



# TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

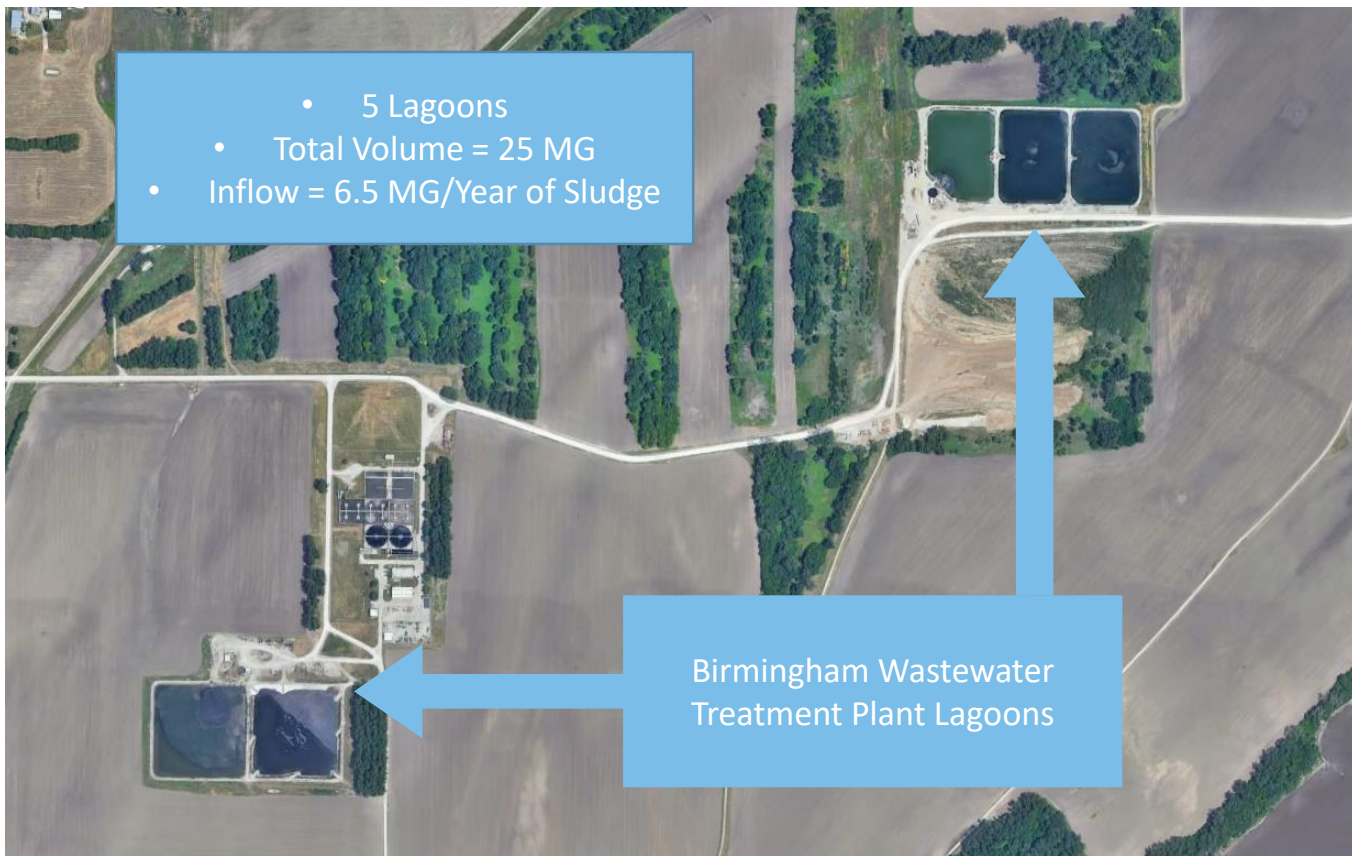
NOVEMBER 2, 2022



# ORDINANCE NO. 220926 (Held in Committee)

## *Birmingham Wastewater Treatment Plant Biosolids Land Application Procurement*

Authorizing a \$2,400,000.00 Other Goods and Services Contract with Ace Pipe Cleaning, Inc., for the Birmingham Wastewater Treatment Plant Biosolids Land Application Procurement; and authorizing one successive two-year renewal option for a maximum expenditure of \$4,800,000.00 with further City Council approval.



# Bid Responsiveness Review

- Elements to non-responsiveness considered on this bid
  - Did the contractor comply with CREO requirements by submitting CUP within 48 hours?
  - Did the contractor submit an erroneous bid?
  - Was the error a clerical error or an error of judgement?
  - Did the erroneous bid cause the bid to be non-response?

