

TERMS AND CONDITIONS
LM #06-23
SLUDGE MANAGEMENT

1. Specifications and bidding documents may be secured from the the City of la Marque website at: www.bids.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. It is received after the advertised closing date and time for receipt of bids.

B. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.

- 8. PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**; it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
- 14. CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2022**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Either party may terminate agreement within 30 days' notice in writing to the other party.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, ET. Seq. (1973).

16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.

17. Bids received after the closing time will be returned unopened.

18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or another designated site.

19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.

20. The responder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept price increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

**SPECIFICATIONS
LM #06-23
SLUDGE MANAGEMENT**

Item No. 1 - General:

The City of La Marque is requesting proposals for a Sludge Management Contract to remove sewage sludge (bio solids) from the City's domestic wastewater treatment plants and for transporting, treating, and disposing of the sewage sludge (bio solids) for beneficial reuse. The City of La Marque operates and owns 3.0 million gallons per day (MGD) wastewater treatment plant for the treatment of domestic sewage which produces solids, which must be disposed of from time to time. The West Plant is located at 2701-B Woodland approximately $\frac{3}{4}$ mile south of IH-45 and FM 519.

It is the intent of the City to enter into a formal bio solids management and disposal agreement with a successful bidder to remove and dispose of sewage bio solids from its aerobic digesters on a recurring basis approximately every four to six weeks for a 12-month period. After the initial 12-month term, the agreement may be renewed on a monthly basis and may be negotiated for an additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement. The Contractor must supply the City with all dates and information supporting all price changes to the City Council for approval. Failure of the City and the successful bio solids management company on negotiated prices will require that the City put the contract out for bid. Either party may terminate agreement within 30 days' notice in writing to the other party.

Item No. 2 - Terms/Definitions:

The terms and definitions in this agreement shall have the meaning ascribed thereto in the preamble of this agreement, or as follows:

1. Applicable Regulations:
Means all federal, state and municipal regulations regulating the transportation, treatment and reuse and disposal of Sludge including, but not limited to, 40 CFR Part 503, Standards for the Use or Disposal of Sewage Sludge, 40 CFR Part 258, Municipal Solid Waste Landfill Regulations and 325TAC 461, et seq., Texas Department of Health, Municipal Solid Waste Management Regulations, each as they may be supplemented or amended from time to time.
2. Bio solids
Refers to sewage sludge, which is stabilized and meets parameters set by the Environmental Protection Agency (EPA) for beneficial use.
3. BLF Analysis
The test outlined in EPA regulations to determine the quantities of various constituents in the sludge, including but not limited to Cadmium, Zinc, Copper,

Nickel, Lead, Arsenic, Chromium, Mercury, Selenium, Molybdenum, Nitrogen (Ammonia and TKN), Phosphorus and Potassium.

4. TCEQ
Texas Commission on Environmental Quality
5. EPA
United States Environmental Protection Agency
6. Operator
The generations' operator of the Plant
7. Permit
The TCEQ Permit to Dispose of Waste issued with respect to the Plant and the correspondence NPDES Permit.
8. Plant
The Generators Wastewater Treatment Plant (WWTP)
9. Class B
Means sludge meeting Class B pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart, and Standards for disposal of Sewage Sludge.
10. Class A
Means sludge meeting Class A pathogen reduction and related vector control limitations as set forth in 40 CFR Part 503, Subpart F, Standards for Disposal of Sewage Sludge.
11. Regulatory Agencies
The EPA, TCEQ and any other governmental agency with jurisdiction over the transportation, treatment, and disposal or beneficial use of domestic sewage sludge.
12. Records
All records maintained with respect to the transportation, treatment and final disposition of Sludge are required to be created and maintained by the Application Regulations and Permit.
13. Sewage Sludge or Sludge
Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge

in a sewage sludge incinerator or grit and screenings generator during preliminary treatment of domestic sewage in a treatment works.

14. TCLP
The EPA Toxicity Characteristic Leaching Procedure Test
15. BLF
Beneficial Land Farm

Item No. 3 - Obligations of the City:

1. Immediately notify Bio Solids Manager of any changes in waste to the Plant or operating of the Plant which may render the sludge inappropriate for beneficial use.
2. Provide the results of pH measurement of the sludge in the digester, twice per month.
3. 440-volt, 3-phase electrical service with a 100 amp disconnect located within 200' of the digester. 110-volt is also available.
4. A ¾ to 2" potable water connection located within 100' of the digester.
5. A sanitary sewer manhole within 100' of the digester in which the contractor may discharge liquid wastes back to the entrance works of the treatment plant.
6. Sufficient area to set up dewatering equipment, haul boxes and/or trucks.
7. Provide 24 hour, 7 days per week access to the treatment plant.
8. Provide access for the Bio Solids Manager to facilities and seven-day notification for service.

