

CITY OF DOWAGIAC **ADVERTISEMENT FOR BIDS**

The City of Dowagiac will receive sealed bids for the transport and land application of biosolids (liquid sludge) from the WasteWater Treatment Plant until **2:00 p.m., local time, on Wednesday, February 22, 2017**, at the City of Dowagiac, 241 South Front Street, Dowagiac, Michigan 49047, at which time and place all bids will be publicly opened and read aloud.

The work for which bids are being requested is as follows:

ITEM 1 - Furnish all labor, materials, and equipment to transport approximately 300,000 to 800,000 gallons of biosolids from the digesters per year depending on dewatering quantities, with no guarantees on amounts hauled. Hauls shall be done once or twice per year, being conducted in the spring and/or fall.

ITEM 2 - The successful bidder shall obtain the land needed for the application of biosolids in Item 1, and submit required forms and information to the Michigan Department of Environmental Quality (DEQ) Water Resources Division Biosolids Program and the Wastewater Treatment Plant Superintendent. The successful bidder shall obtain written permission for land use (from landowner), obtain soil analysis, and apply biosolids at agronomic rates, per approved DEQ regulations and 40 CFR 503.33.

NOTE: The successful bidder will be required to furnish a performance bond for this contract.

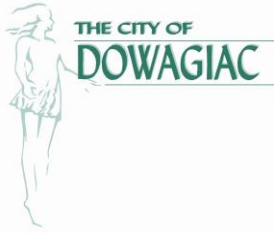
Bids should be addressed to City Clerk, Jane P. Wilson, 241 South Front Street, P.O. Box 430, Dowagiac, Michigan 49047, and should note in the lower left-hand corner of the envelope, "BIOSOLIDS REMOVAL BID".

Additional information and complete specifications may be obtained by contacting: Director James Bradford, Department of Public Services, 241 South Front Street, Dowagiac, Michigan 49047, (269) 782-8200, or visiting the City of Dowagiac website (www.cityofdowagiac.com).

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

DATED: January 16, 2017

Jane P. Wilson, City Clerk



CITY OF DOWAGIAC

NOTICE TO BIDDERS

SPECIFICATIONS FOR THE TRANSPORT AND LAND APPLICATION OF BIOSOLIDS

The City of Dowagiac's Department of Public Services will receive bids for the transport and land application of biosolids (liquid sludge) at **2:00 p.m.** on **Wednesday, February 22, 2017.** Bids should be addressed to City Clerk Jane P. Wilson at City Hall, P.O. Box 430, Dowagiac, MI 49047, and should note in the lower left-hand corner of the envelope, "BIOSOLIDS REMOVAL BID".

I. GENERAL SPECIFICATIONS

A. Scope of Work to be Performed

Item I - Furnish all labor, materials, and equipment to transport approximately 300,000 – 800,000 Gallons of biosolids each year from the Wastewater Treatment Plant (WWTP) at 29250 M-62 West, Dowagiac, Michigan, and apply to agricultural or silvicultural land (Approved by the City) via injection method.

Item II - The successful bidder shall obtain the land needed for the application of biosolids in Item I, and submit required forms and information to the Michigan Department of Environmental Quality (DEQ) Water Resources Division Biosolids Program and the Wastewater Treatment Plant Superintendent. The successful bidder shall obtain written permission for land use (from landowner), obtain soil analysis, and apply biosolids at agronomic rates, per approved DEQ regulations and 40 CFR 503.33.

Item III - Biosolids shall be removed and applied each year or as specified by the City.

B. Inspection of Premises

Before submitting a bid proposal, each bidder shall personally inspect the WWTP premises and confer with the WWTP Superintendent, to arrive at a clear understanding of the work to be performed, the manner and conditions under which the work is to be performed, and to familiarize themselves with the

biosolids handling and loading facilities at the plant. For an appointment, contact WWTP Superintendent at 269-782-9703.

C. Per Gallon Bid Price Requested

As requested in the "Bid Proposal" section of this bid document, a per-gallon bid price shall be submitted for the transport and land application of the biosolids.

D. Proposal Guarantee

A certified check or bid bond, issued by an approved surety on the form supplied with these bid documents, in the amount of \$2,000, must be submitted with the "Bid Proposal." The certified check or bid bond must be made payable to the "City of Dowagiac." Upon bid opening, the City shall retain the bid surety of the three lowest bidders and return all others within ten days of bid opening. Upon award of contract, the two unsuccessful bidders' bonds shall be returned within ten days. The successful bidder's bond shall be returned after receipt of fully executed contract documents.

