

# **REMOVAL, TRANSPORTAION, AND LAND APPLICATION OF WASTEWATER TREATMENT PLANT ANAEROBICALLY DIGESTED SLUDGE**

## **SCOPE OF WORK**

### **INFORMATION FOR BIDDERS**

Sealed bids for the removal, transportation, and land application of dewatered biosolids from the Freeport Wastewater Treatment Plant (WWTP) will be received at the office of the Freeport Water & Sewer Commission located at 230 West Stephenson Street, Freeport, Illinois until 2:00 PM, July 17, 2007, at which time they shall be publicly opened and read.

Project information may be obtained from the Water & Sewer Commission Office, 230 West Stephenson Street, Freeport, IL 61032.

The project includes the removal, transportation, and land application of maximum of 825 dry tones per year of dewatered biosolids from the Freeport WWTP for a period of five (5) years, commencing August 1, 2007.

OWNER reserves the right to reject any and all Bids, to waive any all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit process will be resolved in favor of the unit process. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor the correct sum.

The CONTRACTOR must comply with all requirements of the Department of Labor, State of Illinois and must pay the prevailing wage rate on this project as determined by the Department of Labor or the OWNER. The OWNER reserves the right to request certified payrolls from the CONTRACTOR.

Bids shall be submitted at the time and place indicated above and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent

through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

All questions about the meaning or intent of the Contract Documents are to be directed to the OWNER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **1. GENERAL CONTRACT TERMS AND INSTRUCTIONS**

- A. Mail or deliver proposals to the Commission office
- B. Proposals must be received before the proposal opening time stated in the Information for Bidders.
- C. Bidders mailing a proposal. Proposals, or unsolicited amendments to proposals, received after the after the closing date and time will not be considered. Proposals will be logged in on the date specified above and publicly opened. Bidders shall submit three (3) copies of the written proposal to the Commission.
- D. All proposals must be received in sealed envelopes with the statement 'SEALED PROPOSAL FOR THE BIOSOLIDS MANAGEMENT PROGRAM'.
- E. An authorized representative of the firm shall sign all proposals in ink.
- F. Proposals shall be binding for sixty- (60) calendar days following the proposals opening date.
- G. Owner reserves the right to reject any and all Proposals, waive technicalities in bidding or to accept the Proposal or Proposals, which best serve the interests of the Owner.
- H. Prior to submitting his proposal, the Bidder shall visit the waste treatment facility to thoroughly familiarize himself with the existing conditions and the existing biosolids handling and loading facilities. Failure to visit the site will not be an acceptable reason for future changes in the contract price or conditions.

## **2. BIDDERS QUESTIONS AND SUGGESTIONS**

- A. Bidders shall promptly notify the Owner of any ambiguity, inconsistency or error that they may discover upon examination of the Request for Proposals or of the site or local conditions.
- B. All requests of interpretation and comment shall be addressed in writing to the Commission for the attention of Denise Ihrig, Project Manager, and to be given consideration, must be received at least five (5) calendar days prior to the due date for receipt of proposals.
- C. Any and all interpretations and modifications to the Request for Proposals will be in the form of written addenda, which will be mailed to all prospective Bidders. All Addenda shall become part of the Request for Proposals. Each Bidder shall acknowledge that he has received all Addenda issued.

## **3. MISCELLANEOUS REQUIREMENTS**

- A. The Owner will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Bidders who submit proposal in response to the RFP may be required to make an oral presentation of their proposal.
- C. The contents of the proposal submitted by the Successful Bidder and this RFP will become a part of any contract awarded as a result of these specifications. Additional terms and provisions will be included in the contract.

