



# City of Lawrence

## UTILITIES

### CITY OF LAWRENCE REQUEST FOR PROPOSAL (RFP)

#### Proposal # \_\_\_\_\_

**Purpose of RFP:**

Water Treatment Plant Lime Lagoon Clean-out & Beneficial Reuse of Residuals

**RFP Description:**

Lime lagoon cleaning, removal, and beneficial reuse of a liquid to semi-solid lime residuals from a lime storage lagoon, located at the Clinton Water Treatment facility or the Wastewater Treatment facility lagoons. The proposal should be for the removal of approximately 0.9 million gallons of material at a range of 30 - 70% Total Solids.

**Department:**

Utilities

**Contacts:**

Carolyn Woodhead – (785) 832-7846

e-mail – cwoodhead@ci.lawrence.ks.us

Mark Hegeman – (785) 832-7837

e-mail - mhegeman@ci.lawrence.ks.us

Fax – (785) 832-7806

**Site Visit Requirements:**

All contractors are strongly encouraged to visit the site prior to submitting a proposal to become familiar with the details of the project. Appointments are necessary.

\_\_\_\_ Clinton Treatment facility lagoon      X   Wastewater Treatment facility lagoon

**Copy Requirements:**

The contractor shall submit 2 copies of written proposal as outlined in the proposal description plus one electronic copy in PDF format.

**Due Date & Time:**  
\_\_\_\_\_**Submit To Address:**

City of Lawrence, KS  
Department of Utilities/WWTP

RFP: Lime Lagoon Cleaning  
PO Box 708/1400 E. 8<sup>th</sup> Street  
Lawrence, KS 66044

Dear Bidder:

The City of Lawrence, Department of Utilities is soliciting your proposal in pursuing a Beneficial Reuse project using spent lime from Water Treatment facilities. Enclosed is the Request for Proposal for your review and subsequent submittal. Proposals are due by \_\_\_\_\_.

Prior to 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) 832-7846.

Sincerely,

Carolyn Woodhead  
Residuals Coordinator

Enc.

C: Dave Wagner, Director of Utilities  
Mike Lawless, Assistant Director of Utilities  
Mark Hegeman, Wastewater Systems Manager

## **Section I. Proposal Information**

### **A. Proposal**

Lime lagoon cleaning, removal, and beneficial reuse of a liquid to semi-solid lime residuals from lime storage lagoon. The proposal should be for the removal of approximately 0.9 million gallons of material at a range of 30 - 70 % Total Solids.

### **B. Site Visit Requirements**

All contractors are encouraged to visit the site prior to submitting a proposal to become familiar with the details of the project. Appointments are necessary. Contractors are responsible to request the "Field Version Contractor Responsibilities, General Performance Expectations, and Right-To-Know Information" pamphlet.

### **C. Contacts/Phone Numbers**

Carolyn Woodhead, Residuals Coordinator (785-832-7846) or  
Mark Hegeman, Wastewater Treatment Plant Manager (785-832-7837)  
Lawrence, Kansas, Wastewater Treatment Facility, (FAX 785-832-7806)

### **D. Proposals Due**

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### **E. Submit to:**

City of Lawrence  
Department of Utilities/WWTP  
RFP: Lime Lagoon Cleaning  
PO Box 708  
Lawrence, KS 66044

### **F. Basis of Award/Acceptance Period**

Proposals will be awarded on the basis of contractor experience with projects of this nature, proposed cost, project approach, and content of proposal. Following review of proposals, select contractors may be contacted for further negotiations. A contract with the agreed upon terms will then be drafted. With City Manager and City Commission approval, the contract will be awarded and successful contractor notified.

## **Section II. Minimum Specifications**

### **A. Project Scope**

Lime residuals are to be removed from one lime storage lagoon. Contractor shall be responsible for completing all approvals, requirements, analysis, acquisition of application sites, transportation, and the beneficial reuse. All activities must be conducted in a manner, which is in compliance with all existing regulations, monitoring, reporting, sampling, and calculation requirements, as well as the City's Environmental Management System (EMS). The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with interested

parties, or the operation of the Water / Wastewater treatment facility. The selected contractor will be required to supply all labor, equipment, and materials necessary to perform all coordinating, loading, transporting and disposal/land application of the material removed. The City will provide sample bottles for the Contractor to obtain a representative sample per truckload. The City will run the %Total Solids analysis and provide the Contractor with the result.

The contractor shall not subcontract any portion of this project without the approval of the City of Lawrence.

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 material removed. 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 and the City's EMS if land application is proposed.

The anticipated quantities are approximately 0.9 million gallons at a range of 30 - 70% Total Solids. An adequate amount of equipment will be required to complete the application event in a 30 day period. Limit of 2 years for off-site storage before final reuse/disposal. The successful contractor shall remove the lime in accordance with all federal, state, local regulations, and the City's EMS for biosolids. A performance bond guaranteeing successful and timely completion of the entire scope will be required.

