

September 24, 2013

Dear Bidder:

The City of Lawrence Department of Utilities is soliciting your proposal in pursuing a Land Application of Biosolids Project located at the Lawrence Wastewater Treatment Plant, Lawrence, Kansas. Enclosed is the Request for Proposal for your review and subsequent submittal. Proposals are due by October 15 at 5:00 p.m.

Prior to the awarding of the contract, the contractor must complete, or have on file, all performance bond and insurance requirements.

If you have any questions, please contact me at (785) 423-0034.

Sincerely,

Carolyn Woodhead
Utilities Specialists

enc.

cc: Dave Wagner, Director of Utilities
Mark Hegeman, Superintendent of Operations

Request for Proposal
City of Lawrence, Kansas
Department of Utilities/Wastewater Division

1. **Project:** The City of Lawrence, Kansas is proposing to contract with a qualified contractor for the removal and land application of semi-solid (cake) digested biosolids (17-21% solids) from storage located at the Lawrence Wastewater Treatment Plant for a one (1) year period, beginning 1/1/14 and ending 12/31/14 with the option to extend for additional years at both parties consent. The proposal should be for the removal of approximately 1500 dry tons total for the year or 9000 cubic yards for the year. This amount will be divided between 2-3 application events per year.
2. **Proposals Due:** October 15, 2013, 5:00 PM
3. **Submit To:** City of Lawrence
Department of Utilities
B1349: Biosolids Land Application Project
PO Box 708
Lawrence, KS 66044
4. **Contact:** Carolyn Woodhead, Utilities Specialist, Lawrence, Kansas Wastewater Treatment Plant, 785.423.0034, FAX 785.832.7806, email – cwoodhead@lawrenceks.org
5. **Site Inspection:** All contractors are encouraged to arrange for a site visit of the treatment plant prior to submitting a proposal. The treatment plant is located at 1400 East 8th Street, Lawrence, Kansas. Appointments are necessary by calling above contact.
6. **Project Description (Scope):** Biosolids are to be removed from the existing storage and land applied during 2 to 3 application events (spring, mid-summer, fall, or winter) dependent on needs of the program and with the City's approval of all sites. All activities must be conducted in a manner, which meets all existing regulations and requirements. The City of Lawrence currently works with several farmers in the area, therefore no additional farmland may be added to the program without specific approval from the City. The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area farms, or the operation of the treatment plant. The selected contractor will be required to supply all labor, equipment, and materials necessary to perform all biosolids and soil sampling, analyses, coordinating, loading, covered transporting, land application and incorporation of cake biosolids produced and stored by the wastewater treatment plant. Once approved by the Lawrence City Commission, the contract period will be from January 1, 2014 through December 31, 2014 and/or until all projects in progress are fully completed. The City may, at their option and with the agreement of the contractor, extend the period of this contract for additional year 12 month periods.

The contractor shall also be responsible for complying with all applicable regulations, monitoring and reporting requirements, sampling requirements, sample requirements (including proper preservation / holding times & transportation), and calculations. While the entire scope requires these services to be provided by the contractor, any reduced service options that may reduce the cost to the City should also be addressed in the proposal.

The Contractor shall keep and maintain records that will enable the City, as well as the contractor, to ascertain and determine clearly and accurately the total volume of all biosolids removed from the wastewater treatment plant storage. The method of record keeping by the contractor is subject to the City's approval. Records shall conform to those required under federal, state, and local regulations relating to biosolids and land application, and previous reporting submitted on behalf or by the City of Lawrence.

The anticipated quantities in 2014 are estimated to be approximately 1500 dry tons total for the year or 9000 cubic yards for the year, divided between 2-3 events (or mobilizations). The contractor will be responsible for handling 100% of the biosolids in storage at the time of each land application event plus any produced during the event. An adequate amount of personnel, application and transport equipment will be required to complete the application event in a **timely** manner. The successful contractor shall remove the total actual quantities stored in accordance with all federal, state, and local regulations.

The City of Lawrence management system standards referred to as the Lawrence Utilities Management System or LUMS. The successful contractor is required to comply with all elements that make up the City of Lawrence's Utilities Management System.