## **4. SCOPE OF SERVICES**

- A. The contractor shall remove dewatered biosolids a minimum of four times annually from the Freeport WWTP and dispose of them in accordance with the existing land application permit. A copy of the permit can be found in Attachment 1. The contractor shall be responsible for complying with and all applicable laws, statutes, regulations, ordinances, permits and directives. It shall be the responsibility of the contractor to provide any and all labor, equipment, materials, permitted sites, permits, reports and other resources necessary to perform as required, except as otherwise indicated in these specifications.
- B. The contractor is responsible for obtaining the land on which to apply the dewatered sludge, tracking the amount of sludge applied and preparing all

reports necessary for compliance with the land application permit. The Owner will conduct the sludge analyses. This data will be provided the Contractor for use in preparing the necessary reports. The Contractor shall be responsible for performing the soil pH and cation exchange analyses.

**5. CHARACTERIZATION OF BIOSOLIDS**

- A. Copies of the solids analyses reports for 2006 are included in Attachment 2.

**6. LOCATION OF FACILITIES**

- A. The Freeport Waste Water Treatment Plant is located at 337 N. Hancock Avenue, Freeport, IL.

**7. CONTRACT TERM**

- A. The term of the contract shall be for a period of five (5) years beginning on or about August 1, 2007. There shall be no automatic renewal of the contract. The Owner reserves the right to enter into discussions with the contractor to discuss extensions and contract renewals within 90 days of the end of the contract, or the Owner may present at the end of the contract an RFP.

**8. ESTIMATED QUANTITIES**

- A. Table 1 contains the quantity of biosolids that have been land filled for the last four (4) years. The bid form states an assumed average and should be used to determine the unit price; however, the unit price quoted shall be a firm unit price for any quantity plus/minus 25% of the average. It is important to note that the existing permit allows a maximum of 825 dry tons to be land applied per year.
- B. Biosolids removed from the facility will dewatered to approximately 20% dry solids.

**Table 1  
Annual Biosolids Production**

Year	Cubic Yards of Dewatered Sludge
2003	2380
2004	2450
2005	2380
2006	2720 (BFP installation)

## **9. SCHEDULE OF OPERATION**

- A. Normally, biosolids can be removed from WWTP five days per week (Monday-Friday) during daylight hours. However, should operational difficulties, equipment failure, or other problems occur at a facility, the Owner may, without prior notice to the contractor, limit the number of days per week that biosolids can be removed, temporarily cease operations, increase or decrease the quantity to be removed by upto 25%, without a change in unit price.

## **10. EQUIPMENT AND TRANSPORTATION**

- A. General requirements for vehicles hauling biosolids are that the hauler is licensed to transport special waste, that the vehicles have watertight bodies and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment shall be compatible with the facility's loading and unloading equipment and shall be maintained in a condition acceptable to the Owner.
- B. Each vehicle shall be assigned its own particular number, which shall be displayed in a permanent, clearly visible manner satisfactory to the Owner. This number shall be displayed on each side of the vehicle in the same manner on each vehicle.
- C. The vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the vehicle or on the roadways. This cleaning shall include, but not be limited to, external surfaces, wheels and under-carriages. The contractor must clean the truck prior to leaving the WWTP.
- D. It shall be contractor's responsibility to maintain the interior of the hauling vessel in such a manner as to prevent biosolids buildup that would cause the empty weight of the unit to be in excess of that for which it is permitted. The Owner may require the contractor to remove said build up at any time it is observed to be in excess. This shall not relieve the contractor of any responsibility with regard to the frequency or volume of hauling.
- E. Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the Contractor and his drivers to monitor the load of each truck to insure a legal weight. The Owner reserves the right to bar any driver who disregards the above.
- F. All haul routes to any permitted storage or disposal site in any jurisdiction shall be determined accordance with all applicable state and local laws. The contractor and his designees shall strictly adhere to said laws.