The City of Lawrence maintains certifications with the following management system standards referred to as the Lawrence Utilities Management System or LUMS:

ISO 14001 – environmental

OHSAS 18001 – health and safety

NBP EMS – environmental/biosolids

The successful contractor is required to comply with all elements that make up the City of Lawrence's Utilities Management System and follow the requirements mentioned in the "Field Version Contractor responsibilities, General Performance Expectations, and Right-To-Know Information" pamphlet.

#### **B. Location**

☐ Clinton Water Treatment lagoon  
2101 Wakarusa Dr.  
Lawrence, KS 66047  
☐ East side  
☐ West side

☒ Wastewater Treatment lagoon  
(spent lime from Kaw Water Treatment)  
1400 East 8<sup>th</sup> Street  
Lawrence, KS 66044  
☐ East side  
☒ West side

#### **C. Performance Period**

The contractor will commence the cleaning within 2 weeks of notice to proceed. The City may, at their option and with the agreement of the contractor, extend the period of this contract under certain conditions, such as inclement weather.

### **Section III. Proposal Content**

#### **A. The proposal shall include (but will not be limited to) the following information:**

- A specific and comprehensive description of the services the contractor intends to provide for successful completion of the project. Services required include proofs of insurance, documents concerning the contractor's qualifications, methods used to complete project, emergency planning, public relations methods and any additional requirements which are standard industry practice for projects of this nature.
- A specific and comprehensive timetable which includes possible start and finish dates and expected duration of the project.
- A list of qualifications of those individuals in charge of the project or holding positions of responsibility.
- 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/enclosed or appropriate measures taken to the satisfaction of the City to ensure no leakage onto public roadways prior to beginning & throughout the project.)
- A list of no less than five references where projects were performed that is 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.
- The fee that 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 dry ton basis. Any limitations or exclusions and their causes for pricing structure should be clearly indicated and explained. Fees shall be listed for the entire scope option. If any suggestions & options were included, the fees for the additional information should be listed. Explanation may be required.
- Any suggestions and options, which may improve project quality and/or cost efficiency, should be included and detailed.
- Highlight and reasoning for any deviations from the project as outlined in this RFP and the attached documents.
- The contract is completed when: 1) all lime is removed from one lagoon, or 2) the \$120,000 budget is depleted.

#### **B. Proposal Requirements**

The contractor shall submit 2 copies of written proposal as outlined in the proposal description plus one electronic copy in PDF format. 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.

### **Section IV. Evaluation Criteria**

#### **A. Evaluation Process**

Negotiations with select contractors may be requested. Recommendations and

agreed upon contract are submitted to the City Manager and City Commission. Upon approval, consent to proceed will be forwarded to the successful contractor.

**B. Evaluation Criteria**

The proposals will be reviewed on the basis of experience in projects of this nature, proposal details, cost projections, and environmental impacts (in this order).

**Section V. Attachments**

**A. Insurance/Bonding Requirements**

**B. Proposal Pricing Form**

**C. Distribution List**

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

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:

- 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.

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.

### Public Liability:

- 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.

DRAFT

## Attachment B. Proposal Pricing Form

Date: \_\_\_\_\_

Proposal of: \_\_\_\_\_

Address: \_\_\_\_\_

This proposal is submitted to:

\_\_\_\_\_  
\_\_\_\_\_

The undersigned contractor proposes and agrees, if this proposal is accepted, to enter into a contract with the Generator to complete all work as specified or indicated in the Proposal for the specified price, within the time frames outlined and in accordance with the Request for Proposal.

In submitting this Proposal, Contractor represents, as more fully set forth in the information for Contractors, that:

- Contractor has examined copies of the RFP and attachments.
- Contractor has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, regulations, and the City's EMS for biosolids) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as contractor deems necessary.
- 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.

The price shall be quoted on a per dry ton basis. Contractor will complete the work as described in the RFP for the following price:

Price

\_\_\_\_\_ per dry ton

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, and the City's EMS.

The undersigned is:

1. A Corporation, incorporated in the State of \_\_\_\_\_.

2. A partnership, consisting of the following partners, whose full names are:

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3. An individual whose full name is: \_\_\_\_\_

Contractor (Firm Name)

Signature

Name and Title

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **Attachment C. Distribution List**

### **Nutri Ject Systems**

Attn: Scott Wienands  
P.O. Box 398  
Hudson, IA 50643  
(319) 988-4205  
scott@nutriject.com

### **RD Johnson Excavating Co.**

Attn: Roger Johnson  
1705 N 1399 Rd  
Lawrence, KS 66046  
(785) 842-9100

### **Pine Family Farms**

Attn: Brian Pine  
1783 E. 1500  
Lawrence, KS 66044  
(785) 843-6949  
brianpine@earthlink.net

### **Mike Wintermantel**

413 E. 1100 Rd  
Baldwin City, KS 66006  
(785) 594-3059