BID PACKAGE 2025-5

ON-CALL SLUDGE HAULING SERVICES 2025

Bid Opening May 19, 2025 at 10:00am

City of Joplin
Public Works Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1852 (VOICE)
(417) 625-4738 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 10:00 A.M., Monday, May 19, 2025 at the office of the Assistant Director of Public Works - Operations, located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) to CONTRACT the following:

ON-CALL SLUDGE HAULING SERVICES 2025

Specifications and bid forms are available online at www.joplinmo.org by referencing the bids/projects tab on the left side of the page. Bid forms are also available by contacting Austin Bruce, Wastewater Pretreatment Inspector, at 417-624-0820, Ext. 1852; picking up in person at the 4th floor of City Hall; or, by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase
Finance Director

Publication Date: Friday, May 2, 2025

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at City Hall, 602 S. Main St. until 10:00 A.M, Monday, May 19, 2025, for the following services:

ON-CALL SLUDGE HAULING SERVICES 2025

This project includes the following: furnishing labor and equipment to load and land apply sludge at pre-approved sites in accordance with the Clean Water Act. This is for a one (1) year contract that can be extended for up to two (2) additional terms of one (1) year each for a total of three (3) years.

Specifications and bid forms will be available at the mandatory pre-bid. Bids must be received before 10:00 a.m., May 19, 2025, at City Hall, 602 S. Main St. Joplin, Mo. 64801 at which time the bid opening will be conducted in the conference room located on the 4th floor at City Hall, 602 S. Main. A **mandatory pre-bid meeting** will be held @**11:00 a.m., May 9th, 2025** in the conference room at Turkey Creek Wastewater Treatment Facility, 3457 West Eddy Ln, Joplin, Mo. 64801.

The contractor shall be licensed in the City of Joplin Missouri before entering the work of said contract. The City reserves the right to reject any or all bids.

The successful bidder will have to sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo§285.525.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

A bid bond for five percent of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond and payment bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to evaluate all bids, to reject any bids and re-bid on a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed price per gallon rate to haul and land apply liquid sludge. Rate shall be honored for the duration of the contract.

All bids shall be exclusive of Federal, State and City taxes.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below; if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way.

Minimum information to be submitted with each bid shall consist of the following:

1 Bid Form (all lines completed)
2 Bid bond

MARK BID ENVELOPES; "BID PACKAGE 2025-5 ON-CALL SLUDGE HAULING SERVICES 2025"

PART 1 - GENERAL

1.1 SUMMARY

A. Scope of work:
   1. Must be available to haul sludge within 48-72 hour notice.
   2. Must be able to haul a normal load of 2,500 to 6,000 gallons per truck.
   3. On call contract will consist of at least 250,000 gallons.
   4. Contractor must provide suction and discharge hoses.
   5. All sludge will be land applied on pre-approved fields only
   6. Sludge will be land applied in fields within 20 miles of either of the City of Joplin Wastewater Treatment Facilities.
   7. Sludge to be applied in accordance with the Clean Water Act

B. Base Bid price will include amount per gallon of liquid sludge to be hauled and land applied.

1.2 QUALITY ASSURANCE FOR CONTRACTOR

A. Hauler Qualifications: A qualified firm that is approved, authorized, or licensed by City of Joplin and has experience in hauling sludge for other municipalities.

B. Hauler must sign agreement and have the minimum General Liability Insurance.

C. Payment and Performance Bond: Contractor shall purchase 100% Payment and Performance Bonds for benefit of Owner, taxpayers and material suppliers.

D. Bid Bond of 5% will be required with bid based on 100,000 gallons.

E. Pre-bid Conference: A mandatory pre-bid conference will be scheduled by City Joplin,

F. Attendance is mandatory by the representative, owner.

G. Winning bidder will meet with City of Joplin personnel, to review sludge operations at both plants.

H. Winning bidder will review methods and procedures related to land application of sludge, including city's written instructions and SOP's.

I. All vehicles must have safety equipment and be able to negotiate wet fields.

J. All employees employed on project must have OSHA 10-hour certification class as per State Law House Bill 1549.

K. The contractor will forfeit a penalty to the contracting public body of $2500 plus $100 for each employee employed by the contractor or subcontractor for each calendar day, or portion thereof such employee is employed without the required training. (See section 292.675, RSMO, enclosed in the laws section.)

