

Biosolid Removal Services For Wastewater Treatment Facility

Bid Specifications
For Calendar Years 2017-2022

City of Sullivan, Missouri

Legal Notice Invitation to Bid

Sealed bids for removal of liquid biosolids from the wastewater treatment facility for land application or contract hauling to proper facility for final disposal will be received by the City of Sullivan, Missouri at the City Hall located at 210 W Washington, Sullivan, MO 63080, until 10:00 o'clock a.m. Wednesday, December 14, 2016. The bids will be publicly opened and read aloud. All bids will be clearly marked "Biosolid Removal Services Bid – Sullivan".

Bid specifications may be obtained at the Sullivan City Hall, 210 W Washington, Sullivan, MO 63080 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Conditional bids will not be accepted.

Each bidder shall execute and submit a non-collusion affidavit (copy attached to specifications) with the submission of their bid.

Each bidder shall provide a certificate of insurance in the amount not less than \$2 million per occurrence and provide the City with an additional insured endorsement listing the City of Sullivan as an additional insured for general liability.

Each bidder shall provide proof of pollution liability, automobile liability, and worker's compensation insurance.

Each Bidder shall provide proof that they are enrolled and participate in E-verify and they meet the OSHA 10-hour Construction Safety Program requirements for public contracts. Both of these requirements are required by State or Federal Statute effective January 1, 2009.

All bids shall remain open for thirty (30) days.

The contract term is from March 1, 2017 to December 31, 2022.

The City of Sullivan reserves the right to accept or reject any and all bids and to waive any irregularities in the bidding process.

Instructions to Bidders

PROPOSAL

Proposals shall be made on the form(s) herein provided. Such proposals shall be endorsed **Biosolid Removal Services Bid – Sullivan** and addressed to the City of Sullivan, 210 W Washington, Sullivan, MO 63080. Proposals shall include bid proposal, experience statement, non-collusion affidavit, proof of liability insurance, proof of worker's compensation coverage, proof of enrollment and participation in E-Verify, and proof of successful participation in the OSHA 10-hour Construction Safety Program.

NON-COLLUSION AFFIDAVIT

Every bidder shall complete, sign, and notarize the non-collusion affidavit hereinafter included in these specifications. Said non-collusion affidavit shall be included with the bid proposal.

INSURANCE REQUIRED

Each bidder shall provide proof of liability insurance not less than \$2,000,000 per occurrence. Each bidder shall also provide proof of pollution liability, automobile liability, and worker's compensation insurance.

E-VERIFY COMPLIANCE REQUIRED

Each Bidder shall provide proof that their company is enrolled in E-Verify, as required by law. Information on E-Verify may be obtained at 1-888-464-4218. There is no charge for this program.

OSHA 10-HOUR CONSTRUCTION SAFETY TRAINING REQUIRED

Each Bidder shall provide proof that the employees that will be employed within the scope of this project have successfully completed the OSHA 10-Hour Construction Safety Training course, as required for public projects.

COMPETENCY OF BIDDERS

Each bidder shall furnish satisfactory evidence that he or she has the necessary resources to fulfill the conditions of the contract documents, in the form of an experience statement, list of available equipment, or other such document(s) providing proof of ability to adequately perform the functions of the contract. Each bidder shall furnish three references related to similar biosolid removal services projects.

RIGHT TO REJECT BIDS

The City of Sullivan reserves the right to reject any and all bids and to waive any irregularities in the bidding process, at the sole discretion of the City.

AWARD OF CONTRACT

The contract will be awarded to the bidder whose proposal is deemed to be the lowest and best by the City of Sullivan. Failure of the City of Sullivan to execute a signed contract shall render the bids received under this proposal null and void.

BID PROPOSAL

To the City of Sullivan, Missouri, for biosolid removal services from the city's waste water treatment facility on an as needed basis upon approval of the contract for the period of January 1, 2017, through December 31, 2022.

In accordance with the instructions and specifications contained within the Bid Specifications, the following proposal is respectfully submitted:

Biosolids Suitable for Land Application

Gallons Removed	Price/Gallon
0 to 100,000	
0 to 200,000	
0 to 300,000	
0 to 400,000	

Biosolids Not Suitable for Land Application

Gallons Removed	Price/Gallon
0 to 100,000	
0 to 200,000	
0 to 300,000	
0 to 400,000	

Total Bid Amount (Price/Gallon) Bid amounts per gallon shall be all inclusive for the duration of the contract.

By submission of this bid, Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or any competition, is willing and able to execute this contract on the commencement date of the contract, and is duly authorized to enter this bid on the behalf of any corporation or entity for which this bid has been entered.

