

TERMS AND CONDITIONS
LM #07-23
WATER AND SEWER SUPPLIES

1. Specifications and bidding documents may be secured from 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.

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SPECIFICATIONS
LM #07-23
WATER AND SEWER SUPPLIES

A. Brass Fittings

1. General Conditions

- A. This lot of brass fittings will be used on underground installations of service lines and small mains in the water distributions system.
- B. Fittings are to be of compression type.
- C. They will be used with Type “K” soft annealed copper, polyethylene, or polybutylene tubing.

2. Design

- A. The general patent for each fitting shall conform to that of standard brass fittings as made by Mueller Company or an approved equal.
- B. Stops shall be furnished with locking wings and without check for waste. Waterways shall not be smaller in diameter than the normal size of the stop and shall be accurately finished to a watertight joint. All nuts and washers shall be faced to a true fit and the design shall be such that the joint will remain watertight and reasonably easy to operate after repeated use over a number of years.
- C. All external threads shall conform to AWWA Standard Specification C-800-55.
- D. Corporation stop threads shall be protected in shipment by plastic coatings or an alternate approved method.

3. Materials

- A. All brass fittings will meet the new State & Federal Guidelines for low Lead Concentrations
- B. All bidders will be required to submit a certification letter with their bid on the percentage levels of metals with the chemical characteristics making up the Brass Materials
- C. Marking: Each fitting shall have the manufacturer’s name or trademark plainly stamped into or cast on the body.
- D. Each stop shall be tested submerged in water for ten (10) seconds at not less than 85 PSI with the stop in both the closed and open positions and each fitting that shows any air leakage shall be rejected. The city will consider such confirming laboratory tests locally as they consider them

to be necessary and appropriate and such test will be the ultimate basis for any rejections. Should random sampling disclose any unsatisfactory fittings, then the entire lot will be rejected. All rejected material will be handled at the Contractor's costs.

B. Polyethylene Pressure Pipe (PE)

1. Polyethylene pipe and tubing, hereafter called "PE Pipe" or tubing, furnished under these specifications shall conform to all applicable requirements in the latest revision of the following standards: ANSI/AWWA C 902-78. More specifically, PE furnished shall be classified as PE ASTM 02737, class 160. Pipe shall have appropriate marking as required by C 902-78.
 - A. Be of virgin quality approved for potable service by the National Sanitation Foundation
 - B. Finished product shall satisfactorily meet to standard brass water works compression fittings.
2. Marking on the tubing shall include the following at intervals of not more than seven feet (7').
 - A. Nominal tubing size.
 - B. The type of plastic material
 - C. The standard thermoplastic pipe dimension ratio or the pressure rating **in PSI for water at 73.4°F (160 PSI).**
 - D. Manufacturer's name or trademark and code.

C. Polyvinyl Chloride Pipe & Fittings

1. Water: Shall conform to the latest revision of ASTM D-1784, having a cell classification 12454 B, Class 200. All pipe and fittings shall be approved by the National Sanitation Foundation for carrying potable water.
2. Sewer: Shall conform to the latest revision of ASTM D-3034 and ASTM D-1784, having a cell classification of 12454-B and SDR-35 pipe dimensions. Shall also have a flexible elastomeric gasket joint.

D. Manhole Rings & Covers

1. Type 1 manhole ring and cover - Heavy Weight, 23 ½" casting - VM-18 or approved equal.
2. Type 2 manhole ring and cover
 - A. Rexus or similar approved cover and frame

- B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 80,000 lbs.
 - E. Cover shall incorporate a spring bar locking system, which will automatically activate when the cover is closed.
 - F. Additional security features to include a device to prevent the cover being completely removed from the frame. This device shall be capable of being deactivated if required.
 - G. Frames shall be circular and shall incorporate a seating ring, have a 24" clear opening, frame depth shall not exceed 4", and frame flanges shall incorporate bedding slots and bolt holes.
 - H. All components shall be black coated.
3. Type 3 manhole ring and cover
- A. EJ, Pamrex or similar approved manhole cover and frame
 - B. Covers and frames shall be manufactured from Ductile Iron in accordance with ISO 1083.
 - C. Covers to be hinged and incorporate a 90-degree blocking system to prevent accidental closure.
 - D. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 120,000 lbs.
 - E. Frames shall be circular and shall incorporate a seating gasket; frame depth shall not exceed 4" for 24" opening or 5" for 32" opening.
 - F. The flange shall incorporate bedding slots and bolt holes.
 - G. All components shall be black coated.

