

REQUEST FOR PROPOSAL:

Lagoon Biosolids Removal and Disposal

CITY OF EVANS, COLORADO

May 6, 2024

Due Date: 3:00pm Friday May 31, 2024

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BID DOCUMENT EXPLANATION

I. INTENT

The City of Evans operated a 3-cell aerated lagoon facility until 2018, when the new treatment facility went online. This project will focus on removing the biosolids from Lagoon #1 or primary lagoon from the old treatment works. Since 2018 the Lagoon has seen intermittent service as a Liquid and Waste Activated Sludge holding lagoon with anaerobic treatment. The lagoon holds roughly 10 million gallons with an operational water depth of 10 feet. The Biosolids levels in the lagoon range from 3-6 feet. The lagoon last had biosolids removed in 2001.

When comparing proposals, comparison will not be confined to price only. The successful proposer will be one whose product is judged to best serve the interests of the City of Evans when price, product, quality, and delivery are considered. The City of Evans also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities.

II. REQUIRED QUALIFICATIONS

All companies submitting a bid must be qualified and must be able to meet all requirements as noted in the documents and specifications of this project. Proposers must meet all federal, state and local regulations with regard to Biosolids removal, transport and disposal. Proposers must have experience with similar projects within the last five (5) years. The company shall agree not to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

III. CONTRACTING PROCESS

A. GENERAL ITEMS

The City of Evans shall be the Purchaser/Municipal Corporation. The Purchasing Municipality Representative is Robby Porsch, Wastewater Superintendent (970) 475-2241.

The City may waive any informalities, minor defects, or reject any and all bids. Any closed bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid acceptance may be extended for a reasonable time not to exceed thirty (30) calendar days. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the successful proposer.

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such consideration shall be made in writing. Based on such inquiry, the City of Evans may choose to issue an addendum in accordance with local state laws.

B. METHOD OF SUBMITTAL

Submission Instructions. Qualified firms desiring to provide the required service must submit the entire proposal including cover letter, requested documents and information in PDF format, by or before the date stipulated below, emailed to **Robby Porsch** at rporsch@evanscolorado.gov. With Lagoon Biosolids Removal and Disposal as the subject line.

Lagoon Biosolids Removal and Disposal

Submittals must be received prior to 3:00pm, on Friday May 31, 2024.

Faxed proposals will not be considered.

C. BID SUBMITTAL REQUIREMENTS

Each Bid Submittal shall include the following items:

- **Non-Collusion Statement:** The company placing the bid shall sign the statement proving that the bid submitted is fair and proper and not tainted.
- **Bid Proposal/Schedule:** All information shall be completed. Under no circumstances will changes be allowed to be made once bids are submitted.
- **Contract Documents:** The proposing company shall review the standard agreement and state a willingness to enter into the agreement. If the proposer has issues with any portion of said agreement or specifications these issues must be clearly identified with the bid submittal. If issues are not clearly identified at this time changes will be non-negotiable at time of signature requirement.
- **Specification Compliance or Deviations (Exceptions) by the Bidder:** Bid Specification section of this document must be complete. Any deviation from the Technical Specifications included herein must be noted in detail and submitted in writing on the bid specification form. Completed specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement on the bid form and accompanying specifications will hold the proposer strictly accountable to the specifications written herein. Failure to submit the specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications are submitted with the bid, the proposer's name should be clearly shown on each document.

D. BASIS OF AWARD

Contract award may be made to the lowest responsive and responsible bidder meeting the Technical Specifications. The following is a list of the criteria that may be used to evaluate bids:

- Price;
- Project Narrative;
- Superior quality and adherence to specifications presented in this bid document;
- Maintenance and/or service;
- Delivery and/or completion time;
- Guarantees and warranties;
- Company's reputation and financial status;
- Past experience with same or similar equipment or service.