ITEM NO. 4 - Obligations of the Bio Solids Manager:

1. Provide a BLF Analysis of a representative sample of the sludge on a quarterly basis.
2. Provide independent laboratory analysis of bio solids to determine percent solids. If dewatering is used, analysis will be performed on each truckload. This percent solids analysis will be the basis for determining the dry tons for price calculations. The costs of this analysis is included in the base price for sludge removal.

3. Provide testing to verify that sludge meets Class B EPA, CFR 503 Regulations requirements.
4. Transport, treat and dispose of, or beneficially use, bio solids as required for compliant and cost-effective operation of the WWTP. Bio solids Manager shall not be required to transport, treat, or dispose of sludge at any time or under any conditions which would cause a violation of the Permit or Applicable Regulations.
5. Create and maintain all Records and Reports required by the Permit and the Applicable Regulations or as requested by the Generator.
6. Perform any calculations and cause to run any test or analysis on Sludge, as requested by the Generator.
7. Provide a pH measurement of the soil for each application of bio solids. Provide Cation Exchange Capacity, Cadmium and PCB's of soil for the application area at the site, every six-(6) months, until such time that a change in the Discharger permit does not require such testing.
8. Keep work site clean during operations and upon completion remove trash, equipment, waste, debris, and spilled bio solids from the work area.
9. Provide all manpower, supervision, equipment, independent lab analysis, materials, trucks, trailers, truck weighing and anything else necessary for the successful disposal of the bio solids at no additional charge to the city.
10. All vehicles and/or commercial vehicles, such as truck, tractor, trailer or semi-trailer, or combination of such vehicles used in the transportation of the sludge shall not exceed 20,000 pounds carried on anyone-(1) axle or with a tandem axle weight excess of 34,000 pounds.
11. The Bio Solids Manager will be required to transport and store bio solids for beneficial reuse when the beneficial site is frozen or covered with ice, or during rain or when precipitation is imminent. The bio solids storage site will meet all federal, state and municipal regulations, which regulate sludge

**PROPOSAL
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Quantity: The quantity of bio solids hauled shall be measured by truck volumes. Every load of thickened bio solids will be tested for percent solids. Dry weight of bio solids will be determined from this data.

Price: All services shall be charged in accordance with the following fee schedule:

SLUDGE MANAGEMENT CONTRACTOR FEES

<u>Description</u>	<u>Price</u>
*Bio solids Removal.....	\$ _____
Annual Reports TNRCC.....	\$ _____
Metals and Nutrient Test (BLF Analysis).....	\$ _____
Toxicity Characteristic Leaching Procedure Test.....	\$ _____
PCB Test (On Sludge).....	\$ _____
EPA Discharge Monitory Reports for Bio solids.....	\$ _____
Land Practice.....	\$ _____

*Bio solids removal fee will include transportation to and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons removed.

ESTIMATED AMOUNTS	DESCRIPTION	UNIT PRICE PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
250 Dry Tons	Aerobic non-hazardous municipal sludge (removal and disposal) as per specifications	\$	\$

Methodology for Bio Solids Removal: _____

Registered Site No.: _____

Beneficial Reuse Site: _____

OTHER SERVICES REQUESTED
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<u>Description</u>	<u>Price</u>
TCEQ Monthly Report (2 copies provided).....	\$ _____
Lime Stabilization Processing to Meeting Class.....	\$ _____
B Requirements/per gallon.....	\$ _____
Rented Equipment.....	\$ _____
Percent (%) Solids Test.....	\$ _____
Environmental Consultant.....	\$ _____
Project Manager.....	\$ _____
Vacuum Truck & Driver.....	\$ _____
Project Superintendent.....	\$ _____
Skilled Laborers.....	\$ _____
Laborers.....	\$ _____
Secretarial/Computer Services.....	\$ _____
Expenses:	
Copies.....	\$ _____
Printing, Film work, etc.....	\$ _____
Automobile Travel.....	\$ _____
Class B Pathogen Reduction Test.....	\$ _____
Camel Vacuum Truck.....	\$ _____

**SIGNATURE PAGE
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BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder or anyone acting for such firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total Amount of Bid: \$ _____

Company Name

Signature

Printed Name & Title

Address

City, State and Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1 _____

Addendum #2 _____