- G. Any violation of environmental regulations, weight regulations or traffic laws shall be the sole responsibility of the contactor, who shall hold the Owner harmless from any penalty or sanction, civil or criminal, imposed by reason of any such violation of environmental regulation, weight regulations or traffic laws.
- H. Should a mechanical breakdown occur enroute to the disposal site, the contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of the biosolids. This shall be the sole responsibility of the Contractor and carried out at his expense. When a breakdown causes a vehicle to be removed from normal service, the contactor shall supply a back-up unit that meets all criteria set forth in this document.
- I. The Owner, at its discretion, may provide a parking area on the plant site for the overnight storage of the Contractor's empty vehicles, if the contractor so desires. The Owner, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the contractor. The contractor shall not use Owner property as a work area to repair or service vehicles, except as mutually agreed by the contractor and the Owner.
- J. The contractor shall be responsible for the provision and replacement of all equipment as necessary to completely, efficiently and expeditiously perform the work described herein and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet any circumstance that may be created by peak periods of biosolids production.

## **11. STORAGE AND DISPOSAL**

- A. A permanent on site sludge storage building is present on site at the WWTP; it is designed to store 150 days of sludge per the IEPA regulations.
- B. Bidder must submit with his proposal a listing of all prospective storage and disposal sites, including capacities and locations. Off-site storage must be in compliance with the permit. The contactor shall assure that the Owner, or its representatives, shall be afforded the right to access to all sites. All sites must be permissible.
- C. Whether the Owner will make accommodation for the contractor with regard to the parking of loading vehicles on the plant site for any period of time will be decided on a case-by case basis. No guarantee of accommodation will be made in these specifications.

- D. Control of odors at the disposal site(s) in accordance with state and local requirements and regulations shall be sole responsibility of the contractor.

## **12. SPILLS AND CLEAN-UP**

- A. The contractor shall keep his hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup of any spill that occurs during the transportation of biosolids.
- B. The contractor shall notify the Owner immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the contractor's operations.
- C. The clean-up of any biosolids which are dumped, spilled or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his sole expense, in accordance with all applicable laws and regulations.
- D. The contractor will be solely responsible for keeping the area adjacent to the sludge transfer area as clear as practicable and for the removal of all rubbish and debris resulting from carrying out the project. The Owner will be responsible for maintaining the inside of the sludge storage building.

## **13. DETERMINATION OF QUANTITY REMOVED**

- A. The contractor shall provide the Owner a copy of a load sheet which details the following: dates of removal, time truck left plant, truck number, driver name, cubic yards of biosolids loaded on the vehicle, approved field or site identification number. The quantity of biosolids on a vehicle will be recorded as mutually agreed upon by the Owner and contractor.

## **14. PERMITS, REPORTS, AND RECORDS**

- A. It is a material requirement of this contract that the contractor maintain all permits necessary for the performance of same. This shall include, but not be limited to, all permits necessary for the storage, hauling and final disposal of biosolids. The Owner has an existing land application permit.
- B. Prior to commencing any work, the successful contractor shall obtain and furnish the Owner copies of all necessary approvals and permits, including, but not limited to, approvals and permits for equipment and the land disposal operation required by all governmental units and regulatory agencies.
- C. The Contractor shall provide the Operations Manager with copies of all permit reports required to be submitted to state or local regulatory agencies.

- D. The Contractor shall develop, in consultation with and with the approval of the Owner, a control system that indicates volume hauled, destination, actual haul route used, vehicle number and vehicle registration.

**15. SAFETY**

- A. The Contractor shall comply with all Federal and State safety regulations (OSHA, IDOT, etc)

**16. INCIDENTAL WORK**

- A. The Contractor shall perform all work indicated in the contract documents. All work not specified but required to complete the project in a satisfactory manner shall be performed by the contractor. All items not listed in the bid form shall be considered incidental work to the contract with no additional compensation allowed.