L. E - Verify: Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the participation in a federal work authorization program, such as E-Verify, and that the bidder will not employ illegal workers for the project. A contractor is only required to provide this affidavit to the City annually.

1.3 PERFORMANCE REQUIREMENTS

A. General: Provide liquid sludge hauling services that meet all regulations and ensure customer satisfaction within a reasonable time period.

B. Contractor shall meet performance requirements as required in Section 3.1 General Conditions for liquid sludge hauling.

1.4 QUALITY ASSURANCE FOR CITY OF JOPLIN

A. The Pretreatment Inspector or his designee will supervise the operation of the sludge hauling and application for this Project.

B. The winning bidder shall have a minimum of five years' experience in sludge hauling and provide a list of municipalities previously or currently hauled for.

1.5 PROJECT CONDITIONS

A. Weather Limitations: Proceed with hauling only when existing and forecasted weather conditions permit the land application without run-off.

B. Daily Protection: All drivers should receive a safety and mission brief each day that the sludge hauling operations occur.

C. Vehicles to be inspected before runs**:**

1. Walk around vehicle to ensure all hoses are tied on.
2. Ensure valves are turned off to prevent sludge from leaking from tanker.
3. Ensure plugs from drains are in place before driving the vehicle.
4. Perform other safety procedures as per the company's SOP.

Part 2 CONTRACTOR REQUIREMENTS

2.1 GENERAL REQUIREMENTS

A. Each employee will use personal protection equipment (PPE) when needed.

B. Ensure adequate temperatures and conditions before land applications.

C. Vehicles must have adequate ventilation.

D. Do not apply materials when raining or snowing.

E. Prevent materials from penetrating tanks and hoses.

F. A thorough inspection of the vehicle must be conducted by the contractor's representative.

H. Coverage rates in fields must be checked to ensure proper application of sludge.

I. City staff will take a sample of sludge prior to land applications to ensure quality of sludge.

PART 3 EXECUTION

3.1 GENERAL CONDITIONS

By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

The Contractor shall be responsible for any permits and licenses necessary for the execution of the work.

The Contactor shall at all times enforce proper conduct among their employees and shall not employ on the project any unfit person or any person not skilled in the task assigned to them.

The Contractor shall agree to diligently perform in a professional and workmanlike manner the hauling and application of liquid sludge from the City's wastewater treatment facilities within forty-eight (48) to seventy-two hours of City's request for the same. In the event of inclement weather or any other unforeseen circumstances, extensions shall be granted; otherwise, a one hundred (100) dollars per day penalty is deducted from the contract amount if the contract is not completed within the specified time.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment, and surplus materials.

The contractor shall be responsible for any damages to landowner property on which land application of liquid sludge occurs and shall repair such damages, if any, to the satisfaction of the landowner and the City of Joplin at the contractor's expense.

Any details or practices not covered by the specifications or other contract documents shall be in full compliance with the current EPA and Missouri Department of Natural Resources Rules and Regulations for land application of liquid sludge or bio-solids.

City of Joplin

Bid Form

Description: On-Call Sludge Hauling Services 2025

BASE BID PRICE per gallon $_____

COMPANY_____

ADDRESS_____

_____

SIGNATURE_____

TELEPHONE_____

MARK BID ENVELOPES" BID #2025-5 ON-CALL SLUDGE HAULING SERVICES"

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 202__ ("the Effective Date"), by and between the City of Joplin, Missouri ("City"), and _____ _____ ("Contractor"), and with City and Contractor being referred to collectively as "the Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing on-call sludge hauling and disposal services; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing on-call sludge hauling and disposal services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Term. The term of this Agreement is from the Effective Date through _____, 2026, unless terminated as provided herein. Thereafter, this Agreement shall automatically renew, on the same terms and conditions, for up to two (2) additional terms of one (1) year each, for a total of three (3) years.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following scope of services: on-call hauling and disposal of sludge from City's Wastewater Treatment Facilities. Contractor shall provide said services within forty-eight (48) hours of City's request for the same.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing Scope of Services as follows: Contractor will be paid according to the following rate: $_____ per gallon of sludge. Within thirty (30) days of City's receipt and approval of an invoice, City will make payment to Contractor. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

14. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

15. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Contractor

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

16. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

17. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

18. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted

services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF JOPLIN, MISSOURI	CONTRACTOR
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk