



Agenda Item Executive Summary

Item Name Biosolids Disposal Service Agreement Award Committee or Board Board

BUDGET IMPACT

Amount:	\$ 97,020.00/annually	Budgeted	\$100,000.00/annually
List what fund	Sewer		

EXECUTIVE SUMMARY

The biosolids that come from the treatment plant must get hauled off and disposed of properly. Village staff looked at two different options. The first one was continuing to use sludge hauling with daily/weekly trailer disposal and the second consisting of storing sludge in the storage building for pickup twice a year, located at the wastewater treatment plant.

Due to the original contract expiring March 31, 2023, staff sent out a Notice to Bidders in the Daily Herald on February 22, with bids to be returned on March 8th at 10:00 a.m. Two (2) bids were returned and prices ranged \$97,020.00 to \$107,604.00. Synagro Central, LLC. was the low bidder once again. A bid tab is attached for review. If awarded, Synagro Central, LLC will continue their service for the wastewater treatment facility. This is a five-year contract that is renewed annually with the contractor.

RECOMMENDATION

Staff recommends awarding the 5-year sludge hauling contract to Synagro Central, LLC.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2023-___-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BIOSOLIDS DISPOSAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC.

Staff: Dan Dinges, Director of Public Works

Date: 3/13/23

Memo

DATE: March 13, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Biosolids Disposal Service Agreement

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VILLAGE OF BARTLETT

Biosolids Disposal by Land Application

BID TABULATION

March 8, 2023

Item No.	Items	Quantity	Unit	Unit Price	Total	Unit Price	Total
1A	Trailer Pick-Up and Haul Off	4,200	Cu. Yd	\$23.10	\$97,020.00	\$36.00	\$151,200.00
1B	5-Year Contract Service*			\$485,100.00		\$756,000.00	
ALTERNATE 1							
2A	Semi-Annual Bulk Pick Up	4,200	Cu. Yd	\$25.62	\$107,604.00	\$28.00	\$117,600.00
2B	5-Year Contract Service*			\$538,020.00		\$588,000.00	

*Price May Increase per CPI Annually

Synagro
435 Williams Ct, Suite 100
Blatimore, MD 21220

Stewart Spreading, Inc.
3870 N. Rt 71
Sheridan, IL 60551

RESOLUTION 2023 - _____

A RESOLUTION APPROVING OF THE CONTRACT FOR THE BIOSOLIDS DISPOSAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Contract for the Annual Biosolids Disposal Service in the Village of Bartlett, dated March 21, 2023 between the Village of Bartlett and Synagro LLC. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 21, 2023

APPROVED: March 21, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on March 21, 2023 and approved on March 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BARTLETT BIOSOLIDS DISPOSAL SERVICE AGREEMENT

This Bartlett Biosolids Disposal Service Agreement (the "Agreement") is entered as of this 21st day of March, 2023 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Synagro Central, LLC (the "Contractor") (collectively, the "Parties").

WITNESSETH:

That for and in consideration of the payments set forth in the Contractor's Proposal for the Bartlett Biosolids Disposal Services specified in the Contract Documents, Contractor agrees with the Village that the Contractor, at its own proper cost and expense, to do all work, furnish all materials and all labor necessary to perform the Biosolids disposal Services in accordance with the terms, conditions and specifications, special provisions and maps set forth in the Contract Documents hereinafter described and defined, and in full compliance with all of the parts of this Agreement and the said Contract Documents.

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Service Work.**

A. The proposed work includes, but is not limited to, the disposal of mechanically dewatered biosolids produced in the treatment of domestic wastewater throughout the Term and any Extended Term, in strict accordance with the Contract Documents (hereinafter defined) and sometimes hereinafter alternatively referred to herein as the "Project" or the "Service Work".

B. Contract Documents mean and include: (i) this Agreement; (ii) Bid Documents for Biosolids disposal Services for the Village of Bartlett, including but not limited to (a) Invitation to Bid, (b) Instructions to Bidders, (c) Bid Proposal form, (d) Bid Schedule, (e) Bid Conditions, (f) General Conditions of the Contract; and (g) the Contractor's Bid Proposal and Documents, which documents are expressly incorporated herein by reference and are collectively referred to herein as the "Contract Documents". In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the other Contract Documents, the terms and conditions of this Contract shall control. In the event of any conflict between the terms and conditions of any of the other Contract Documents, the most stringent requirements as determined by the Village shall control.