**17. MEASUREMENT AND PAYMENT**

- A. Payment shall be made on the basis of actual cubic yards hauled. The contractor must supply the Owner with a haul ticket for each truckload before the truck leaves the site. These tickets must be signed by the Owner's representative and will be used to verify the Contractor's invoices.
- B. The successful Contractor shall submit invoices to the Operations Manager for the hauling and application of the biosolids on a monthly basis for the previous calendar month's activity. The invoices shall show the number of cubic yards hauled from the facility and applied for the month. The invoices will be subject to verification by the Operations Manager and in the event no discrepancies exist, will be paid within thirty (30) days of receipt.

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

### **1. EMPLOYMENT DISCRIMINATION**

- A. During the performance of a contract, the contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonable necessary to the normal operation of the contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that he is an equal opportunity employer.

### **2. SUBCONTRACTORS**

- A. Contractors shall include a list of all subcontractors in their proposal. Proposals shall also include a state of the subcontractor's qualifications. The Owner reserves the right to reject the successful firm's selection of subcontractors.

### **3. INSURANCE REQUIREMENTS**

- A. The successful Contractor shall carry the following insurance and prior to commencing any work; provide the proof of said insurance:

#### **Worker's Compensation (Statutory)**

Comprehensive General Liability	
Each Occurance	\$5,000,000
General Aggregate	\$5,000,000
Products – Comp/Ops Aggregate	\$5,000,000

#### **Comprehensive Automobile Liability**

Combines Single Limit	\$5,000,000
Umbrella or Excess Liability	\$5,000,000
Environmental Impairment Liability	\$10,000,000

- B. Each bidder shall submit with the proposal a sample insurance certificate indicating minimum coverage to be provided as shown above.
- C. Prior to start of work contractor shall deliver to the Owner a certificate of insurance indicating minimum coverage to be provided as shown above with the Owner listed as additionally insured.

- D. Notification of Cancellation – a guarantee that thirty (30) days notice to the Owner prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and shall be noted on each certificate. If any of the insurance is cancelled, the successful contractor shall not resume operations until new insurance is in force. Cancellation of insurance constitutes a breach of contract.

#### **4. HOLD HARMLESS CLAUSE**

- A. The Contractor shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the Owner, its officers, employees and agents against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against the Owner, its employees and agents or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of work.

#### **5. ASSIGNMENTS**

- A. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract of his right to execute it or his right, title, or interest to it or any part thereof, or assign any of the monies due or to become due under the contract, without the prior written consent of the Owner.

#### **6. GENERAL INFORMATION ABOUT BIDDER**

Bidders are to provide the following information and documentation with their proposal documents:

- A. Name of company (other business entity) making offer and names of all persons having an equity or ownership interest in the company or business, irrespective of whether such person is involved in the management or operation of the company or business.
- B. Type of business entity (e.g. corporation or partnership – submit certificates of good standing; articles, bylaws, etc.)
- C. Place(s) of incorporation.
- D. Names(s), address (es), and functions(s) to be performed by any and all subcontractors, partners, or consultants to be involved in performance of the contract work.
- E. Name, location, and telephone number of the representative to contract regarding all matters.

- F. Name(s) of all attorneys and law firms representing the bidder in connection with the procurement, if any.
- G. Name(s) of company's accountant.
- H. List of all rolling stock to be dedicated to the performance of this contract, including make, model, age, and capacity of each tractor trailer and/or dump truck. Provide a list of back-up equipment to ensure the ability to transport and spread biosolids without interruption.
- I. Inventory of Illinois permitted sites and storage facilities which bidder may use; for each site list size in acres and location. This acreage to be verified with request for biosolids forms.
- J. Address of office and /or equipment maintenance building where this project will be manager and administered from and number off years in business at that location.
- K. Examples of similar projects performed involving the hauling, temporary storage and land application of dewatered biosolids.
- L. Examples of similar projects performed involving dewatered biosolids removed on a daily basis.
- M. Number of years and experience in the business of land applying non-hazardous waste products from municipalities and industries in the state of Illinois.
- N. Name(s) of staff agronomist(s) who will perform the agronomic and technical reporting requirements of this project. Indicate if the staff agronomist(s) has/have a minimum of Bachelor's degree in Agronomy or equivalent in agriculture from an accredited university.
- O. Ancillary service capabilities (mobile dewatering, management of liquid biosolids, Class A/ Class B processing capabilities, etc.)
- P. Experience in writing biosolids management plans for land application projects of this nature.
- Q. Experience in conducting organized public relations programs, promoting the use of biosolids in agriculture and staff personnel assigned to this task, if any.
- R. Audited financial statements from the last three (3) fiscal years.
- S. If the bidder is s subsidiary of another corporation, the above information shall also be supplied for the parent corporation. The Owner reserves the right