E. Performance Bond

Prior to the execution of the contract and prior to beginning any work, the successful bidder shall, at his own expense, obtain and submit a performance bond to the City of Dowagiac to insure the faithful performance of the work specified herein.

F. Term of Contract and Rate Escalation Clause

The contract shall be bid encumbering up to a three-year period. Each successive year shall be stated separately with the per-gallon rate or escalator stipulated.

G. Award of Bid and Commencement of Work

The successful bidder (contractor) shall enter into a contract for the transport and land application of biosolids to be completed as stated in "Specifications for the Transport and Land Application of Biosolids". The successful bidder shall be able to commence the transport and application of biosolids in accordance with the specifications and shall obtain and furnish the City's Department of Public Services (DPS) copies of all necessary approval, bonds and permits prior to undertaking the project.

H. Invoicing and Payments

The successful bidder shall submit invoices to the DPS for the transport and land application of the biosolids according to the contract. The invoices shall

show the number of gallons transported and applied on a daily basis. The invoices will be subject to verification by the DPS, and in the event no discrepancies exist, they will be paid within thirty (30) days of receipt.

I. Licenses and Permits

Prior to commencing any work, the successful bidder shall obtain and furnish the DPS 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. All DEQ rules and regulations must be satisfied as an adjunct to obtaining approvals and permits. Approvals must be obtained by the contractor from the governing units in which the biosolids are to be placed.

J. Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Dowagiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds***: The City of Dowagiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Dowagiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Dowagiac may have in effect shall be considered secondary and/or excess.

5. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Ms. Rozanne Scherr, City of Dowagiac, Box 430, Dowagiac, MI 49047-0430.

6. Proof of Insurance Coverage: The Bidder shall provide the City of Dowagiac, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insurance and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

7. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Dowagiac at least ten (10) days prior to the expiration date.

K. Hold Harmless Clause

The successful bidder shall, upon execution of the contract, agree to assume all liability for and protect, indemnify, and save the City of Dowagiac (DPS) harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions, and attorney fees for injuries to, or death of, any person or persons whomever, including the parties hereto and their agents.

Said successful bidder shall pay, settle, compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the successful bidder shall at any time be considered an agent or employee of the DPS.

L. Work Stoppage

In the event of any work stoppage created by members represented by a collective bargaining organization, the successful bidder shall continue to provide service as agreed in this contract.

M. Assignments

The successful bidder shall not assign, transfer, convey, or otherwise dispose of the contract or his right to execute it or his right, title, or interest to it or become due under the contract without the prior written consent of the Director of the DPS.

N. Sub-Letting

The successful bidder shall not sub-let or assign any portion of the contract without the written consent of the DPS Director. Such consent shall not relieve the successful bidder from full responsibility for the performance of the contract.

O. Safety

The successful bidder shall comply with all Federal, State, and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as necessary to protect the life and health of employees on the job and the safety of the public, and to protect property during the performance of the contract.

P. Patents

The successful bidder shall pay all royalties and license fees and shall hold and save the DPS, its officers, agents, servants, and employees harmless from liability of any nature and kind.

Q. Cancellation Clause

The DPS shall have the right to terminate the contract upon sixty (60) day written notice for just cause. The DPS shall have the right to terminate the contract immediately if the successful bidder fails to comply with all applicable Federal, State and local regulations or for non-performance which may endanger the public health, safety, or welfare.

R. Submission of Bid Proposal

All bid proposals must be submitted to the office of the City Clerk, P.O. Box 430, 241 South Front Street, Dowagiac, MI 49047-0430 by 2:00 p.m. on Wednesday, February 22, 2017, in sealed envelopes plainly marked "BIOSOLIDS REMOVAL BID."

In the event that any bidder is unable to conform to the written stipulations contained herein, he may submit an alternate proposal which contains his rationale. All alternates to the advertised invitations will be considered objectively. The right is reserved by the DPS to accept any proposal, reject any or all proposals, and to waive formalities in bidding when it is deemed to be in the best interest of the City of Dowagiac.