E. BID TIMELINE

Important Items Schedule

- Last Day for Questions **5:00pm Thursday May 16, 2024**
Questions must be submitted via email to Robby Porsch at rporsch@evanscolorado.gov with the bid reference number in the subject line.
- Addendum 1 with Questions and Answers **5:00pm Friday May 17, 2024**
- Bid Submittal **3:00 pm Friday May 31, 2024**
- Addendum 2 with Bid Tabulations **5:00pm Friday May 31, 2024**
- Presentation to City Council for Award **Tuesday June 18, 2024**

The award for the project will follow the approval from City Council on **Tuesday June 18, 2024**. The project must be completed by **Thursday December 31, 2024**. Any changes must be communicated with and approved by the City of Evans.

B. BID PROPOSAL

Lagoon Biosolids Removal and Disposal

Proposal of _____ (hereinafter called bidder, doing business as _____, organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called City).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **Lagoon Biosolids Removal and Disposal** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.

C. BID SCHEDULE

BID SCHEDULE Summary – Biosolids Removal and Disposal - City of Evans, CO			
Work Areas: Summary			
Description	Quantities	Units	Unit Cost
Removal and Disposal of Biosolids	Est. 1,000 Dry Tons	Per Dry Ton	
Mobilization and Demobilization		ea.	

The City is requesting bidders provide bids in form of Unit Cost Per Dry Ton of Biosolids removed and disposed of from the facility. It is the City’s intent to enter into a Not to Exceed contract for the full amount that the City has budgeted for this project. The project will be deemed complete when one of the following events occurs:

1. All Biosolids have been removed from the Lagoon.
2. The budget for the project has been exhausted.
3. The contract deadline of December 31, 2024 has been reached, unless the contract completion date has been extended by mutual written agreement of both parties.

The City anticipates that this project should be completed in one (1) Mobilization and Demobilization. If the Bidder is proposing more than one (1) Mobilization and Demobilization please provide the anticipated number in the Quantities column above.

All bidders shall provided a Project Narrative with their bids for the City’s review and approval. The Project Narrative shall include the anticipated start date for the project and proposed methods for removal, transport and disposal of the Biosolids.

D. NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **Lagoon Biosolids Removal and Disposal**

The City, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Request for Proposals dated _____.

You are hereby notified that your bid has been accepted for the **Lagoon Biosolids Removal and Disposal** Project for the City of Evans Wastewater Division in the amount of (US\$).

You are required by the Information for Bidders to execute the Agreement and furnish the required documentation within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said documentation within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this ____ day of _____, 2024.

The City of Evans

By: _____
Dir. Public Works or Wastewater Suptdt.

E. ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the _____ day of _____, 2024.

By: _____

Title: _____

F. AGREEMENT

City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for the design/preparation of the **Lagoon Biosolids Removal and Disposal** (hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ Dollars (\$____.00). Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either

directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. CONDITIONAL CONTRACT EXTENSION (OPTIONAL)

The CITY and CONTRACTOR may extend the relationship arising under this agreement by a future written agreement that is approved by CITY COUNCIL, subject to annual appropriation, and subject to agreed-upon unit pricing. Such extensions, if any, shall not exceed a period of three (3) consecutive years. The CONTRACTOR does not have a contractual right to an extension and the CITY expressly reserves all rights to cancel its relationship with CONTRACTOR.

VIII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

IX. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

X. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from the fault of, or negligent services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials,

officers, directors, agents and employees.

B. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

XI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XII. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XIII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an **Independent Contractor**. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVII. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: _____

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

The Parties agree that the Contractor's signature must be notarized.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____

Mark C. Clark, Mayor

ATTEST:

Julie Barnett, City Clerk

APPROVED AS TO FORM:

Drew Lyman, Assistant City Attorney

APPROVED AS TO CONTENT:

Cody R. Sims, City Manager

CONTRACTOR

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____ of _____.

(SEAL)

Notary Public in and for the State of Colorado;
My commission expires: _____

Exhibit A Scope of Services

The City of Evans operated a 3-cell aerated lagoon facility until 2018, when the new treatment facility went online. This project will focus on removing the biosolids from Lagoon #1 or primary lagoon from the old treatment works. Since 2018 the Lagoon has seen intermittent service as a Liquid and Waste Activated Sludge holding lagoon with anaerobic treatment. The lagoon holds roughly 10 million gallons with an operational water depth of 10 feet. The Biosolids levels in the lagoon range from 3-6 feet. The lagoon last had biosolids removed in 2001. The estimated volume of biosolids is approximately 1,000 Dry Tons. The removal and disposal of Biosolids shall be completed by December 31, 2024.

