



January 23, 2023

Request for Qualifications
Pressed Biosolids Hauling Services
Storm Lake Wastewater Treatment Facility

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

The City of Storm Lake is soliciting qualification proposals for pressed biosolids hauling services associated with the City Wastewater Treatment facility.

The deadline for proposals is **March 3rd, 2023, at 12:00 p.m.** Qualification proposals shall be submitted to the Storm Lake City Clerk on the form included with this Request for Qualifications.

Proposals can be mailed to City Clerk, PO Box 1086, Storm Lake, IA 50588; hand delivered to City Clerk, 620 Erie St, Storm Lake IA; or emailed to cityclerk@stormlake.org.

Loading will occur at the biosolids storage building on the Wastewater Treatment Plant premises. The city will determine the area where the biosolid hauling contractor will weigh their loads and provide an electronic card to allow for scaling of loads 24 hours a day, seven days a week.

Please reference IDNR Chapter 67 – Standards for the land application of sewage sludge, rule 567-67.8 Land application requirements for Class II sewage sludge, as it pertains to application to land.

The proposed agreement is also included with this request for the contractors review and provides detailed information on the agreement terms and conditions.

The City reserves the right to reject any and all proposals, to waive any informality in the proposals, and to interview haulers and to make a selection based on the best value to its citizens.

Do not hesitate to contact Jorge Tarin at the Storm Lake Wastewater Treatment Plant with any further questions you may have at 712-732-8032.

Sincerely,

Matthew Beckman
Public Works Director

Enclosure





City of Storm Lake
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Storm Lake, IA 50588
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**FORM OF PROPOSAL
PRESSED BIOSOLIDS HAULING SERVICES
CITY OF STORM LAKE
WASTEWATER TREATMENT PLANT**

UNIT PRICE PER TON HAULED _____

Will you require City Staff to be present or assist in loading? () Yes () No

If yes, please outline assistance necessary and why. _____

If no, what equipment will you be using to load. _____

Please provide any additional comments that would describe your process of removing and hauling pressed Biosolids from the Wastewater Treatment Plant.

Signature _____

Company Name _____

Company Mailing Address and Contact Phone Number _____

AGREEMENT FOR BIOSOLID SLUDGE DISPOSAL SERVICES

This Agreement for Biosolid Sludge Disposal Services ("Agreement") is entered into this 15th day of April 2023 by and between:

City of Storm Lake, Iowa, Wastewater Treatment Plant, 1234 630th St, PO Box 1086 Storm Lake, IA 50588 (herein referred to as "CITY")

and

Contractor (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, CITY operates the City of Storm Lake, Iowa Wastewater Treatment Plant located at 1234 630th St. in Storm Lake, Iowa, hereinafter referred to as the "Facility", and desires to have biosolid sludge disposed of from the Facility;

WHEREAS, Contractor is in the business of providing disposal and application services for biosolid sludge and seeks to provide its services to CITY;

WHEREAS, the parties wish to enter into this Agreement for Biosolid Sludge Services that sets out the responsibilities of each party and will govern the relationship between the parties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

A. GENERAL PROVISIONS

1. Purpose: CITY will provide biosolid sludge from the Facility. Contractor will load the Biosolid sludge at the Facility, transport it from the Facility, weigh each load at a CITY-designated commercial scale licensed by the State of Iowa that is located within the City limits, and dispose of the biosolid sludge as set forth in this Agreement. Contractor agrees to remove biosolid sludge from the facility at reasonable removal rates determined by the CITY to support the effective operations of the Facility. At the time the biosolid sludge is removed from the process or storage building at the Facility, Contractor will assume sole liability of the biosolid sludge and City will not have any further liability.
2. Term and Termination: This Agreement shall commence on April 15th, 2023 and continue through April 14th, 2025, provided that the Agreement may be extended for an additional 2 year period by written agreement of both parties, unless terminated earlier as provided herein. Notwithstanding any information to the contrary, CITY may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to Contractor.
3. Response Time: The Contractor shall provide CITY with a Biosolid Hauling Vehicle at Facility not more than 48 hours from the time the Contractor receives a notification call. The Contractor shall provide 24-hour, 7-day week telephone communication. Answering phone services are not permitted. If service is not provided with the specified time, CITY shall have

the right to make other arrangements with another Biosolid Sludge Hauling provider.