II. TRANSPORT AND APPLICATION SPECIFICATIONS

A. Equipment

Each bidder must submit with "Bid Proposal" a list of the equipment to be utilized in the performance of the work specified herein. The equipment shall include:

1. Transport trucks, each having a minimum 8,000-gallon carrying capacity. Said transport trucks shall be of the type which do not leak or allow spillage at any time and which do not allow the exposure of the biosolids to the atmosphere.
2. Injector units consisting of driven chassis equipped with flotation tires and "Behind the Rear Wheels"-mounted tool bars, with 5 or 6 shanks. Each injector unit shall be capable of injecting a minimum of 10,000 gallons per acre in one pass at top vehicle speed. The injector units shall be equal to or better than the following manufacturers' equipment.
 - a. Ag Chem, Terra-Gator Model 2505 or
 - b. Big "A", Model 4500; or
 - c. Big Wheels, Model 4460.

All transport and injection equipment utilized in the performance of the work specified herein, including equipment utilized in the event of breakdowns of primary equipment, must meet the specifications contained herein, unless otherwise approved by the DPS. Successful bidder shall provide documentation to the DPS showing the total gallons each injection equipment contains when full.

Please be informed that prior to award of bid, each bidder may be required to demonstrate his capability to perform the work specified herein, and that the above listed equipment is minimal and not all inclusive. Such additional equipment which the contractor may possess, such as field storage tanks, etc., will be important factors in determining award of bid and demonstrating performance capability.

B. Typical Biosolid Analysis

The following is a typical analysis of the biosolids to be transported and applied:

PARAMETER	ANAEROBIC (mg/kg)	AEROBIC (mg/kg)
Ammonia (as N)	300	300
Nitrates (as N)	<1.5	<15
TKN	900	600
Phosphorus (T)	1600	340
Cadmium (T)	0.70	<0.50
Chromium (T)	7.0	2.2
Lead (T)	19	<6.0
Nickel (T)	94	95
Potassium (T)	110	40
Zinc (T)	130	12
% Total Solids	7.0	2.4
NOTE: Percent Total Solid may vary higher or lower.		

C. Loading

The successful bidder shall provide the necessary equipment for pumping the biosolids into the firm's trucks from the WWTP, and into injection equipment.

D. Method of Application

1. The successful bidder shall apply the biosolids (at agronomic rates) via injection into the soil. Application techniques approved by the DEQ and 40 CFR 503.32 (pathogens/site restrictions) and 503.33 (vector attraction) shall be met at all times. Any method of application other than injection must be approved by the Director of the DPS.
2. The successful bidder shall provide on-site supervision at all times during application.

3. The successful bidder shall furnish transport records and injection slips to the DPS on a daily basis for comparison and control purposes. The successful bidder shall submit a signed vector attraction certification to the Wastewater Plant Superintendent, indicating how 40 CFR Part 503.33 requirements were met.
4. The biosolids shall be applied according to the guidelines of the DEQ buffer zones listed below.

LOCATION	SUBSURFACE APPLICATION BUFFER ZONES
Municipal Wells (Type II or Type IIA)	2000 feet
Non-community Public Water Supply (Type IIB or Type III)	800 feet
Domestic Well	100 feet
Homes & Commercial buildings	100 feet
Surface Waters	50 feet

F. Application Schedules

The DPS will develop, in conjunction with the successful bidder, the initial transportation and application schedules; however, the DPS reserves the right to amend or revise any initial transportation and application schedules developed.

G. Completion Dates:

May 1st is the latest acceptable completion date for the removal and injection of biosolids from the digesters at the WWTP each spring. Fall removal and injection shall commence as soon as possible after crop removal and shall be completed by December 21. The DPS reserves the right to amend or revise application completion dates.

H. Transport and Application Work Schedule

The normal work schedule for transporting shall be 7:00 a.m. to 7:00 p.m., Monday through Friday. The normal work schedule for injection shall be daylight to dusk, Monday through Friday. If local site ordinances differ, they will supersede the above times. Occasionally, the DPS may require the successful bidder to work additional days and hours, depending on the biosolid amounts. It may be possible or necessary for the DPS to suspend the ground application of the biosolids during certain periods due to wet ground or inclement weather.

I. Spillage Clean-Up

In the event of any discharge of the biosolids on the plant site, at locations enroute to or from the plant, or at the application sites, the successful bidder shall, at his own expense, immediately perform the clean-up of said spills to the satisfaction of the DPS.

