Staff Report

Agenda Item: **AWARDING OF THE CONTRACT FOR THE DISPOSAL OF SLUDGE FROM THE TOWN OF CLARKDALE WASTEWATER TREATMENT PLANT (WWTP) STABILIZATION LAGOON AND APPROVAL OF THE TOWN OF CLARKDALE, 2010 SLUDGE DISPOSAL PROJECT AGREEMENT** – Awarding of a contract with SYNAGRO and approval of the 2010 Sludge Disposal Project for the removal, dewatering and disposal of sludge from the stabilization lagoon of the Town of Clarkdale Wastewater Treatment Plant.

Meeting Date: July 27, 2010

Prepared By: Wayne Debrosky, Utilities Director

Background: The Town of Clarkdale needs to remove, dewater, and dispose of the accumulated domestic sludge from the Town's WWTP stabilization lagoon. To facilitate this work the Town of Clarkdale advertised for bids to perform the above referenced work in the Verde Independent on June 13, 2010 and June 16, 2010. In addition, an attempt was made to contact all the contractors who had bid on the removal of sludge from the WWTP aeration lagoon in 2005. As of the Bid Opening on July 13, 2010 we had only received one (1) bid, which was from Synagro. The cost per dry ton was $1,175.00 and the amount of sludge to be removed is estimated to be from 150 to 170 dried tons. The total costs for sludge removal, dewatering, and disposal at $1,175.00 per dry ton would be between $176,250.00 for 150 dry tons, and $199,750.00 for 170 dry tons. All dried sludge will be disposed of according to regulatory requirements at an approved disposal site. The tons of dried sludge transported will be verified with daily production readings and disposal tickets.

Recommendation: To award the contract with SYNAGRO and approve the 2010 Sludge Disposal Project for the removal, dewatering and disposal of sludge from the stabilization lagoon of the Town of Clarkdale Wastewater Treatment Plant.

UTILITIES Department

P.O. Box 308
Clarkdale, Az. 86324
Phone (928) 639-2520 * fax (928) 639-2529
Town Hall (928) 639-2400 * fax (928) 639-2409

AWARD LETTER – TOWN OF CLARKDALE 2010 SLUDGE DISPOSAL PROJECT

Synagro of California, LLC
5616 South 91st Street
Tolleson, AZ 85353

Dear Mr. Voss

Your offer in response to our Solicitation dated July 13, 2010 for the "2010 Sludge Disposal Project", has been accepted by the Town of Clarkdale. The Contract for this project in the amount of $1,175.00 per dry ton/estimated removable material – 170 dry tons, has been awarded to you. A fully executed copy of the contract agreement is enclosed.

A Notice to Proceed date will be established at a later date by separate correspondence.

Within fifteen (15) calendar days, submit the following documents:

a. A signed copy of the Performance Bond (Standard Form 25) and the Payment Bond (Standard Form 25-A), which are to be executed in the following amounts:

   Performance Bond equal to 100% of the contract price
   Payment Bond equal to 100% of the contract price

You should be thoroughly familiar with all provisions of the contract, including any plans and specifications. Your subcontractor(s) should also thoroughly understand contractual requirements concerning their operations.

All claims submitted pursuant to any contractual provision shall be forwarded directly to the Project Coordinator and a copy furnished to the Utilities Director. (In no instance will a final decision be made or signed by the Utilities Director.)

If you have any questions, please contact the Utilities Department. We look forward to working with you on this project.

Sincerely,

TOWN OF CLARKDALE

Wayne Debrosky

Wayne Debrosky,
Utilities Director

Enc.WD/ely

UTILITIES Department

P.O. Box 308
Clarkdale, Az. 86324
Phone (928) 639-2520 * fax (928) 639-2529
Town Hall (928) 639-2400 * fax (928) 639-2409

NOTICE TO PROCEED – TOWN OF CLARKDALE 2010 SLUDGE DISPOSAL PROJECT

Synagro of California, LLC
5616 South 91st Street
Tolleson, AZ 85353

NOTICE TO PROCEED

Dear Mr. Voss

This letter constitutes your official Notice to Proceed. The effective date of the Notice to Proceed is to be determined. Work shall be completed 30 days after start date.

If you have any questions, please call the Public Works Department at (928) 639-2550.

Sincerely,

TOWN OF CLARKDALE

Wayne Debrosky

Wayne Debrosky,
Utilities Director

Town of Clarkdale 2010 Sludge Disposal Project Agreement

This agreement, made this 21st day of July 21, 2010, by and between the Town of Clarkdale, Arizona, Post Office Box 308, Clarkdale, AZ 86324, hereinafter called OWNER and **Synagro of California, LLC, 5616 South 91st Street, Tolleson, AZ 85353,** hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The CONTRACTOR will commence and complete the **Town of Clarkdale's 2010 Sludge Disposal Project**, hereinafter called PROJECT.

The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

The CONTRACTOR will complete the PROJECT, as specified in the CONTRACT DOCUMENTS, by **30 Days after project start date,** unless the period for completion is otherwise extended by the OWNER.

The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the quantity amounts shown in the BID SCHEDULE.

The term CONTRACT DOCUMENTS means and includes the following:

AGREEMENT
REQUEST FOR PROPOSALS
INFORMATION FOR BIDDERS
BID PROPOSAL
BID SCHEDULE
PERFORMANCE BOND
PAYMENT BOND
CERTIFICATE OF INSURANCE
NOTICE OF AWARD
NOTICE TO PROCEED

The CONTRACTOR shall submit to the Utilities Director a pay estimate, filled out and signed by the CONTRACTOR covering the work performed during the period covered by the pay estimate and supported by such data as the Utilities Director may reasonably require. Within ten (10) days of receipt of the pay estimate, the Utilities Director shall indicate in writing his approval of payment and present the pay estimate to the OWNER, or return the pay estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the pay estimate.

The OWNER will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR A PROGRESS PAYMENT ON THE BASIS OF THE APPROVED PARTIAL PAYMENT ESTIMATE. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS.

Legal Arizona Workers Act Compliance. CONTRACTOR hereby warrants that it will, at all times during the term of this contract, comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that TOWN shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the TOWN and any subcontractor.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor (subject to TOWN approval) as soon as possible so as not to delay project completion and at no additional expense to the TOWN. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

CONTRACTOR shall advise each subcontractor of TOWN's rights and the subcontractor's obligations under this Article by including a provision in its contract with each subcontractor in the following form:

SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the E-Verify requirements of A.R.S. §23-214(A). SUBCONTRACTOR further agrees that the Town of Clarkdale may inspect the SUBCONTRACTORS's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each one of which shall be deemed an original on the date first above written.

OWNER:

TOWN OF CLARKDALE

ATTEST:

Richard Dehnert, Vice Mayor

Kathy Bainbridge, Town Clerk

CONTRACTOR – **Synagro of California, LLC**

ATTEST:

Signature

Signature

Printed Name & Title

Printed Name & Title