4. Compensation:

- a. Contractor shall be solely responsible for the cost of the transportation of the Biosolid sludge from the Facility.
- b. At the beginning of this contract (April 15th) CITY and Contractor agree to discuss the Facility's current biosolid sludge production and disposal volumes. Based on those discussions, if the parties agree to change any of the terms of this Agreement, the parties will document any changes in an Amendment to be signed by both parties.
- c. CITY will pay contractor (Rate) per ton of Biosolid Sludge hauled out of Facility.
- d. Charges for Biosolid Sludge Hauling shall be forwarded monthly to City Hall for payment and such invoices shall identify each load hauled from Facility and shall be accompanied by scale tickets for each load listed on said invoice.
- e. CITY shall be responsible for payment of Biosolid Sludge Hauling Services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1st and 3rd Monday's of each month.
- f. Contractor shall reimburse CITY for any fees and/or charges associated with another Biosolid Sludge Hauler as a result of Contractor's inability to meet the maximum response time requirement covered in this agreement, Section A, subsection 3.

B. RESPONSIBILITY OF CITY

1. CITY shall perform its duties and responsibilities in a timely and workmanlike manner in order to carry out its obligations under this Agreement.
2. CITY and contractor shall coordinate the removal of the biosolid sludge from the Facility.
3. CITY shall provide proper notification via phone call for impending pickups required.
4. CITY shall bear the cost of weighing the loads of Biosolid sludge and shall provide Contractor with the means of charging the City for each weigh pursuant to this agreement.

C. RESPONSIBILITY OF CONTRACTOR

1. Contractor shall perform its duties in a timely and workmanlike manner and shall use its employees, equipment and materials to carry out its obligations in this Agreement.
2. Contractor shall provide CITY with an empty weight scale ticket at the beginning of each week of hauling for each Biosolid Sludge Hauling Truck used at Facility.
3. Contractor shall weigh each load of Biosolid sludge and, at the end of each month, provide CITY copies of weight tickets that support Contractor's invoice for biosolid sludge hauling during the month.
4. Contractor will comply with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders relating to its obligations under this Agreement.

5. Contractor shall obtain, at its own expense, any necessary approvals or permits from all certification or governmental bodies necessary for it to provide any and all services hereunder.
6. Any records required by regulation or law pertaining to location, acreage, and rate of Biosolid sludge application shall be maintained by the contractor and made available to City upon request. Such records shall be accurate and complete.
7. Contractor will secure all stock pile sites and submit a list of qualified stock pile sites to CITY at the beginning of each contract year. Contractor will certify that all qualified stock pile sites meet all regulatory requirements; and are suitable for all weather delivery.
8. Contractor shall be responsible for maintaining the biosolid sludge loading area at the stockpile sites.
9. Contractor shall be responsible for securing all stockpiles and dispensation of biosolid from same.
10. Contractor shall be responsible for coordinating the application of the biosolid sludge on the farmland.
11. Contractor shall provide all equipment and personnel required to load, transport and apply the biosolid sludge from stockpile sites to the farmland.
12. Contractor shall apply the biosolid sludge to the farmland in accordance with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders.
13. Contractor is responsible for all land application and site maintenance costs, which include but are not limited to: labor, utilities, chemicals, fuel, vehicles, materials, supplies, equipment and miscellaneous expenses.
14. Contractor is responsible for reading and understanding all land application requirements for Class II sewage sludge as set forth in IDNR Chapter 67 – Standards for the land application of sewage sludge, rule 567-67.8 Land application requirements for Class II sewage sludge, as it pertains to application to land.
15. Should any regulatory agency require documentation related to the services provided by Contractor hereunder, Contractor shall provide all such information to CITY, including but not limited to:
 - a. Applicator load sheets
 - b. Quantities applied & quantity applied per acre
 - c. Acres applied or covered with and location of the application
 - d. Drawing of area covered or applied
 - e. Dates of application to corresponding site
 - f. Names and addresses of farm owner or operators where biosolid sludge has been or/is applied
 - g. Other information as CITY deems necessary
15. Contractor shall be responsible for any penalties, fines, citations, and judgments issued to, or incurred by, the Contractor and the CITY as a result of any action or inaction by the Contractor relating to the Contractor's responsibilities as outlined herein.

D. OTHER PROVISIONS

1. Mediation: In the event a dispute arises between the parties as to the meaning or intent of any portion of this Agreement, the parties shall promptly meet and attempt to resolve the outstanding issue.

If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination or validity, the parties will first seek to agree on a forum for non-binding mediation to be held in a mutually agreeable location.

Any mediation will be kept confidential and the existence of the proceeding and any element thereof (including but not limited to documents submitted or exchanged) will not be disclosed beyond the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be lawfully required in judicial proceedings or as required by law.

