer Price Index (CPI-U) for the prior twelve months. In addition, the contract allows for an additional two-year extension through 2028.

Staff recommends awarding the 2021-2026 Biosolids Management Program to Synagro in the amount of \$43,935.00 for 2021 as well as the contract through 2026 with the adjustments as noted for the CPI-U.

Implications:

Is this item budgeted? Yes. The FY2021 Budget allocates a total of \$68,000 for biosolids hauling in water/sewer fund 51918220-61600.

Any other implications to be considered? None.

Attachments:

Resolution
Contract
Exhibit A

RESOLUTION NO. 2021-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE BIOSOLIDS HAULING SERVICES FOR THE 2021 – 2026 BIOSOLIDS MANAGEMENT PROGRAM BETWEEN THE VILLAGE OF ROSELLE AND SYNAGRO

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an Agreement with Synagro 435 Williams Court, Suite 100, Baltimore, MD, 21220 for Biosolids Hauling Services for the 2021-2026 Biosolids Management Program; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the Village of Roselle to authorize the services with Synagro associated with the 2021-2026 Biosolids Management Program; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal for the 2021-2026 Biosolids Management as described in Exhibit A.

WHEREAS, the Village budgeted funds for the above stated program in the Water & Sewer Operating Fund; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and agreement for 2021-2026 Biosolids Management Program as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain Agreement for 2021-2026 Biosolids Management Program between the Village of Roselle and Synagro Central, LLC., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 10th day of May, 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. _____ FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Synagro Central, LLC (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide Biosolids Management services associated with biosolids hauling and land application to the Village; and

WHEREAS, Synagro Central, LLC (hereinafter "Consultant") agrees to provide the necessary biosolids management services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent consultant for the Village performing those Biosolids Management Services, which are described in the Bid Documents Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant based on the bid award pricing. A breakdown of these fees is summarized in the Bid Document Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of five years terminating December 31, 2026, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation

policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. This Agreement may be terminated by the Village without cause upon fourteen days written notice. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The Village may terminate this agreement without cause upon seven calendar days' notice. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; (c) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this contract with postage prepaid and deposited in the United States mail or by e-mail sent to the Consultant's Project Manager. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and

notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement

by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ___ day of _____, 20____.

VILLAGE OF ROSELLE
VILLAGE ADMINISTRATOR
31 S. PROSPECT STREET
ROSELLE, IL 60172

Synagro Central, LLC
435 Williams Ct Suite 100
Baltimore, MD 21220

BY: _____

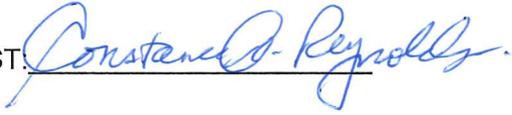
Mayor

BY:  _____

Sales Support Manager

ATTEST: _____

Clerk

ATTEST:  _____

ATTACHMENT A



RETURN WITH BID

Schedule of Prices

Project: 2021 – 2026 BIOSOLIDS MANAGEMENT PROGRAM

(For complete information covering these items, see plans and specifications)

Base Bid

Item No.	Items	Unit	Quantity	Unit Price
1.	Biosolids Land Application	Cubic Yard	1.0	\$20.20
2.	Biosolids Landfill Hauling Orchard Hills, Davis Junction	Cubic Yard	1.0	\$34.90
3.	Aerobic Digested Sludge Liquid Land Application	Gallon	1.0	\$0.35

The Village reserves the right to add or delete quantities from any of the items. No extra compensation will be allowed.