Bid Proposal Respectfully Submitted By:

Firm Name

Street Address

Signature

City, State, and Zip Code

Title

Date

Telephone Number

Fax Number

E-mail Address

Federal Identification Number

NON-COLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first and duly sworn, deposes and says

that he/she is _____ of _____,
(sole owner, partner, president, etc)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of any affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of any other bidder, or to secure any advantage against the **City of Sullivan, Missouri** or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public in and for

_____, County, _____

My commission expires _____.

BID PROPOSAL SPECIFICATIONS

BIOSOLIDS REMOVAL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Biosolids (sewage sludge) removal.
2. Transportation and disposal.

1.2 SUBMITTALS

A. Work Plan. Contractor shall not begin biosolids removal or processing until approval by Owner of Contractor's work plan. Owner's approval of the work plan will be contingent on acceptance by Missouri Department of Natural Resources (MDNR) and/or Environmental Protection Agency (EPA). The time necessary for preparation, review and approval of the work plan, including revisions required to obtain approval, shall not cause any change in the bid price or a time extension to complete the work. The work plan shall describe in detail how the work under this section will be executed, including, but not limited to, the following:

1. Proposed methods for liquid removal, biosolids removal, and processing.
2. Proposed staging areas and temporary pumping, piping, and processing layouts with descriptive sketches.
3. Proposed disposal sites, copies of all agreements with disposal site owners, permits, maps of each disposal site, haul routes, available acreage or daily disposal capacity, crops, soil pH, buffers, total volume of biosolids anticipated for disposal at each site, storage pad locations and sizes, application rates and methods, sampling plan and testing laboratories, and tracking and reporting forms. Specific details shall be identified for each disposal method and site.
4. Type of equipment and number of units to be used.
5. Site road maintenance plan.
6. List of subcontractors with description of their roles.
7. List of materials and chemicals intended for use.
8. Odor control methods.
9. Other items specified or necessary for regulatory compliance or proper removal and disposal of all liquids and biosolids.

- B. Completed forms and reports including, but not limited to, the following:
 - 1. Applicable sections of MDNR Form S and supporting documentation, including all conditions and requirements for compliance with MDNR's Standard Conditions for NPDES Permits Part III.
 - 2. End of calendar year reports during which biosolids were removed.
 - 3. Any forms and reports required by the local or controlling authority if biosolids are transported or disposed in another state.
 - 4. Daily, weekly, monthly, and project-to-date reports.

- C. Records to show the following:
 - 1. Accurate and verifiable method measuring the volume of biosolids removed in each truckload. This can be accomplished by any method agreed upon by the contractor and the City, such as properly calibrated flow meters on the application equipment or weighing all trucks after loading and after application at a certified scale.
 - 2. Average solids content of each truckload.
 - 3. Copies of all shipping manifests.
 - 4. Copies of all disposal manifests.
 - 5. All laboratory and testing records.

1.3 PROJECT CONDITIONS

- A. Disposal of biosolids by land application or haul to receiving facility shall be Contractor's option, subject to Owner approval.
 - 1. Land application of biosolids will be permissible on areas in accordance with regulatory loading limits.
 - 2. Storage will be provided at the treatment facility to allow contractor adequate time to arrange loading and transportation of the material to an offsite location. Access will be provided to the storage basin to be accessed by large semi trucks and trailers, and necessary loading equipment.
 - 3. The contractor shall remove all stored volume of the material from the City facilities in a safe and timely fashion, so as not to delay ongoing process at the facilities. Removal shall occur on an as needed basis, as determined by the City.
 - 4. The contractor shall provide all necessary equipment and manpower to complete the removal and proper disposal of the materials. This shall include but not be limited to:

- a. A pump/loader to load the material from the storage facilities onto semi trailers.
 - b. Trucks to transport the material to the designated disposal sites.
 - c. Spreading equipment to properly land apply the material at the disposal sites.
 - d. Reporting to all state and federal agencies.
- B. Contractor shall locate all disposal sites, and coordinate all activities at the disposal site, including transportation and proper land application of the material.
- C. Contractor shall guarantee all transportation and land application of the material shall be done in accordance with all local, state and federal laws and guidelines regulating such activities.
- D. Contractor shall provide proof of insurance for all matters associated with this project, which shall include but not be limited to:
 - 1. General Liability
 - 2. Pollution Liability
 - 3. Automobile Liability
 - 4. Workers' Compensation
- E. City agrees to provide an analysis of the materials. This analysis shall at a minimum meet all State and Federal testing requirements of the materials. Contractor shall review analysis and shall guarantee that no portion of the material is unsafe for use for land application purposes on agricultural areas.
- F. In the event of unsatisfactory performance by the contractor, City shall notify said contractor immediately. If said unsatisfactory performance shall not be corrected within 48 hours, the City shall have the right to terminate this contractor. If the City incurs any damages as a result of unsatisfactory performance of contractor said contractor shall pay said damages and all associated legal fees.
- G. Contractor shall not block access or interfere with Owner operations at the site without permission from the Owner.
- H. Biosolids physical and chemical testing and analyses shall comply with MDNR's Standard Conditions for NPDES Permits Part III.
- I. Effluent limits or any permit conditions for the wastewater treatment plant shall not be exceeded due to Contractor operations at the site. Effluent sampling shall be performed by Owner.