# CREO Contractor Utilization Plan Submittal

**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

Project Number 60810108/1661

Project Title Birmingham WWTP Biosolids Land Application Procurement

Birmingham WWTP Biosolids Land Application Procurement Water Services  
(Department Project) Department

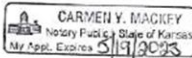
Hodges Farms & Dredging LLC  
(Bidder/Proposer)

Bidder/Proposer primary contact: Jeff Hodges  
Address: 501 N. West St.  
Lebo, KS 66685  
Phone Number: (620) 373-0513 cell (620) 256-0224 office  
Facsimile number: \_\_\_\_\_  
E-mail Address: jeff@hodgesfd.com

By: Jeff Hodges  
Title: Owner  
Date: 8-17-22  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 16th day of Aug, 2022

My Commission Expires: 5/19/2023 Carmen Mackey  
Notary Public



90450 HND 02 Utilization Plan & Req. for Waiver (5/8/13) 4 of 4 Printed Contract

# CREO Letter Of Intent to Subcontract Submittal

**K** LETTER OF INTENT TO SUBCONTRACT

Check one:  
Original LOI: ☐  
Updated LOI: ☐

Project Name/Title Birmingham WWP Biosolids Land Application Procurement

Project Location/Number 60810108/16601

**PART I** Prime Contractor Hodges Farms & Dredging LLC agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor GG LLC who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided, Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Leber

MWDBE SUBCONTRACTOR BUSINESS NAME: GG LLC

Signature of Prime Contractor: Jeff Hodges Print Name: Jeff Hodges

Title: Owner Date: 8-17-22

State of: KS

County of: CF

I, Carmen Y. Mackey, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 17th day of Aug, 2022.

My Commission Expires: 5/19/2023

Notary Public: Carmen Y. Mackey

STAMP:

**CARMEN Y. MACKAY**  
Notary Public, State of Kansas  
My Appt. Expires 5/19/2023

00450.01 HRD Letter of Intent to Subcontract 06/16/2020

Page 2 of 2

# Bid Form

Original



## CONTRACT BID FORM

Project/Contract No. 60810108/1661

Contract Title Birmingham WWTP Biosolids Land Application Procurement

Bidder Hodges Farms Dredging LLC

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The maximum obligation of the CITY for the Work is \$2,400,000.00, includes Unit Prices. The sum of the extensions of the Unit Prices form is \$ 1,720,000.00, and shall be considered in determining the lowest and best bid. The actual number of units worked and paid for under this Contract may be more or less than the estimated quantity given or may be none.

3. The Bidder agrees to enter into One (1) successive renewals to this Contract if so requested by the CITY. The determination to renew the Contract will be at the sole discretion of the CITY where such renewal would be in the best interest of the CITY and subject to the availability and appropriation of funds. An increase in a unit price, if any, will be determined solely by the CITY, and if needed, will not exceed the change in the Consumer Price Index for the period since the Contract was signed.

4. This Bid Form incorporates **00412 Unit Prices** which must be completed and returned with this Bid Form.

5. Form 00420 - Alternates contains work and prices which modify the Base Bid, if selected, and is incorporated into this Bid. This form must be completed and returned with this Bid.

6. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

7. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

8. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

# Bid Form



## CONTRACT BID FORM

Project/Contract No. 60810108/1661

2. The maximum obligation of the CITY for the Work is \$2,400,000.00, includes Unit Prices. The sum of the extensions of the Unit Prices form is \$ 1,720,000.00, and shall be considered in determining the lowest and best bid. The actual number of units worked and paid for under this Contract may be more or less than the estimated quantity given or may be none.

4. This Bid Form incorporates **00412 Unit Prices** which must be completed and returned with this Bid Form.

5. Form 00420 - Alternates contains work and prices which modify the Base Bid, if selected, and is incorporated into this Bid. This form must be completed and returned with this Bid.

7. The undersigned Bidder agrees that this Bid shall remain subject to selection by City and may not be

8. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

# Bid Form

Addendum No. Dated Addendum No. Dated Addendum No. Dated

( ) ( ) ( ) ( ) ( ) ( )  
( ) ( ) ( ) ( ) ( ) ( )  
( ) ( ) ( ) ( ) ( ) ( )

10. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City.

11. The following Sections constitute the Affidavit of Intended Utilization, required to be submitted by Bidders. The City's HRD Forms and Instructions are incorporated hereto and made part of this Bid Form.

12. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_  
c. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_  
(List additional MBE/WBEs, if any, on additional page and attach to this form)

# Bid Form

14. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the 00450 HRD 08 Contractor Utilization Plan/Request for Waiver.

15. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions and the City's MBE/WBE Ordinance.

**14. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the 00450 HRD 08 Contractor Utilization Plan/Request for Waiver.**

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

Bids: Hodges Farms & Dredging LLC

## UNIT PRICES

Project Number 608010108/1661

Project Title Birmingham WWTP Biosolids Land Application Procurement

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN

| Item No. | Unit     | Quantity   | Item Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Extension |
|----------|----------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1        | Lump Sum | 1          | PRICING TO CONSTRUCT & MAINTAIN TEMPORARY DEWATERING AND STABILIZATION (IF NEEDED) OPERATIONS ON CITY PROPERTY - ANNUAL PRICE                                                                                                                                                                                                                                                                                                                                      | N/A       |
| 2        | Gal      | 5,000,000  | PRICING TO DEWATER AND STABILIZE 5,000,000 GALLONS OF BIOSOLIDS ON CITY PROPERTY - PRICE PER GALLON TO DEWATER AND STABILIZE 1 TO 5,000,000 GALLONS OF BIOSOLIDS                                                                                                                                                                                                                                                                                                   | N/A       |
| 3        | Gal      | 20,000,000 | PRICING TO DEWATER AND STABILIZE 20,000,000 GALLONS OF BIOSOLIDS ON CITY PROPERTY - PRICE PER GALLON TO DEWATER AND STABILIZE 5,000,001 TO 25,000,000 GALLONS OF BIOSOLIDS                                                                                                                                                                                                                                                                                         | N/A       |
| 4        | Gal      | 5,000,000  | PRICING TO TRANSPORT AND LAND APPLY BIOSOLIDS CAKE QEEZ CITY PROPERTY - PRICE PER GALLON TO TRANSPORT AND LAND APPLY 1 TO 5,000,000 GALLONS OF BIOSOLIDS                                                                                                                                                                                                                                                                                                           | N/A       |
| 5        | Gal      | 20,000,000 | PRICING TO TRANSPORT AND LAND APPLY BIOSOLIDS CAKE QEEZ CITY PROPERTY - PRICE PER GALLON TO TRANSPORT AND LAND APPLY 5,000,001 TO 25,000,000 GALLONS OF BIOSOLIDS                                                                                                                                                                                                                                                                                                  | N/A       |
|          |          |            | *N/A - Per our operational plan presented in section 3 (Evidence of Competency to Perform) our plan includes 60-70 Site days to complete the work. Our proposed operational plan also includes direct land application of liquid biosolids from the KCMO storage lagoons off site with no dewatering/dense processing or cake disposal. Disposal including dewatering, processing, cake disposal (a much more expensive option) is NOT part of our presented plan. |           |
|          |          |            | Total Unit Prices: (LAST PAGE ONLY)                                                                                                                                                                                                                                                                                                                                                                                                                                | TOTAL \$  |

Note: May be printed for manual filing, or filed in an electronic case management system.

# Unit Prices

Bidder: *Hedges Farms & Dredging LLC*



UNIT PRICES

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

| Item No. | Unit     | Quantity   | Item Description:                                                                                                                                                                 | Unit | Extension |
|----------|----------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|
| 1        | Lump Sum | 1          | PRICING TO CONSTRUCT & MAINTAIN TEMPORARY DEWATERING AND STABILIZATION (IF NEEDED) OPERATIONS <u>ON</u> CITY PROPERTY - ANNUAL PRICE                                              |      | N/A       |
| 2        | Gal      | 5,000,000  | PRICING TO DEWATER AND STABILIZE 5,000,000 GALLONS OF BIOSOLIDS <u>ON</u> CITY PROPERTY - PRICE PER GALLON TO DEWATER AND STABILIZE 1 TO 5,000,000 GALLONS OF BIOSOLIDS           |      | N/A       |
| 3        | Gal      | 20,000,000 | PRICING TO DEWATER AND STABILIZE 20,000,000 GALLONS OF BIOSOLIDS <u>ON</u> CITY PROPERTY - PRICE PER GALLON TO DEWATER AND STABILIZE 5,000,001 TO 25,000,000 GALLONS OF BIOSOLIDS |      | N/A       |
| 4        | Gal      | 5,000,000  | PRICING TO TRANSPORT AND LAND APPLY BIOSOLIDS CAKE <u>OFF</u> CITY PROPERTY - PRICE PER GALLON TO TRANSPORT AND LAND APPLY 1 TO 5,000,00 GALLONS OF BIOSOLIDS                     |      | N/A       |
| 5        | Gal      | 20,000,000 | PRICING TO TRANSPORT AND LAND APPLY BIOSOLIDS CAKE <u>OFF</u> CITY PROPERTY - PRICE PER GALLON TO TRANSPORT AND LAND APPLY 5,000,001 TO 25,000,000 GALLONS OF BIOSOLIDS           |      | N/A       |
|          |          |            |                                                                                                                                                                                   |      |           |