The means of removing the biosolids from the lagoons shall be the choice of the Contractor with the following stipulation.

1. As the future use of the Lagoon is still unknown, the Contractor shall use their best efforts to keep the Lagoon's earthen liner intact. Any need to breach the earthen liner shall be communicated to and approved by the City before the liner is breached.

The biosolids are expected to meet Class B Biosolids standards for beneficial reuse. With that being said, the means of disposal of the biosolids shall be the choice of the Contractor with the following stipulations.

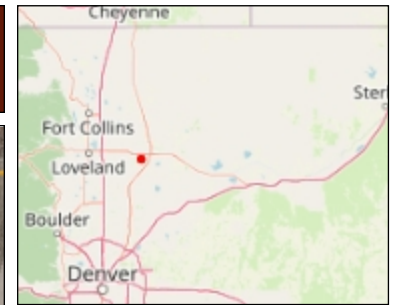
1. Contractor shall adhere to the EPA and CDPHE regulations for the disposal of Biosolids as outlined in 40 CFR Part 503.
2. Contractor is responsible for all sampling of the Biosolids to confirm they meet the criteria for the selected disposal method or receiving entity as outlined in 40 CFR Part 503.
3. If land application is selected for disposal, the Contractor is responsible for all soils analysis and land permitting with CDPHE.
4. Contractor is responsible for generating all reports required by the EPA, CDPHE, and the City's NPDES Discharge Permit. All reports and testing results shall be provided to the City no later than January 30, 2025, to meet the annual Biosolids reporting deadline in mid-February.
5. Contractor shall take an individual sample from each truckload to leave the facility. These samples shall be combined at the end of every day to form a daily composite sample that is sent to a third-party certified laboratory for concentration analysis to be used in determining daily volumes removed from the facility.

The City will provide the following if needed.

1. A point to obtain potable and/or non-potable water
2. A point to obtain 110v low amperage electrical power

The Contractor will be responsible for providing if needed.

1. Necessary electrical power (other than low amperage 110v).
2. Extensions to bring 110v power to work location.
3. Pumps and hoses for non-potable water.
4. Hoses for the use of potable water.
 - a. A standard garden hose spigot is available for low volume water usage.
 - b. High volume water usage from a fire hydrant and will require the Contractor to obtain a fire hydrant meter from the City and provide the necessary security deposit.



Legend

- Parcels
- Highway
- County Boundary

These Lagoons are not part of the project.

1: 1,624



270.7 0 135.37 270.7 Feet

Notes

**Exhibit B
Schedule of Charges**

BID SCHEDULE Summary – Lagoon Biosolids Removal and Disposal - City of Evans, CO			
Work Areas: Summary			
Description	Quantities	Units	Unit Cost
Removal and Disposal of Biosolids	Est. 1,000 Dry Tons	Per Dry Ton	
Mobilization and Demobilization		ea.	

The City is requesting that bidders provide bids in form of Unit Cost Per Dry Ton of Biosolids removed and disposed of from the facility. It is the City’s intent to enter into a Not to Exceed contract for the full amount that the City has budgeted for this project. The project will be deemed complete when one of the following events occurs.

1. All Biosolids have been removed from the Lagoon.
2. The budget for the project has been exhausted.
3. The contract deadline of December 31, 2024 has been reached, unless the contract completion date has been extended by mutual written agreement of both parties.

The City anticipates that this project should be completed in one (1) Mobilization and Demobilization. If the Bidder is proposing more than one (1) Mobilization and Demobilization please provide the anticipated number in the Quantities column above.

All bidders shall provided a Project Narrative with their bids for the City’s review and approval. The Project Narrative shall include the anticipated start date for the project and proposed methods for removal, transport and disposal of the Biosolids.