2. **Renewable Contract and Term.** This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew, is given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First

Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4) and the Fourth Extension Term (year 5), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Service Work set forth in Section 3 of this Agreement, and shall be applied to the then applicable number of units.

3. Contract Sum and Contract Sum Payment Procedure.

A. All payments under the Agreement shall be payable monthly based on a monthly invoice for the Service Work equal to one-half (1/2) of the annual cost based on (1) the Price per Collection per cubic yard of sludge set forth in the Contractor's Proposal (collectively, the "Contract Sum"). The price per Collection per Dwelling, Quantity per Year, and Annual Dwelling Unit Price shall remain the same for each year of the Extended Term, if extended, in accordance with Section 2 of this Agreement. The Village does not guaranty the accuracy of the estimated Cubic Yards for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to the estimated Number of Units exceeding or being less than the actual Number of Units.

B. Contractor shall provide semi-annual (or monthly) invoices to the Village throughout the Initial Term and for each Extension Term in the event the Contract is extended, for the Service Work for the biosolids disposal service provided In June and October of each year during the Initial Term or any Extension of the Extended Term. It shall be a condition precedent to the Village obligation to make a semi-annual payment that the Contractor shall have submitted to the Village, on or before the fifteenth day of the month in which the Contractor is applying for a payment for the preceding Service Work performed, an invoice and a detailed list of the actual Number of Units and addresses served.

C. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced has been completed for the biosolids disposal service invoiced in strict compliance with the terms and conditions herein, and in the other Contract Documents. The Village shall deduct from the payment due each semi-annual period during the Initial Term or any Extended Term amounts as determined for incomplete work, deficient work, and for any unsettled claims. The Village shall pay the balance of the invoice and provide a detailed explanation of any such deductions, and pay any amount deducted within 30 days after verification that any incomplete Service Work has been completed and/or any deficient Service Work has been corrected.

D. The Prevailing Wage Act (820 ILCS 130/01, *et seq.*)

4. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

5. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

7. **Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

8. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Service Work and represents and warrants that the Specifications, Maps and other Contract Documents are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Service Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

9. **Insurance.** Contractor shall procure and maintain for the duration of the Term and for each extension of the Extended Term, if any, insurance of the types and in amounts of not less than the coverages listed in Section 3 of the General Conditions in the Contract Documents. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

10. **Indemnification.** Contractor shall hold harmless, defend and indemnify the Village and its officers, officials and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Service Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

11. **Default.** In addition to the Owner's right to terminate the Agreement for breach, in the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in Section 12 below.

12. **Limitation on the Owner's Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

13. **Delays in Service.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Price per Collection per Cubic Yard, Quantity per year as a result of any delays in the progress of the Service Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Service Work in accordance with the Scope of Work, Biosolids disposal Dates for 2023 set forth in the Detailed Performance Specifications and the Bidder's Schedule set forth in the Contract Documents, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Service Work, except for remedies Contractor may be entitled to under the Prompt Payment Act (50 ILCS 505/).

14. **Relationship of the Parties.** It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use

its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

15. **Contractor Control Over Manner, Means and Methods of Service.** Contractor shall at all times have sole control over the manner, means and methods of performing the Service Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Service Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Service Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Service Work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees performing the Service Work and all other persons who may be affected thereby.

16. **Assumption of Liability.** To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

17. **No Waiver of Immunities and/or Privileges by the Village of Bartlett.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

18. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

19. **Work by Trade Unions.** If the Service Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Service Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

20. **Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/) and Contractor represents and warrants to the Village as follows:

A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any

Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Contractor or the Village, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to pandemic, epidemic, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause of any kind whatsoever which are beyond the reasonable control of the parties.

22. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

D. In construing this Agreement, section headings shall be disregarded.

E. Time is of the essence of this Agreement and every provision contained herein.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

Dated:

Dated:

VILLAGE OF BARTLETT

SYNAGRO CENTRAL, LLC

By: _____
Kevin Wallace, Village President

By: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Title: _____