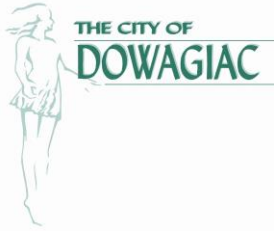
III. ADDITIONAL BID SPECIFICATIONS

A. In addition to the aforementioned specifications, the successful bidder shall:

1. Restore, at his own expense, any public or private property, including drives, fields, fences, etc., damaged or injured as a result of any act or omission on his part or on the part of his employees or agents, to a condition similar to and equal to that existing before such damage or injury was done. If the successful bidder neglects to make such repairs or restoration, the DPS may, after 48-hours notice to the successful bidder, proceed to make such repairs or restoration and deduct the cost thereof from any monies that are or may become due the successful bidder.
2. Observe and heed buffer zones as established by the DEQ and such additional buffer zones or changes in the original buffer zones as may be established by the DPS during the term of this contract.
3. Prepare and furnish the DPS a copy of a contingency plan for dealing with major accidental spillages of the biosolids.
4. Design and adhere to a system of application to minimize the rutting and compaction of the application sites and adjacent land utilized in the transporting and application processes.
5. Prevent the exposure of the biosolids to the atmosphere (vector attraction).
6. Conduct the transporting and application operation in such a manner as to prevent odor problems.
7. Maintain all equipment clean and painted, in good working order.
8. Disc the application sites to the satisfaction of the DPS at his own expense in the event the DPS determines that excessive biosolids are present on the surface of the application sites or any portion thereof following the application of the biosolids by the injection method.

B. In addition to those obligations contained in the foregoing specifications, the DPS shall:

1. Maintain records of application sites; and
2. Submit biosolid analyses as required.



CITY OF DOWAGIAC
BID PROPOSAL FORM

Bids shall be accepted until 2:00 p.m., local time, on Wednesday, February 22, 2017, at the office of the City Clerk, City Hall, P.O. Box 430, 241 South Front Street, Dowagiac, MI 49047-0430, at which time and place all bids shall be opened and reviewed.

TO THE CITY OF DOWAGIAC, DEPARTMENT OF PUBLIC SERVICES:

The undersigned proposes to transport biosolids from the Wastewater Treatment Plant of the City of Dowagiac, located at 29250 M-62 West, Dowagiac, Michigan, and land apply to designated agricultural or silvicultural sites as follows:

Item I - THREE-YEAR CONTRACT for approximately 300,000 – 800,000 Gallons per year of biosolids removed from the Digesters of the Wastewater Treatment plant to be completed each year.

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ITEM I - BID AMOUNTS - Digester Biosolids

2017 -	_____	Cents Per Gallon	_____
	(In Writing)		(In Figures)
2018 -	_____	Cents Per Gallon	_____
	(In Writing)		(In Figures)
2019 -	_____	Cents Per Gallon	_____
	(In Writing)		(In Figures)

#####

Name of Company Bidding: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Signature: _____

Position in Company: _____

Phone: _____ Date: _____

NOTE:

The proposal shall be properly signed and the complete address of the bidder shown thereon.

If the bidder is a corporation, the proposal shall be signed by its duly authorized officers and authority for the signatures shall be attached thereto.

If the bidder is a partnership, the proposal shall be signed by all partners.

A bid bond issued by an approved surety on the form supplied with the bidding documents in the amount of \$2,000 must accompany this proposal.

All bids are to be submitted in sealed envelopes plainly marked: "BIOSOLIDS REMOVAL BID."

INSTRUCTIONS FOR EXECUTION OF BONDS

The form of Bond attached hereto shall be used for each contract.

If the principal is an individual, his full name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature in the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A power-of-attorney authorizing the execution of the bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the bond shall be countersigned by a licensed, resident agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, as Principal, and the _____, a corporation and authorized to transact business in the State of _____ as surety, are held and firmly bound unto the City of Dowagiac as obligees, in the penal sum of:

_____ Dollars (\$ _____) lawful money of the United State of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, A.D. 20____.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the _____ day of _____, A.D. 20____ for the Transporting and Land Application of Biosolids which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligees, all loss and damage which said Obligee may sustain by reason of failure or default in the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

WITNESS:

By _____
Attorney-in-Fact

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, A.D. 20____.

(SEAL)

Principal

WITNESS:

By: _____

(If Individual or Firm)

Title

ATTEST:

(If Corporation)

(SEAL)

Surety

By: _____

ATTEST:
