

REQUEST FOR SEALED BID

HAULING AND BENEFICIAL REUSE OF LIME SOLIDS GENERATED BY THE ST. CLOUD WATER TREATMENT FACILITY

SECTION I: General

A. Scope of Work

Work consists of the hauling and beneficial reuse of municipal lime solids from the St. Cloud Water Treatment Facility located at 1000 Fifth Avenue North, St. Cloud, Minnesota, 56303.

The Contractor shall agree to haul more or less than the estimated annual volume due to production variations at the Water Treatment Facility.

B. Agreement Period

The Agreement will become effective when signed by the Contractor and the City of St. Cloud. The Agreement for hauling shall be for a five-year term; January 1, 2022 through December 31, 2024.

The City of St. Cloud may terminate the Agreement by giving 60 days written notice of termination to the Contractor.

C. Contractor's Obligation

The Contractor shall conduct hauling and beneficial reuse operations in a professional manner to prevent disruption to all adjacent properties. In the event of neighborhood or land owner complaint, it shall be the Contractor's obligation to immediately investigate and take corrective action to resolve complaints received as a result of performing the obligations under this Agreement. The Contractor shall provide the City of St. Cloud with a written report stating the date, time, cause, effect, remedies, and any other pertinent information for each incident no later than 48 hours after receiving the complaint.

D. Method of Measurement

The volume of lime solids Filter Press is approximately 7.4 cubic yards per dump. Typically, a full truck is 22.2 cubic yards. The number of Filter Press dumps hauled per month shall be used to determine total cubic yards hauled per month.

E. Basis of Payment

The work shall be paid for on the basis of total cubic yards removed from the Water Treatment Facility. Payment will be made monthly and subject to the approval of the Public Services Director.

A monthly invoice must be submitted utilizing company letterhead. The date, time of day, stockpile location, yards per load, rate per load, and total charges per load for each load removed from the Water Treatment Facility must be indicated on the monthly invoice. The invoice must also include the total loads and total billing amount for the month.

F. Lime Solids Volumes

Average production is one to two truck loads per day, five to six days a week. The following chart gives previous annual estimates:

<u>YEAR</u>	<u>VOLUME (cubic yards)</u>
2016	8,170
2017	7,726
2018	7,659
2019	8,369
2020	8,747

The Contractor may be required to apply up to 15 percent, per year, of the estimated solids production to fields designated by the City. There will be no additional compensation to the Contractor for applying lime solids to these fields.

G. Site Inspection

Contractors are encouraged to visit the Water Treatment Facility and observe the area where the semi-trailers will be loaded. Contractors should call Mr. Adam Bourassa, Water Services Manager, at (320) 255-7225 to schedule a tour.

Requests for additional compensation that are a result of the Contractor's misunderstanding of the work involved or lack of knowledge of any existing conditions pertaining to the work will not be considered.

H. Qualifications of Contractors

Contractors shall complete questionnaire (Attachment B) to document satisfactory, relevant, and reasonable experience in hauling and beneficial reuse of materials of a nature similar to lime solids. The determination of what constitutes "satisfactory, relevant, and reasonable experience" shall be at the City of St. Cloud's discretion.

The Contractor shall provide three (3) references in response to question number five (5) of Attachment B

I. Landscape

The Contractor shall maintain a clean work site and keep surrounding property free from lime materials or refuse resulting from the operations required by the Agreement.

The Contractor shall not use the Water Treatment Facility site for storage or equipment maintenance. In the case of an emergency, the Contractor shall notify the City of St. Cloud and obtain permission prior to taking action contrary to this provision. Any permission the City of St. Cloud may grant shall be for a single, isolated situation and shall not be considered as authorization for any future occurrence. If necessary, semi-trailers shall be washed down prior to leaving the Water Treatment Facility.

The Contractor shall preserve all roadways, gates, fences, trees, and ground cover throughout the work site. Damaged facilities shall be restored to their original condition at the Contractor's expense and shall be considered incidental to the Agreement.

J. Indemnification and Insurance

The City of St. Cloud shall be indemnified and held harmless from any and all claims or lawsuits that may arise from the Contractor's activities under the provisions of the Agreement.

The Contractor shall maintain liability insurance for both personal injury and property damage for the entire term of this Agreement, including both the five-year hauling term and the eighteen-month beneficial reuse period following the hauling of the last lime solids under this Agreement. The City of St. Cloud shall be named as an additional insured under the insurance policy. The minimum limits for liability insurance shall be in the amount of \$1,000,000 single limit coverage with \$2,000,000 aggregate. All coverage shall be on an occurrence basis.

K. Bond or Letter of Credit

Prior to the effective date of the Agreement, the Contractor shall provide the City of St. Cloud with a performance bond or letter of credit in an amount equal to twenty (20) percent of the estimated annual cost of the Agreement.