- J. Biosolids is a Missouri special waste. Contractor shall comply with all applicable regulations governing the handling, transport, and disposal of special waste and biosolids.
- K. Provide protection necessary to prevent damage to existing improvements. Restore damaged improvements to their original condition, as acceptable to Owner.
- L. Contractor shall obtain all required permits, not already acquired by Owner, for removal, processing, transporting, and disposal of the biosolids. Contractor is responsible for all permit costs, renewals, etc., and for compliance with all permit conditions. For permits that must be in Owner's name, Contractor shall complete permit applications and have required number of originals ready for submittal including permit fees, when delivered to Owner for signatures. The time necessary to obtain permits shall not cause any change in the bid price or a time extension to complete the work.

2.1 TRANSPORTATION AND DISPOSAL

- A. Transport biosolids for disposal in accordance with the Contract and applicable regulations, permits, and agreements.
- B. All landfill tipping fees and any costs for land application shall be paid directly by Contractor.
- C. Contractor shall provide Owner a copy of each permit or agreement and allow Owner to inspect any operations.
- D. Contractor shall notify Owner if Contractor intends to use a disposal site other than those listed in the Work Plan. Use of an alternate disposal site, if approved, shall be at no additional cost or delay to Owner.
- E. Operators or vehicles without proper license or permits shall not perform any work on this Contract.
- F. Contractor is responsible for any spill from loading, transporting, or disposing biosolids.
- G. Contractor shall perform dust control, mud removal from trucks and pavement, and pot hole/rut repairs of the haul road.
- H. Disposal at landfills is controlled by the facility. Disposal restrictions should be anticipated on foul weather days, weekends, and holidays. Disposal

facilities may also impose restrictions on the total quantity of biosolids disposed per day and may restrict disposal to certain times of the day.

- I. Multiple disposal facilities may be used to increase the volume of biosolids disposed on a daily or weekly basis. Contractor shall determine disposal restrictions at each facility and conduct operations to reduce disruptions to the biosolids disposal rate.

END OF SECTION 02310

DEFINITIONS:

City – The City of Sullivan, Missouri.

Contractor – The person, partnership, corporation, or other entity submitting the bid and/or the person, partnership, corporation, or other entity that is awarded a contract to perform the bid specifications.

PRE-BID MEETING:

The City of Sullivan will be conducting a pre-bid meeting on Wednesday, December 7, 2016 at 1:30 p.m. to discuss the project sites and project expectations. Any interested bidders are encouraged to attend prior to submitting bids.

DUE-DILIGENCE

Interested bidders are encouraged to contact City Engineer Robert Schaffer at 573-468-8965. You are also encouraged to travel to the project site to inspect the area prior to submitting your bid for this project.

CONTRACT TERMS:

The bid price will remain fixed for contract period.

The winning bidder shall enter into a contract with Sullivan, MO subject to the bid specifications contained herein. Failure of the City to enter into contract with the winning bidder according to the specifications contained herein shall be sufficient grounds for the winning bidder to withdraw terms offered to the City under these bid specifications.

The contractor's bid shall be inclusive of every charge relating to the contractor's provision for services including, but not limited to:

1. The contractor's charges for transportation;
2. All fuel and maintenance expenses;

3. Any and all federal, state, or local governmental fees, taxes, or assessments;
4. Contractor's equipment and machinery.

The contractor shall be solely responsible for the payment of all charges relating to the services furnished to the City. Other than the Contractor's contract fee to be paid as provided herein, the contractor shall not invoice or collect any separate or additional charge from the City.

The City shall award the contract to the lowest and best responsive bidder within thirty (30) days of bid opening. Notwithstanding the provisions contained in the bid specifications, the City reserves the right to reject any and all bids and to negotiate contract terms with the bidder determined to be the lowest and best responsive and responsible bidder.

Contractor shall be an independent contractor and shall furnish his/her own tools, equipment, fuel, and employees. All equipment and tools shall be in proper repair, insured, and properly registered. All employees operating equipment shall meet all necessary licensing and/or registration requirements within the State of Missouri.

Contractor shall be an independent contractor and is solely responsible for reporting income earned under this contract to any appropriate government agency(s).

Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the contractor (or specified subcontractor) and shall be fully qualified to perform the work required. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Contractor shall carry in full force and effect, insurance necessary to comply with the requirements of the workmen's compensation requirements of the State of Missouri.

Contractor shall require his/her insurance carriers to provide Certificates of Insurance to the City of Sullivan, Missouri showing names of companies, amount of insurance coverage, expiration date or dates, and policy number or numbers.

Contractor shall require his/her insurance carrier to have the City of Sullivan endorsed as an additional insured party on said liability insurance coverage.

General Indemnification. The contractor shall indemnify the City of Sullivan, Missouri, any of its members, employees, agents, officers, and consultants (each an indemnity) against, and hold each indemnity harmless from any and all claims, demands, causes of action, judgments, liens, penalties, costs, and expense whatsoever, including attorney's fees and expenses, of any kind or nature whatsoever, including, but not limited to, claims for bodily injury, illness or death, property damage including loss of use which may at

anytime be imposed upon, incurred by or asserted against any indemnity as a result of any performance or lack of performance by the contractor or any of its agents or employees of any of its or their obligations hereunder, or as a result of any negligence of the contractor or any of its agents or employees. This indemnification of the City of Sullivan is not limited by the amount of any insurance coverage available to the contractor. Such indemnification shall not include claims or demands arising out of the negligence or misconduct of the City.

Contractor shall be enrolled and participate in E-Verify, as required by law.

Contractor shall insure all employees employed in the provision of services related to this project are compliant with the OSHA required 10-hour Construction Safety Course for public projects.

This project is a public project and requires contractor to abide by the prevailing wage standards within Franklin County for the completion of the project. Contractor shall supply payroll verification documents to the city, with the submission of the payment request (invoice). Said documents shall be kept on file at the city, as required by law.

The illegal use, possession, dispensation, distribution, manufacture, or sale of a controlled substance or illegal drug by contractor, an employee of the contractor, or approved subcontractor at any service site is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for immediate termination of this contract.

The City shall pay the contractor no later than the last day of the month, the total due for services provided during the previous pay application. Contractor shall provide the City Engineer a written invoice documenting the removal of biosolids. The biosolids will be removed to a level as directed by the plant operator.

Both parties, Contractor and City, shall have the right to terminate this contract by providing the other party written 60-day notice of the desire to terminate said contract.

Contractor shall possess a valid Sullivan Business License.

BIDDING REQUIREMENTS

1. GENERAL.

The successful Bidder will be required to furnish equipment, materials labor insurance, etc., required to complete the project and to fully comply with the requirements of the specifications and other Contract Documents.

2. PREPARATION OF BID.

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

3. INTERPRETATION OF CONTRACT DOCUMENTS.

- A. Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents.
- B. Any Bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request from the City Engineer an interpretation thereof.
- C. Interpretations will be made only by Addendum, duly issued, and a copy of each addendum will be mailed or delivered to each party who has received a set of these Contract Documents. Information obtained from an officer, agent, or employee of the City of Sullivan or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any and all of the Conditions of the Contract.
- D. No interpretation addendum will be issued within the last three (3) days before the bid date unless the bid date is changed accordingly to allow time for bidders consideration.
- E. The Bidder shall be solely responsible for any explanation or interpretation of the Contract Documents other than by duly issued addenda.

4. FAMILIARITY WITH SITE AND CONDITIONS.

- A. The Bidder, before submitting his proposal, shall by careful examination, satisfy himself as to the following:
 - 1. Nature and location of Work.
 - 2. Character, quality, and quantity of materials to be encountered.

3. Character of equipment and facilities needed prior to and during execution of the proposed Work.
 4. General local conditions.
 5. Requirements for maintaining existing facilities in continuous service, if necessary and required.
 6. Existence of any other conditions which might affect the cost or time of completion of the Work.
- B. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid. Filing the proposal shall confirm that the examination of site and conditions have been made by the Bidder and the existing conditions are accepted by him.

5. WITHDRAWAL OF BIDS.

- A. Proposals may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening, provided the proposal has been properly marked and can be positively identified.
- B. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Sullivan and the Bidder.

6. CONTRACT.

The Contract when executed shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the City of Sullivan or by any other person.

7. INSURANCE.

The Contractor will be required to carry insurance as required and in the amount herein contained, during the lifetime of this Contract. Certification of Insurance coverage shall be filed with the City of Sullivan prior to the Notice to Proceed on the Project.

8. SAFETY STANDARDS AND ACCIDENT PREVENTION.

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations Section 1518 as published in the "Federal Register", Volume 36, No. 75, April 17, 1971.
- B. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.
- C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

9. TERMINATION. This Contract may be unilaterally canceled or terminated by either party without reason only after giving the other party sixty (60) days advance notice of such termination.