**PROPOSAL
LM #07-23
WATER AND SEWER SUPPLIES**

SECTION I - REPAIR CLAMPS AND TAPPING SADDLES

Part A - Transition Coupling, Model 3501 or approved equal*

Size & Description	Part Number	Unit Price	Manufacturer
1" x 5"			
¾ "x 4 ½"			
2" x 5"			
6" x 6"			

Part B - Full Circle Clamps, Smith Blair 261 (or similar)

Size & Description	Part Number	Unit Price	Manufacturer
2" x 7 ½" (2.35-2.63)			
4" x 12 ½" (4.74-5.14)			
6" x 12 ½" (7.27-7.62)			
6" x 20" (7.05-7.45)			
8" x 7½" (8.99-9.39)			
8" x 12" (9.27-9.67)			

Tapping Saddles - Single Stainless-Steel Strap - C.C. Thread, Nylon Coat

Size & Description	Part Number	Unit Price	Manufacturer
2 ½" x ¾"			
4" x ¾"			
6" x 1"			
8" x 1"			
12" x 1"			

Camlock Restraints	Part Number	Unit Price	Manufacturer
6 inch			
8 inch			
12 inch			

Single Bolt Coupling	Part Number	Unit Price	Manufacturer
4 inch - 4.46-5.60			
6 inch - 6.54-7.65			
8 inch - 8.54-9.85			
10 inch - 10.65-12.20			
12 inch - 12.75-14.40			

SECTION II - BRASS FITTINGS - Lead-Free

Part A - Corporation Stops (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" H15008 Compression (CC)			
1" H15008 Compression (CC)			

Part B - Curb Stops (Mueller or approved equal* with lock wing, required on all stops)

Size & Description	Part Number	Unit Price	Manufacturer
¾" R-24350 Compression Inlet Meter Coupling Outlet			
1" Comp to Meter Connector			
1" Comp to ¾" Meter Connector			

Part C - Service Fittings (Mueller or approved equal brass couplings*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" H15503 Comp. to Comp.			
¾" Comp to Comp in line cut off			
1" Comp to Comp			
1" Comp to Comp in line cut off			

Part D - Meter Couplings (Mueller or approved equal*)

Size & Description	Part Number	Unit Price	Manufacturer
¾" H10890			
1" H10890			

Part E - "U" Branch Connections (with ¾" LW meter stops assembled 7 ½" center)

Size & Description	Part Number	Unit Price	Manufacturer
1" x ¾" x ¾" H15363			

Part F- Re-setters (Mueller or approved equal* with LW angle stop)

Size & Description	Part Number	Unit Price	Manufacturer
5/8" x 3/4" x 7" H14118			
5/8" x 3/4" x 12" H14118			
1" x 12" H14118			

Part G - Standard Lead-Free Brass

Size / Nipples	Part Number	Unit Price	Manufacturer
3/4" x close			
3/4" x 2"			
1" x close			
1" x 6"			
2" x close			
2" x 6"			
2" x 12"			

Bushing			
2" x 3/4"			
1" x 3/4"			
2" x 1"			

Reducers			
2" x 3/4"			
1" x 3/4"			
2" x 1"			

Tees			
3/4"			
1"			
2"			

Couplings			
1"			
2"			

2" Gate Valve			
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Plugs			
3/4"			
1"			

Bends			
3/4" 90 degree			

¾" 45 degree			
1" 90 degree			
2" 45 degree			

SECTION III - CAST IRON FITTINGS Mechanical Joint (AWWA C-110-71)

