



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting: 04/19/16

Submitter/Requestor: Kevin Padgett

Date Submitted: 04/11/16

Presenter: Kevin Padgett

Description/Subject: Bid Award for Disposal of Municipal Sludge Project 2016-05

Applicant: Public Works

Legal Description:

Request: Update Contract

Purpose/Need: Policy Issue Administrative Issue

Background/Issue (What prompted this need?): Sludge Dewatering & Hauling to approved landfill. Sludge Hauling is a major process in the WWTP daily treatment and operations which keeps us in compliance with TCEQ rules & regulations

Impacted Parties (Expected/Notified): Wastewater Treatment Plant

Recommended Action: Award contract to low bidder C & R Wastewater LLC

Attachments: Bid Tabulation, Bid & Contract, Insurance

Fiscal Impact: Budgeted Yes No Finance Officer Review:
Budget Amendment Required Yes No
Future/Ongoing Impact Yes No

Budget Dept/Line Item Number 912-5455

Funding Comments: Annual Budget

Where on the agenda should this item be placed? Bid Awards

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Consent Agenda

Suggested Motion: Award bid to the low bidder C & R Wastewater LLC in the amount of \$ 378.50 per dry ton

City Manager Review:

- Approved as submitted
- Submitted for Council consideration without comment
- Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



**City of Seabrook
Notice to Bidders
Sealed Bid Project #2016-05
Disposal of Municipal Sludge**

Sealed BIDS for the Disposal of Municipal Sludge, Seabrook Project No. 2016-05, will be received until 10:00 a.m. on **Tuesday, April 5, 2016**, in the office of the City Secretary, 1700 First Street, Suite 206, Seabrook, Texas 77586. Bids must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. Bidding Documents may be obtained at Seabrook City Hall or by contacting Mike Gibbs at (281) 291-5732 or email mgibbs@seabrooktx.gov.

Cashier's Check, Certified Check, or acceptable Bid Bond, payable to City of Seabrook in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as a guarantee that, if awarded the Contract, the Bidder will within 15 calendar days of award of Contract enter into a Contract and execute Bonds on the forms provided in the Contract Documents.

The successful Bidder must furnish PERFORMANCE and PAYMENT BONDS on the forms furnished with the PROPOSAL, in the amount of 100% of the total Contract price.

No pre-bid conference will be held.

Until final award of the Contract, the OWNER reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or proceed to do the Work otherwise when in the best interests of the OWNER.

PUBLISHED: 03/17/16
03/24/16

INVITATION TO BID



1700 First Street

BID TITLE: DISPOSAL OF MUNICIPAL SLUDGE
PROJECT NUMBER: 2016-05

BID OPENING DATE: April 5, 2016 @ 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED.

Bidder Must Fill In & Sign

Name of Firm, Company
C&R Wastewater

Agent's Name
Nik Becker

Agent's Title
Territory Manager

Mailing Address
PO BOX 187

City State Zip
Willis TX 77378

Telephone
936-856-4199

Fax No.
936-856-1427

Email address:

Nik Becker

AUTHORIZED SIGNATURE
 ATTEST/SEAL(if a corporation):
 WITNESS (if not a corporation):

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ESTIMATED AMOUNTS	ITEM AND DESCRIPTION	UNIT PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
300 DRY TONS	ANNUAL DISPOSAL OF MUNICIPAL SLUDGE (REMOVAL AND DISPOSAL) PER SPECIFICATIONS AEROBIC NON-HAZARDOUS MUNICIPAL SLUDGE	\$378.50	\$113,550.00

Biosolids removal fee will include transportation to (you need to include any fuel charges and set up/move in fees in your dry ton price) and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons.

Methodology for Biosolids Removal: Dewater sludge on site using dewatering drum. transport solids to landfill inside same drum.

Registered Site Number: Coastal Plains RDF – Permit No. H1721

Beneficial Reuse Site: N/A

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

TERMS AND CONDITIONS

1. The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at **least** three working days (72 hours) notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for sixty (60) days from opening date.
9. The City of Seabrook is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. NO substitutions or cancellations permitted without written approval of the City of Seabrook.
14. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
15. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
16. Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
17. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
18. The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
19. Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.
20. The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.
21. **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission www.ethics.state.tx.us and follow all requirements pertaining to House Bill 1295.**

**Disposal of Municipal Sludge
Project 2016-05**

SPECIFICATIONS (MINIMUM):

INTENT: The City of Seabrook seeks competitive bids on the disposal of sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of Seabrook for this project.