2. Insurance: Contractor will obtain and maintain at its own expense the following minimum limits of insurance, with insurance companies acceptable to City (those rated A-VII or higher by A.M. Best's), to cover the risk of losses associated with this Agreement:

Coverage	Limits
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$500,000 each accident; \$500,000 each employee; \$500,000 policy limit
(c) Commercial General Liability including products and completed operations liability and contractual liability	\$1,000,000 each occurrence for property damage and bodily injury (PD/BI); \$1,000,000 general aggregate; \$1,000,000 products/completed operations aggregate
(d) Automobile Liability- Owned, hired and non-owned autos	\$1,000,000 Combined Single Limits- each accident
(e) Excess Liability	May be utilized to meet limits outlined above
(f) Property	Contractor shall be solely responsible for protecting and insuring all property owned or leased by Contractor during the Term of this Agreement
(g) Professional Liability	\$1,000,000 each claim/policy limit
(h) Pollution Liability	\$ 1,000,000 each claim/policy limit

Within thirty (30) days after execution of this Agreement, Contractor will provide CITY with a certificate evidencing that such coverages are in full force and effect. Contractor will name CITY as additional insured with respect to coverages (c) and (d) above. All policies will be primary and non-contributory, provide a full waiver of the insurer's right of subrogation in favor of CITY with respect to claims that are covered or should have been covered by valid and collectible insurance provided hereunder. Contractor will not voluntarily permit any cancellation, non-renewal or material change in the insurance coverage to be provided hereunder without thirty (30) days' written notice to CITY.

3. Governing Law: The law of the State of Iowa shall govern and control this Agreement, all performance, and any disputes arising under this Agreement or otherwise arising out of or relating to this Agreement, without regard to its conflicts of laws principles. Any legal or equitable action(s) arising out of, or relating to, this Agreement or the breach thereof shall be brought in state or federal courts of competent jurisdiction in the State of Iowa.
4. Hold Harmless and Indemnification. Contractor agrees to and shall defend, indemnify and hold harmless the CITY, its elected and appointed officers and employees from any liability for claims or damages including without limitation, for personal injury or property which is caused by or arises from any negligent act or willful misconduct of Contractor, for the failure of Contractor to comply with any applicable Federal, State or local laws and regulations, or Contractor's breach or failure to comply with any of its obligations and covenants set out in this Agreement.

CITY agrees to and shall defend, indemnify and hold harmless Contractor from liability for claims or damages for personal injury or property damage which is caused by any negligent act or willful misconduct of CITY or its breach or failure to comply with any of its obligations and covenants set out in this Agreement.
5. Contractor Not an Employee: The performance by Contractor of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between Contractor and the CITY. Neither the employees of Contractor nor those of its subcontractors will be deemed to be employees or agents of CITY or the City. Unless expressly set forth in this Agreement, none of Contractor, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate the CITY in any manner whatsoever.
6. Assignment of Agreement: This Agreement is solely with Contractor, based on its reputation and past performance and, as such, no assignment, transfer, conveyance, or subcontracting of this Agreement, in whole or in part, shall be permitted without written consent to the Contractor by CITY. Any attempt to sell, assign, transfer, or convey this Agreement without the written consent of CITY shall be a breach of this Agreement by Contractor.
7. Breach of Contract and Remedies: The essence of this Agreement is the timely removal and application of biosolid sludge from the Facility in the manner provided by Federal, State, and local laws, rules, regulations, statutes, and ordinances, as now exists or as they may be promulgated in the future. Any failure of the Contractor to perform its duties and responsibilities under any clause of this Agreement shall constitute a breach of contract and CITY may, at its discretion, proceed with any legal or equitable remedy available to it.

In addition to the foregoing remedies, CITY may elect to terminate this Agreement upon ten (10) days written notice for breach of any of its terms by Contractor, unless the defect or non-performance is remedied by Contractor within ten (10) days of such notice.

However, CITY may, under any circumstances, immediately terminate this Agreement without notice, upon violation of any provisions of this Agreement by Contractor, resulting in a disruption of biosolid sludge removal from the Facility, to the extent of exceeding the Facility storage capacities or if CITY or Contractor is ordered to cease its operations in biosolid sludge disposal by the City or any Federal, State, or local agency, commission, board, or court, in which event this Agreement shall terminate and be null and void.

- 8. **Destruction of Premises:** In the event of total or partial destruction of the Facility by fire, windstorm, or other casualty, making it impossible for CITY to perform hereunder, the performance of this Agreement shall be suspended until such time as CITY restores the Facility and is able to perform.

- 10. **Notices:** Any notice given under this Agreement shall be in writing and sent (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or (iii) by facsimile with acknowledgment received. All notices will be effective when first received at the following addresses:

If to CITY:	If to Contractor:
City of Storm Lake Wastewater Treatment Plant PO Box 1086 Storm Lake, IA 50588 712-732-8032	

- 11. **Changes:** In the event that a change in the scope of services provided under this Agreement is made necessary due to a change in governmental regulations or reporting requirements, Contractor shall be entitled to request additional compensation. Any approved change in compensation shall be retroactive to the time of the change in scope and negotiated by the parties within (90) ninety days from the date of notification.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Storm Lake, Iowa

Contractor

By: _____

By: _____

Contractor

Name: _____

Date: _____

Date: _____