Gate Valves - Left Open	Part Number	Unit Price	Manufacturer
2" THRD A2380-8 (Mueller only)			
2" M.J. A2380-20 (Mueller only)			
6" M.J. A2370-20			
8" M.J. A2370-20			

Fire Hydrants - EJ, Mueller or American Darling			
3' Bury MJ Connection			
4' Bury MJ Connection			
5' Bury MJ Connection			

Tees / 45 / 90			
6" Tee			
6" 45			
8" Tee			
8" 90			
12" Tee			

MJ Gland & Gasket			
4 inch- PVC			
6 inch - PVC			
8 inch - DIP			
12 inch - DIP			

SECTION IV - POLYETHYLENE PIPE

Tubing (CI160)	Part Number	Unit Price	Manufacturer
¾"			
1"			

SECTION V - CAST IRON CASTINGS

Size & Description	Part Number	Unit Price	Manufacturer
Adjustable Valve Boxes "A" sections with lids			
Manhole Rings & Covers Type 1 Heavy Weight - 23 1/2" casting (VM-18 or approved equal)			
Manhole Rings & Covers Type 2 Rexus or similar approved			
Manhole Rings & Covers Type 3 Pamrex or similar approved			
Sewer Cleanouts Boot-Type Sewer Cleanout (Trinity-Valley 1684 or approved equal)			

SECTION VI - METER BOXES

Plastic Meter Boxes and Solid Lids - 2-inch hole

Size & Description	Part Number	Unit Price	Manufacturer
Single Plastic Boxes & Lids			
Single Concrete Boxes & Lids			
Solid Lids with 2" hole			

Part C - Double Plastic Box and Lids

Size & Description	Part Number	Unit Price	Manufacturer
Double Plastic Boxes & Lid			

SECTION VII - POLYVINYL CHLORIDE PIPE (PVC) AND FITTINGS

PART I - PVC for Water Service

Part A - Pipe - Solvent weld or gasket with couplings for water

Size & Description	Part Number	Unit Price	Manufacturer
4" SCH 40 PVC			
6" SCH 40 PVC			
6" C-900 PVC CLASS 150			
8" C-900 PVC CLASS 150			
12" C-900 PVC CLASS 150			

Part B - PVC

Quick Tap - Compression	Part Number	Unit Price	Manufacturer
¾" x 2"			
1" x 2"			

Fittings - S/W SCH 40			
2" - 90 degree			
2" - 45 degree			
2" TEES			
2" Caps			
2" Couplings			

Part 2 - PVC for Sewer Service (S/W SCH 40)

Pipe	Part Number	Unit Price	Manufacturer
4" SCH 40			
6" SCH 40			
8" SCH 40			

Fittings (Coupling)			
4"			
6"			
8"			
10"			

Bushings			
6" x 4"			
8" x 6"			

Tees			
4" x 4"			
8" x 6"			
6" x 6"			
6" x 4"			

Inserta Tees			
4P SCH 40 6 SDR26			
4P SCH 40 8 SDR26			
6P SCH 40 8 SDR26			
6P SCH 40 12 SDR26			

Part 2 - PVC for Sewer Service (S/W SCH 40) - (Cont.)

Part F - Caps (S/W SCH 40)

Caps	Part Number	Unit Price	Manufacturer
4"			
6"			

Bends			
4" x 45 degree			
6" x 45 degree			
4" x 22 ½ degree			
4" x 90 degree			

Wyes			
4" x 4"			
6" x 4"			
6" x 6"			
8" x 4"			
8" x 6"			

Clean Out w/ Plug			
4"			
6"			

Fernco's PVC- PVC			
4"			
6"			
8"			

Fernco's VCP - PVC			
4"			
6"			
8"			
10"			

Warranty_____

Delivery needed is one week/Delivery available_____

Supply Point_____

* All substitutions will be submitted in writing and approved at the City of La Marque prior to shipment.

**SIGNATURE PAGE
LM #07-23
WATER AND SEWER SUPPLIES**

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: \$ _____ (Quantity - 1 each)

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 _____