to require any additional information necessary to determine the financial integrity and responsibility of the bidder.

- T. Resumes of key individuals who will be assigned to work on this contract.
- U. References, including company name, contact person, and phone number of similar work performed and the dates and duration of such performance.
- V. A detailed explanation of how the bidder will meet the requirements as the applicator of biosolids in accordance with U.S. EPA 40 CFR Part 503 regulations.
- W. A copy of the bidder's safety and policy manual.
- X. A list of all violations/citations received in the last five years from the IL EPA, IDOT, OSHA, etc. If none have been received, a letter stating that fact should be included with the proposal.

## **7. CONTRACT PERIOD**

- A. It is the intent of the Owner to award this contract for a period of five (5) years.

## **8. METHOD OF DETERMINING PRICE**

- A. Bidders shall submit a firm unit price per cubic yard of biosolids removed. The unit price shall include all costs, overhead, and profit to the contractor in fulfillment of this contract. All taxes, fees, surcharges, testing, or other requirements of any jurisdiction concerned in the disposal of the biosolids precipitated by this contract, which are in place at the time of proposal, must be included in the prices quoted.
- B. For unit pricing, the contractor will assume the price shall be firm for the first twelve (12) months of the contract; thereafter, on the first anniversary date of each remaining year of the contract period, the unit price shall be previous years' unit price adjusted by the increase in the CPI-U. For the purposes of this request the CPI-U is defined as the United States Average Consumer Price Index for the North Central Region – All Urban Consumers for All items. The base index shall be established at the time of execution of the contract and shall be the last published index closest to the date of the contract. For purposes of adjustment, the CPI-U used for each subsequent year shall be that published for the corresponding subsequent, and then current, year.

**9. TERMINATION**

- A. The owner shall have the right to terminate the contract upon thirty (30) days written notice for non – performance of contract terms and conditions or if the contractor fails to comply with all applicable federal, state, and local regulations.

**10. EVALUATION OF PROPOSAL: SELECTION FACTORS**

- A. Equipment and currently permitted facilities available to perform the services.
- B. Cost of Services.
- C. Credentials and related experience.
- D. The bidder’s ability to successfully complete the proposed scope of services.

**11. PROPOSAL FORMAT**

- A. All information requested in Section 6 of this request.
- B. Description of experience in obtaining land applications permits from the appropriate state agencies.
- C. Description of the equipment which will be used at the treatment facility.
- D. Quotation Sheet.

**12. REFERENCES**

- A. Each bidder with the proposal a minimum of three (3) references for projects of a similar nature that the owner may contact regarding the work performed. References from the State of Illinois are preferred. References submitted for work performed prior to 1995 shall not be considered as valid responses. References shall be used as a means of demonstrating suitable expertise for work performed under this environmentally sensitive contract.
- B. Additionally, the owner reserves the right to interview any or all of the bidders to determine to the sole satisfaction of the owner of the bidder’s knowledge, understanding and technical expertise in implementing and abiding by all U.S. EPA 40 CFR Part 503 regulations and all applicable Illinois Environmental Protection Agency (IEPA) regulations pertaining to the use and disposal of biosolids in Illinois. The owner reserves the right to determine which bidders, in its sole discretion, are qualified to perform under prevailing regulations. The owner reserves the right to disqualify any or all bidders based on this condition.