



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

November 7, 2013

Synagro of Texas – CDR, Inc.
Attn: Andrew Bosinger
1800 Bering Drive, STE 1000
Houston, TX 77057

The City has awarded a contract to your company to provide for the hauling and land application of biosolids in accordance with the attached referenced documents.

Responsible Department:	Austin Water Utility
Department Contact Person:	Andres Ramirez
Department Contact Email Address:	Andres.ramirez@austintexas.gov
Department Contact Telephone:	512/972-0310
Project Name:	Biosolids Hauling Services and Land Application
Contractor Name:	Synagro of Texas – CDR, Inc.
Contract Number:	NA140000022
Delivery Period:	11/18/13 through 11/17/14
Contract Amount:	\$4,652,000
Extension Options:	Two 12-Month Extension Options
Extension Amount Per Option:	\$4,652,000
Requisition Number:	RQM 2200 13061300423
Solicitation Number:	STA1091
Council Date:	10/17/13
Agenda Item No.:	21

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Stephen T. Aden, Corporate Purchasing Manager at 512/972-4040.

Sincerely,

Yolanda Miller
Deputy Purchasing Officer
Purchasing Office
Finance and Administrative Service Department

cc: Andres Ramirez, Austin Water Utility

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
SYNAGRO OF TEXAS – CDR INC. ("Contractor")
for
BIOSOLIDS HAULING AND LAND APPLICATION
CONTRACT NO. NA140000022

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Synagro of Texas – CDR Inc., having offices at Houston, TX 77057 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1091.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA1091 including all documents incorporated by reference

1.1.3 Synagro of Texas – CDR Inc., Offer, dated 8/5/13, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$4,652,000 for the initial Contract term and \$4,652,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Yolanda Miller

Printed Name of Authorized Person



Signature

Deputy Purchasing Officer

Title:

November 7, 2013

Date:



Amendment No. 2
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas –CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 18, 2015 through November 17, 2016. There are no remaining options.
- 2.0 The total contract amount is increased by \$4,652,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00
Amendment No. 2: Option 2 11/18/2015 – 11/17/2016	\$4,652,000.00	\$13,956,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Matt deWitt 11/13/15

Printed Name: Matt deWitt
Authorized Representative (Assistant Secretary)

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR
435 Williams Court,
Baltimore, MD 21220
(443) 489-9104
m.de Witt@synagro.com

Sign/Date: Mike Benson 11/17/15

Mike Benson, Chief Administrative Officer
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA140000022
for
Biosolids Hauling Services and Land Application
between
Synagro of Texas -CDR, Inc.
dba Synagro of Texas-CDR
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 18, 2014 through November 17, 2015. One option remains.
- 2.0 The total contract amount is increased by \$4,652,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/18/2013 – 11/17/2014	\$4,652,000.00	\$4,652,000.00
Amendment No. 1: Option 1 11/18/2014 – 11/17/2015	\$4,652,000.00	\$9,304,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *Geoff Roberts* 10/16/14
Printed Name: Geoff Roberts, CEO/PRESIDENT
Authorized Representative

Synagro of Texas-CDR, Inc.
dba Synagro of Texas-CDR
435 Williams Court,
Baltimore, MD 21220
(443) 489-9047
jreed@synagro.com

Sign/Date: *Michael Benson* 11/10/14
Mike Benson
Chief Administrative Officer

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA1091

4. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 12-MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. REQUIREMENTS

Location:	Days: Monday through Friday
Hornsby Bend Wastewater Treatment Plant	7:00 AM to 5:00 PM
Biosolids Management Plant	
2210 S. FM 973	
Austin, Texas 78725	

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

BID SHEET

AWU-250

CITY OF AUSTIN**"BIOSOLIDS HAULING SERVICES AND LAND APPLICATION"**

BID NO. STA1091

RQM NO. 2200 13061300423

BID OPENING DATE AND TIME: August 6, 2013 @ 2:15 PM

BUYER: Stephen Aden

Copies of Bid: Vendor must submit copies of its signed bid - ONE original and TWO copies.

Special Instructions: The Austin Water Utility anticipates expenditures of up to \$4,500,000 for every 12-month period, for a total of up to \$13,500,000 for 36-months.

ITEM NO.	ITEM DESCRIPTION/STOCK NUMBER	QUANTITY	UNIT	UNIT PRICE	
	<i>The AWU estimates annual biosolids usage of at least 15,000 cubic yards in composting and 140,000 to 150,000 cubic yards in land application</i>				
1	REGULAR HOURS - Transport and land application of Class B biosolids at Contractor's site, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	32.00	
2	AFTER HOURS, WEEKENDS OR HOLIDAYS - Transport and application of Class B biosolids at Contractor's site, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	32.00	
3	REGULAR HOURS - Biosolids composting at Hornsby Bend, sampling, hauling and applying compost at Contractor's site Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	25.00	
FOR INFORMATIONAL PURPOSES ONLY - CONTRACTOR MUST COMPLETE TO BE CONSIDERED FOR AWARD OF CONTRACT					
4	REGULAR HOURS - Transport and application, to a landfill, Monday through Friday, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	37.00	
5	AFTER HOURS, WEEKENDS AND HOLIDAYS - Transport and application, to a landfill, sun up to sun down, including any and all charges for service.	1	CUBIC YARD	37.00	
6	Price per cubic yard to haul and apply biosolids on site at Hornsby Bend. Contractor shall provide marking of field areas to be applied, perform application calculations, haul and apply with contractors equipment, provide soil sampling and analyses, and provide report on cubic yards and dry tons applied per field.	1	CUBIC YARD	7.80	
7	Price to perform soil sampling on all land application fields at the Hornsby Bend site once per contract period, including analyses and report per TCEQ regulations and the Hornsby Bend permit.	1	PER ANNUAL SOIL SAMPLING	9,800.00	

COMPANY NAME: Synagro of Texas-CDR, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Eric Zimmer, President

EMAIL ADDRESS: abosinger@synagro.com

ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME Brenda Metcalf PHONE NUMBER: 443-489-8086

BIDDERS SHALL SUBMIT A "SAMPLE INVOICE" WITH BID.