



Board of Aldermen Request for Action

MEETING DATE: 10/4/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1122– Acknowledgement of an Emergency Purchase with Clean Harbors Environmental Services

REQUESTED BOARD ACTION:

A motion to approve Resolution 1122, for basin cleaning at the wastewater treatment plant in the amount of \$28,694.40 with Clean Harbors Environmental Services.

SUMMARY:

The Purchasing Policy outlines the spending authority of the City Administrator at \$7,500. From time to time, it is necessary for the administrator to authorize purchases exceeding that authority in order to address an immediate need. When this occurs, the Board is notified of the emergency need and that the administrator has authorized the necessary purchase.

To that end, authorization of an emergency purchase in the amount of \$28,694.40 is included in the attached Resolution.

At the Board meeting on September 6, staff reported that we were having issues with a valve at the Wastewater Treatment Plant that regulates the flow into the SBR basin 3. In order to remove the valve the basin was drained. Upon draining the basin the decanter was found at the bottom of the basin. The decanter is supposed to float in the basin above the solids and allows the solids to settle and the clarified water is then removed. The basin has approximately three feet of solids at the bottom of the basin and a huge accumulation of rags. Staff believes that the weight of these items that adhered to the decanter caused the mounts/ supports to break and caused the failure.

Mid America Pump and staff have made repairs to the valve but we needed to “borrow” a circuit board from another valve. Mid America is making repairs to the decanter. The Basin needs to be cleaned out to replace the decanter and repair the supports. We received two quotes for cleaning the basin:

Ace Pipe Cleaning	\$27,168.00
Clean Harbors	\$28,694.40

At the Board meeting staff reported that we were going have Ace clean the basin however their schedule was two and a half weeks out and Clean Harbors was able to begin immediately. Staff has contracted with Clean Harbors.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Plant Maintenance

FINANCIAL CONSIDERATIONS:

Funds for repairs and maintenance at the Wastewater Plant are available in the Utilities operational budget.

ATTACHMENTS:

- ☐ Ordinance
- ☒ Resolution
- ☐ Staff Report
- ☒ Other: Quote

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1122

A RESOLUTION ACKNOWLEDGING AN EMERGENCY PURCHASE WITH CLEAN HARBORS ENVIRONMENTAL SERVICES CLEANING IN THE AMOUNT OF \$28,694.40

WHEREAS, the City Administrator's purchasing authority is \$7,500, however in emergency situations, the City Administrator is authorized to make purchases that exceed that amount in order to expedite repairs or purchases for city needs; and,

WHEREAS, the Sequencing Batch Reactor Basin #3 at the Wastewater Treatment Plant was emptied for maintenance; and

WHEREAS, significant solids and rags were found deposited in the bottom of the basin, this material needs to be removed; and

WHEREAS, Clean Harbors Environmental Services has provided a bid to clean the debris out of the basin in an amount of \$28,694.40.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT the Board acknowledges the emergency purchase with Clean Harbors Environmental Services in the amount of \$28,694.40 for cleaning of Basin #3 at the Wastewater Treatment Plant.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 4th day of October, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Clean Harbors Environmental Services, Inc.
2250 N Church Rd
Liberty, MO 64068
www.cleanharbors.com

September 16, 2022

Attn: Bob Lemley
City Of Smithville Waste Water Treatment Plant
107 W Main Street
Smithville, MO 64089

Quote #4125875

16401 Lowman Rd
Smithville, MO 64089

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Scott E Carroll
Field Service Specialist
Phone: 816.781.3000
Carroll.Scott@cleanharbors.com



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Clean Harbors Quote #4125875

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QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

-This is a time and material estimate quote for the removal of waste and "hair" from inside #3 Basin with disposal onsite.

-Water/Hydrant access by the city.

-No pressure washing required on walls or floor. Traces of trash/grit may visible after cleaning process. Traces of "hair" may visible after removal process.

-Truck washout onsite.

-Weather delays no fault of CHES.