Biller: Hodges Farms & Dredging LLC

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version

#N/A - Per our operational plan presented in section 3 (Evidence of Competency to Perform) our plan includes 60-70 Site days to complete the work. Our proposed operational plan also includes direct land application of liquid biosolids from the KCMO storage lagoons off site with no dewatering/onsite processing or cake

|  |  |  |                                     |  |          |
|--|--|--|-------------------------------------|--|----------|
|  |  |  |                                     |  |          |
|  |  |  |                                     |  |          |
|  |  |  |                                     |  |          |
|  |  |  |                                     |  |          |
|  |  |  | Total Unit Prices: (LAST PAGE ONLY) |  | TOTAL \$ |

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# Alternates Form

Hodges Farms & Dredging LLC



## ALTERNATES

Project Number 1661/60810108

Project Title Birmingham WWTP Biosolids Land Application  
Procurement

Page 1 of 1

|          |                                                                                                                                                                                                                |                                                                                    |                                                                                 |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| No:<br>1 | Description:<br>PRICING TO REMOVE, TRANSPORT AND LAND APPLY<br>SCREENED LIQUID BIOSOLIDS OFF CITY PROPERTY -<br>PRICE PER GALLON TO REMOVE, TRANSPORT AND<br>LAND APPLY 5,000,000 GALLONS OF LIQUID BIOSOLIDS  | <input checked="" type="checkbox"/> Add [+]<br><input type="checkbox"/> Deduct [-] | Unit Price in Figures:<br>Price per Gallon<br>\$ 0.076<br>Total: \$380,000.00   |
| No:<br>2 | Description:<br>PRICING TO REMOVE, TRANSPORT AND LAND APPLY<br>SCREENED LIQUID BIOSOLIDS OFF CITY PROPERTY -<br>PRICE PER GALLON TO REMOVE, TRANSPORT AND<br>LAND APPLY 20,000,000 GALLONS OF LIQUID BIOSOLIDS | <input checked="" type="checkbox"/> Add [+]<br><input type="checkbox"/> Deduct [-] | Unit Price in Figures:<br>Price per Gallon<br>\$ 0.067<br>Total: \$1,340,000.00 |

Total Average price per Gallon: \$0.0688 (Based on 25,000,000 gallon)  
Total Price: \$1,720,000.00

# Alternates Form

Hodges Farms & Dredging LLC

CITY OF INDIANAPOLIS

Page 1 of 1

|          |                                                                                                                                                                                                                       |                                                                                    |                                                                                 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| No:<br>1 | Description:<br>PRICING TO REMOVE, TRANSPORT AND LAND APPLY<br>SCREENED LIQUID BIOSOLIDS <u>OFF</u> CITY PROPERTY –<br>PRICE PER GALLON TO REMOVE, TRANSPORT AND<br>LAND APPLY 5,000,000 GALLONS OF LIQUID BIOSOLIDS  | <input checked="" type="checkbox"/> Add [+]<br><input type="checkbox"/> Deduct [-] | Unit Price in Figures:<br>Price per Gallon<br>\$ 0.076<br>Total: \$380,000.00   |
| No:<br>2 | Description:<br>PRICING TO REMOVE, TRANSPORT AND LAND APPLY<br>SCREENED LIQUID BIOSOLIDS <u>OFF</u> CITY PROPERTY –<br>PRICE PER GALLON TO REMOVE, TRANSPORT AND<br>LAND APPLY 20,000,000 GALLONS OF LIQUID BIOSOLIDS | <input checked="" type="checkbox"/> Add [+]<br><input type="checkbox"/> Deduct [-] | Unit Price in Figures:<br>Price per Gallon<br>\$ 0.067<br>Total: \$1,340,000.00 |

Total Average Price per Gallon : \$ 0.0688 (Based on 25,000,000 gallon)  
Total Price : \$1,720,000.00



THANK YOU