7. **Project Requirements:** The contractor must meet all specifications and utilize methods as outlined in all attachments. The contractor shall also meet the requirements and specifications in the following paragraphs.
8. **Proposal Description:** The proposal shall include (but not be limited to) the following information:
 - a. A specific and comprehensive description of the services the contractor intends to provide for successful completion of the project. Services required include documents concerning the contractor-s qualifications, methods used to achieve permit requirements, emergency planning, public relations methods and any additional requirements which are standard industrial practice for projects of this nature.
 - b. A specific and comprehensive timetable which includes possible start and finish dates, and expected duration of the project.
 - c. A list of qualifications of those individuals in charge of the project or holding positions of responsibility.
 - d. A list of type and quantity of equipment to be dedicated to this project for the duration of each application event. (Note: Transport vehicles must be covered and incorporation of biosolids into the soil within 6 hours is required.)
 - e. A list of no less than five references where projects were performed that are similar in scope, size, and nature. Projects listed must have been performed within the last 5 years and should demonstrate understanding and familiarity with applicable federal, state, and/or local regulations.
 - f. The fee the contractor will charge to perform all services and provide all materials to perform the project. (See attachment entitled *Proposal Pricing Form.*) Fees shall be listed on a price per cubic yard basis. Any limitations or exclusions and their causes for pricing structure should be clearly indicated and explained. Fees shall be listed for both the entire

scope option and any reduced service option as outlined in Section 6 Scope. Explanation may be required.

- g. Any suggestions and options, which may improve project quality and/or cost efficiency, should be included and detailed.
 - h. Highlight and reasoning for any deviations from the project as outlined in this RFP and the attached documents.
9. **Proposal Requirements:** The contractor shall submit **2 copies** of written proposal as outlined above. The City of Lawrence reserves the right to reject any proposal not complying with the requirements outlined in this Request for Proposals, or may opt not to do the project at all.
10. **Contractor Requirements:** A copy of the City of Lawrence bonding and insurance requirements is attached. The successful contractor will be required to provide all necessary insurance, furnish a performance bond as well as a statutory bond, and enter into a contractual agreement with the City of Lawrence, once the Request for Proposals have been reviewed and accepted by the City Commission.
11. **Additional Requirements:** The City of Lawrence Department of Utilities is EXEMPT from state and local sales taxes. A sales tax exempt number for this project will be provided to the successful contractor.
12. **Distribution List:**

Nutri-Ject Systems
Attn: Scott Wienands
PO Box 398
Hudson, IA 50643
Phone - (800) 798-4205
Fax – (319) 988-3506

Sludge Technology, Inc.
Attn: John Bozarth
617 E. 77th Street
Kansas City, MO 64131
Phone - (816) 333-6006
Fax – (816)333-6006

Liquid Waste Management
Attn: Jerrod Carlson

Phone – (303-591-0483

Synagro
Attn: Brice Green
1800 Bering Dr., Suite 1000
Houston, TX 77057
Phone – (800)370-0035

Terra Renewal
Attn: Charlie Golden
P.O. Box 3036
Russellville, AR 72811
Phone – (479) 498-0519

PROPOSAL PRICING FORM

Date: _____

Proposal of: _____

1. In submitting this Proposal, Contractor represents, that:
 - a) Contractor has examined copies of the RFP and attachments.
 - b) Contractor has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as contractor deems necessary.
 - c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; contractor has not directly or indirectly induced or solicited any other contractor to submit a false or sham proposal; contractor has not solicited or induced any person, firm or a corporation to refrain from proposing; and contractor has not sought by collusion to obtain for himself any advantage over any other contractor or over the generator.

2. The price shall be quoted on a per yard basis.

3. Contractor will complete the work as described in the RFP for the following price:

Price:

_____ per cubic yard

Options (if any exceptions or options, please describe on an attachment and submit with response)

_____ per cubic yard

4. Contractor certifies that he has read, fully understands and will comply with applicable provisions of the United States Environmental Protection Agency (U.S. EPA), applicable state and local agencies.

The undersigned:

1. A Corporation, incorporated in the State of _____.
2. A Partnership, consisting of the following partners, whose full names are:

3. An individual whose full name is:

_____ Contractor (Firm Name)

_____ Signature

_____ Name and Title

Date: _____

Address: _____

Phone Number: _____

Insurance/Bonding Requirements

The following requirements must be met for any project involving the City of Lawrence Department of Utilities (Owner):

INSURANCE.

The Contractor/Vendor shall secure insurance to protect them and the Owner against all hazards, as enumerated herein. All policies shall be in amounts, form, and companies satisfactory to the Owner, and:

- (a) cover any or all subcontractors in their insurance policies, or
- (b) require each subcontractor to secure insurance to protect themselves against all hazards, enumerated herein which are not covered by the general contractor's policies.

All certificates of insurance required herein shall state that ten (10) days written notice shall be given to the Owner before the policy is canceled or changed. No Contractor/Vendor or subcontractor will be allowed to start any work on this project until certificates of all insurance required herein are filed with the Owner.

Public Liability and Property Damage. The Contractor/Vendor shall maintain insurance protecting against any and all claims and demands arising from injury to person or persons not in the employ of the Contractor/Vendor, and against any and all claims and demands resulting from damage to any property due to any act or omission of the Contractor/Vendor, their agents or employees, in the operation or the work. Such insurance shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the Owner prior to the completion and acceptance of all the work included in the project.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor/Vendor's operations. Property damage insurance shall also cover the collapse of, or structural injury to, any building or structure on or adjacent to the construction work area, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or excavating below the ground, where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the project provides for alterations in, additions to, or the underpinning of, an existing structure or structures.

Minimum limits for Public Liability and Property Damage insurance required are as follows:

	Public Liability:	
(a) Each Occurrence	\$	500,00
(b) Aggregate	\$	1,000,000

Property Damage:

- | | |
|-------------------|--------------|
| (a) One Accident | \$ 500,000 |
| (b) All Accidents | \$ 1,000,000 |

Contractual Liability Insurance. The Contractor/Vendor shall purchase and maintain contractual liability and property damage insurance which will protect the Owner against any and all claims that might arise as a result of the operation of the Contractor or their subcontractor or subcontractors, in fulfilling this contract or completing this project.

Employer's Liability and Worker's Compensation. The Contractor/Vendor shall secure and maintain employer's liability and worker's compensation insurance in the amount that is in conformity and compliance with the statutory requirements of the laws of the State of Kansas.

In case any class of employees is not protected under the Worker's Compensation statute, the Contractor/Vendor shall provide, and shall cause each subcontractor to provide, adequate employer's liability coverage that will protect them against any claims resulting from injuries to and death of workers engaged in work on this project.

Contractor's Contingent or Protective Liability and Property Damage. In case part of this contract/project is sublet, the Contractor/Vendor shall secure contingent or protective liability and property damage insurance to protect them from any and all claims arising from the operations of their subcontractors in the execution of work included in this contract/project. The coverage in each case shall be acceptable to the Owner.

Builder's Risk Fire Insurance with Extended Coverage. The Contractor/Vendor shall secure adequate insurance to protect the Contractor/Vendor and the Owner against damage to equipment, structures, or materials from fire and hazards included in extended coverage endorsement or supplemental contract.

Automobile Public Liability and Property Damage. The Contractor/Vendor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,000,000 for one accident to protect them from any and all claims arising from the use of the following in the execution of work included in this project:

- (a) Contractor's/Vendor's own automobiles and trucks
- (b) Hired automobiles and trucks
- (c) Vehicles not owned by the Contractor/Vendor

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

BONDS:

Each Contractor, to whom work is awarded, will be required to furnish a performance bond to the City of Lawrence, Kansas, Owner, in an amount equal to 100 percent (100%) of the amount of the contract awarded in each case. In addition, each Contractor shall furnish also a Statutory Bond to the State of Kansas, as required by Statute, to guarantee the payment of all labor and material bills.

Each bond shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas and acceptable as Surety to the Owner and countersigned by a Kansas agent. With each bond there shall be filed with the Owner one copy of "Power of Attorney", certified of include the date of the bond.