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#3 WASTE WATER BASIN CLEANOUT

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	8 hour	3	\$70.00	\$1,680.00
1	Equipment Operator, Overtime	4 hour	3	\$104.00	\$1,248.00
4	Field Technician	8 hour	3	\$55.00	\$5,280.00
4	Field Technician Overtime	4 hour	3	\$82.00	\$3,936.00
1	Supervisor	8 hour	3	\$80.00	\$1,920.00
1	Supervisor, Overtime	4 hour	3	\$120.00	\$1,440.00
1	4 Gas/5 Gas Meter	3 day	n/a	\$135.00	\$405.00
2	6" Vacuum Pipe (20' Section)	3 day	n/a	\$10.50	\$63.00
2	Level C w/CPF1,2 or Polytyvec/Day	3 day	n/a	\$66.00	\$396.00
12	Modified Level D (Tyvek, Gloves and Boots)	1 each	n/a	\$33.00	\$396.00
1	Nozzle fire hose	3 day	n/a	\$20.00	\$60.00
2	Pickup/Van/Car/Crew Cab	3 day	n/a	\$250.00	\$1,500.00
1	Wet/Dry High Powered Vacuum Truck/Guzzler	3 day	n/a	\$1,250.00	\$3,750.00
300	HOSE, FLEX, 6 INCH, NON PERFOR	1 feet	n/a	\$3.50	\$1,050.00
1	Misc. Handtools	3 day	n/a	\$100.00	\$300.00
				Total	\$23,424.00

TOTAL ESTIMATE

\$23,424.00

Estimated Recovery Fee

\$5,270.40

Estimated total, including Fees

\$28,694.40

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days



GENERAL CONDITIONS

- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 22.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



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GENERAL CONDITIONS

- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4125875



ACE PIPE CLEANING
A Carylton Company

6601 Universal Avenue
Kansas City, MO 64120
p: (816) 241-2891
f: (816) 241-5054
office@acepipe.com

CONTRACT PROPOSAL

Date: 9/12/22

Customer: CITY OF SMITHVILLE
Attn: BOB LEMLEY
Address: 1 HELVEY PARK DR
SMITHVILLE MO 64089
Email: utilities@smithvillemo.org
Phone: 816-532-0577

Proposal #: 22-911

1. PROJECT DESCRIPTION:

Smithville, MO – Basin Cleaning

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

Operators, Dry Vacuum Truck, Jetter Truck, Support Truck and Laborer to Perform Catch Basin Cleaning as directed by Customer located at 16401 Lowman Road.

3. PRICING AND PAYMENT:

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
OPERATOR & DRY VACUUM TRUCK	40	HRS	\$ 210.00	\$ 8,400.00
OPERATOR & DRY VACUUM (OT)	TBD	HRS	\$ 225.00	TBD
OPERATOR & JETTER TRUCK	40	HRS	\$ 200.00	\$ 8,000.00
OPERATOR & JETTER TRUCK (OT)	TBD	HRS	\$ 215.00	TBD
ADDITIONAL LABOR	40	HRS	\$ 110.00	\$ 4,400.00
ADDITIONAL LABOR (OT)	TBD	HRS	\$ 130.00	TBD
SUPPORT TRUCK	40	HRS	\$ 110.00	\$ 4,400.00
FUEL	40	HRS	\$ 49.20	\$ 1,968.00
TOTAL ESTIMATED PRICE				\$ 27,168.00

Payment shall be due Net 30 days from APC's invoice date. Billing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES NO x

If yes, please provide Wage Determination.

TAX EXEMPT? YES NO x

If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.

ACCEPTED by CUSTOMER:

Signed: <u>Jeremy Cheek</u> Date <u>9/12/22</u>	Signed: _____ Date _____
Title: <u>Superintendent</u>	Title: _____

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- e. Customer will obtain all necessary permits
- f. APC will provide traffic control (cones) if necessary.
- g. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).**
- h. Price quoted is portal to portal from our location 6601 Universal Ave., Kansas City, MO and is a four-hour minimum charge (applicable to hourly rate quoted).**
- i. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered cleaning requiring three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm at 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be within 150 feet from the access point. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 90 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.