L. Controlled Substances and Alcohol Use Testing

The Contractor shall provide information on its commercial motor vehicle drivers testing program (Attachment C).

SECTION II: Requirements for Hauling and Beneficial Reuse of Lime Solids

A. Description of Lime Solids

Lime solids are the by-product of the lime softening process at the St. Cloud Water Treatment Facility, consisting of calcium carbonate (85-90 percent), magnesium hydroxide (5-10 percent), and other trace chemicals. When dry, the material is similar to finely ground 100 mesh-pulverized limestone. It is primarily utilized as a soil conditioner or amendment. The material to be hauled and beneficially reused is approximately 45 percent solids and 55 percent liquids. The pound per ton of effective neutralized power averages approximately 790 pounds per ton.

B. Laws, Rules, Permits, and Fees

The Contractor shall become familiar with and comply with all laws, ordinances, regulations, license, and permit requirements of any and all governing or regulatory agencies affecting the operations under this Agreement; such as, but not limited to, the Minnesota Pollution Control Agency, Minnesota Department of Transportation, Minnesota Department of Natural Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Federal Highway Administration, City of St. Cloud, and any applicable City, County, or Township agencies.

The Contractor shall obtain, pay all fees, and supply the City of St. Cloud with a copy of all permits and licenses required and granted by regulatory or governmental agencies for the execution of work under this Agreement. The Contractor shall comply with all Minnesota Agricultural Liming Material laws as identified in Minnesota Statutes 18C.531 through 18C.575 and all Minnesota permanent rules relating to Agricultural Liming Material as identified in parts 1508.0010 through parts 1508.0040.

The Contractor shall pay all inspection fees due the Minnesota Department of Agriculture related to the sale or beneficial reuse of the lime solids material.

The Contractor shall only land-spread lime solids according to agronomic rates as recommended by the Minnesota Department of Agriculture.

Whenever a land owner or regulatory or governmental agency withdraws their authorization, permit, license, or said agency notifies property owner(s) that lime solids land application and/or beneficial reuse operations at the site shall cease, the Contractor shall comply with the provisions of such order(s). All written documentation listed in the above section shall be supplied to the City of St. Cloud for its review a minimum of three (3) business days prior to signing of a contract by the City of St. Cloud.

C. Trailer Length and Design

Trailer length shall be a minimum of thirty-four feet (34'). Maximum clearance for tractor/trailer unit is thirteen feet, four inches (13'4"). Trailers shall be leak proof to prevent spills and leaks in transit.

Any spillage in transit shall be immediately reported to the City of St. Cloud via verbal communication. Spillage will immediately be cleaned up by the Contractor. A written report will be submitted to the City of St. Cloud within 48 hours of each occurrence. This report shall include information detailing the cause, location, time, hauling truck, estimated volume, cleanup operation, effect to the safety of the public roadway, governing authorities notified, and the extent these authorities became involved.

The Contractor's hauling trucks shall comply with the requirements of the State of Minnesota's current Load Covering Statute.

SECTION III: Operations

A. Trailer Loading Schedule and Operation

A trailer receiving material from either Filter Press shall be in position at all times. When a full trailer is removed from the loading area, an empty trailer shall be immediately repositioned in the loading area.

B. Hours of Operation at Water Treatment Facility

Work at the Water Treatment Facility shall be completed between the hours of 6:00 AM and 6:00 PM, Monday through Saturday, except when a holiday (listed below) is observed on one of those days. The Water Treatment Facility staff shall communicate to the Contractor when a trailer is ready for pickup. The Contractor will initial the load sheet and record the product's destination.

For purposes of this Agreement, on the following holidays, solids hauling activities will not routinely be conducted and in each case shall be the day on which the holiday is observed:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Additional compensation shall be paid at a rate of 1.5 times the bid price per cubic yard during times beyond those specified above.

C. Traffic Controls

No equipment shall be parked on public streets for extended periods of time. The City of St. Cloud reserves the right to approve haul routes in the City of St. Cloud.

SECTION IV: Contract Award, Questionnaire

A. Contract Award

The City of St. Cloud will consider the unit price proposal (Attachment A), an evaluation of the questionnaire, and all other relevant information concerning the Contractor's ability to fulfill the provisions of this bid prior to the Notice of Award. The City of St. Cloud reserves the right to reject any or all proposals received.

B. Questionnaire

To assist in the evaluation of the proposals, the Contractor shall complete and return with the proposal the attached questionnaire (Attachment B). Failure to submit a fully completed questionnaire may be cause for rejection of the proposal.

SECTION V: Annual Unit Price Adjustment

- A. The Contractor's unit price shall be adjusted on June 1st each year—i.e., the first adjustment being available on June 1, 2017 and each June 1st thereafter for the duration of the contract and any contract extensions—for documented changes in #2 diesel fuel costs based on the following equation and conditions:

$$UP_A = \left[1 + \left[\frac{PPI_R - PPI_P}{PPI_P} \times 0.3 \right] \right] UP_C$$

Where:

- 1) UP_A is the adjusted unit price
- 2) UP_C is the current unit price
- 3) PPI_R and PPI_P are the most Recent and its Preceding year's finalized annual average Producer Price Index, respectively, for #2 diesel fuel as published by the Bureau of Labor Statistics under the series identification "WPU057303". (Reference www.bls.gov) The annual average is based on the calendar year and said data is not finalized until the following April or May.

SECTION VI: Contract Extension

- A. The Contract may be extended for a period of up to 4 years annually (January 1, 2025 through December 31, 2028) if both parties agree.

ATTACHMENT A

PROPOSAL FORM

The undersigned has examined and understands the attached specifications and hereby proposes to furnish all equipment and labor required for hauling and beneficial reuse of lime solids generated by the St. Cloud, Minnesota, Water Treatment Facility in accordance with said specifications at the unit price listed below.

Item: Lime Solids
Estimated Quantity: 8,500 Cubic Yards/Year
Unit Price: \$ _____/Cubic Yard
Total Amount: \$ _____

The undersigned declares that he/she has the proper equipment and labor to perform the work as specified herein and further agrees that failure to provide such equipment and labor may be grounds for rejection of the affiliated proposal.

Company

Authorized Signature

Title

Address

City State Zip

Telephone

The undersigned agrees that, upon written acceptance of this proposal by the City of St. Cloud, the Contractor will, within ten (10) days of receipt of such notice, execute a formal Agreement for Hauling and Beneficial Reuse of Lime Solids with the City of St. Cloud, and that he/she will provide the performance bond or letter of credit, insurance, permits, licenses and commercial motor vehicle driver's testing information as required.

The undersigned agrees that, if its proposal is accepted, he/she will commence the work within ten (10) calendar days after the date of receipt of written notice to proceed, and that he/she will complete the work as stated in the Request for Proposal.

ATTACHMENT A

PROPOSAL FORM (Continued)

In submitting this proposal, it is understood that the right is reserved by the City of St. Cloud to reject any or all proposals and to accept the proposal the City of St. Cloud determines to be in its best interest. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the date of its submittal.

If a corporation, what is the state of incorporation?

If a partnership, state full names of all co-partners.

Official Address:

Date: _____

Company Name: _____

By: _____

Title: _____

By: _____

Title: _____

ATTACHMENT B

LIME SOLIDS HAULING AND BENEFICIAL REUSE QUESTIONNAIRE

To assist in the evaluation of proposals, the Contractor shall complete and return with the proposal a fully completed questionnaire.

1. Contractor's Name _____

2. List your organization's permanent office address and 24-hour contact telephone number.

3. How many years has your organization been in this type of work? _____

4. List three (3) locations where your organization has provided services in the past five (5) years similar to those required by this proposal.

Location

Type of Beneficial Reuse

_____	_____
_____	_____
_____	_____

5. List three (3) references for work your organization has completed in the past five (5) years, including references for all work described under question number four (4) above listing reference name, company, location, and telephone number.

Name

Company

Location

Telephone #

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ATTACHMENT B

LIME SOLIDS HAULING AND BENEFICIAL REUSE QUESTIONNAIRE (Continued)

6. What type of equipment does your organization propose to utilize for hauling and beneficial reuse of lime solids? This includes hauling, stockpiling, spreading, mixing, blending, etc.

7. Add any additional comments or incentives that may assist in the evaluation of your proposal. Attach additional information, if needed.

**ATTACHMENT C
CONTROLLED SUBSTANCES AND ALCOHOL USE TESTING**

The City of St. Cloud is required by law to test all Commercial Motor Vehicle (CMV) drivers for controlled substance and alcohol use.

Driver is defined as “any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of an employer”.

The City of St. Cloud is obligated to provide for controlled substance and alcohol use testing for any CMV operators fitting the above description. So that we may meet our obligation, please provide the following information:

NAME OF CONTRACTOR: _____

Contact Person: _____ Phone: _____

CITY DEPARTMENT: _____

Contact Person: _____ Phone: _____

<p>Are you currently conducting controlled substance and alcohol use testing as per Department of Transportation rules? YES NO</p>
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Please provide the name, address, phone number, and a contact person for each of the following associated with your drug and alcohol testing activities:

COLLECTION SITE / TESTING FACILITY: _____
Contact Person Phone

Name of Facility Address

CERTIFIED LAB: _____
Contact Person Phone

Name of Facility Address

MEDICAL REVIEW OFFICER: _____
Contact Person Phone

Name of Facility Address

<p>If you are not currently testing for controlled substance and alcohol use, the City of St. Cloud is required to perform pre-employment controlled substance testing and random alcohol and controlled substance testing on any operators that may be used for City of St. Cloud business. Pre-employment tests must be successfully completed before any work requiring a Commercial Driver’s License can begin.</p>

Authorized Signature Date