REQUIREMENTS: Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **House Bill 1295 was implemented as of January 1, 2016 requiring all business entities to file a Form 1295 with the Texas Ethics Commission www.ethics.state.tx.us prior to signing a contract with the City.**

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

BIDDERS BOND: If the amount of the bid exceeds \$50,000, such bid shall be accompanied by a bid security in the form of either a cashier's check, certified check or a letter of credit from an FDIC insured bank in the amount of five percent (5%) of the greatest amount bid and made payable without recourse to City of Seabrook (hereinafter referred to as "City"), or a bid bond on the form provided herein as the Official Bidder's Bond for the same amount from an approved Surety company licensed to operate in the State of Texas to act as Surety, or a bonding company furnishing a certificate from the Texas State Board of Insurance Commissioners. Bonds submitted by a partnership must be signed by one of the general partners and the same witnessed to. Bonds submitted by a corporation must be signed by an officer of the corporation having the authority either granted by the corporate charter, the bylaws of the corporation, Evidence of authority of the signing officer must be submitted in all cases. Bonds submitted by a sole proprietorship must be signed by the proprietor, witnessed and clearly set out the name under which the proprietor is conducting business. Said bid security shall serve as a guarantee that bidder will enter into a Contract with City and execute any additional required bonds within ten (10) business days after Notice of Award of Contract to him. If no additional bonds are required, said bid security shall also serve as a guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications. The Notice of Award of Contract shall be given by the City within sixty (60) calendar days following the opening of the bids. Bid security must be enclosed in the same envelope with the bid. *Bids without proper bid security may not be considered.* All bid securities will be returned to the respective bidders within ten (10) business days following the opening of bids, except those of the three (3) best qualified bidders, as determined by the City, until the successful bidder has executed the Contract and any additionally required bonds. Thereafter, all remaining bid securities, except the bid security of successful bidder, if no additional bonds are required, will be returned within ten (10) business days. The bid

security of the successful bidder will be returned either upon execution of the Contract and any additional required bonds, or if none required, upon delivery of all materials/equipment and/or services in accordance with the specifications. Failure to perform in strict accordance with such specifications will result in forfeiture of the bid security, and the proceeds of said security shall become the absolute property of the City.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR

DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract.

These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County , Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these

requirements and the specifications as though the invalid portion had been omitted.

AWARD OF CONTRACT: Unless all bids are rejected, the City will award the Contract as promptly as possible consistent with the time required for a thorough analysis of the bids submitted to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Additionally, the City may give preference to a local bidder when purchasing real property, personal property attached to real property, or services other than professional services, if the local bidder bids an amount that is within three (3%) of the lowest bid received by the City from a bidder which is not a local resident of the City. However, the City reserves the right to delay award for sixty (60) calendar days after receipt of bids. If no award is made within sixty (60) calendar days after receipt of bids, a Bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof; the quality, availability and adaptability of any personal property or services to the particular use required; the elements of the bid, including the number and scope of conditions attached to the bid; the ability, capacity, and skill of the bidder to perform the Contract or service required; whether the bidder can perform the Contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the bidder; history and performance of Bidders in previous jobs; the sufficiency of the financial resources and ability of the bidder to perform the Contract or provide service, the ability of the bidder to provide future maintenance, repair, parts, and service for the use of the subject of the Contract; and other factors as shall be determined by the City. The City may refuse to Contract with, or accept the low bid of persons or businesses that are indebted to the City. The City reserves the right to reject any or all bids, to waive bid irregularities, and to award each proposal to more than one Contractor, as the interest of the City may require.

EXECUTION OF CONTRACT DOCUMENTS: The failure of the successful bidder to properly execute the Contract and supply the required bonds, if any, within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the City may grant in writing, shall constitute a default and the City may, at its option, either award the Contract to the next best qualified bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid and the amount for which a Contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

FUNDS: The City has available sufficient funds to pay the Contractor in cash, in accordance with the provisions of the Contract.

CONTRACT TERMINATION: The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

REFERENCES: Bidder shall provide a list if a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment or service bid for the last three (3) years. Attachment I –References is attached for Bidder's convenience and shall be returned with the Invitation to Bid.

PRICING: The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

PAYMENT: The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services bid being received to the City's satisfaction.

BID DELIVERY: The City of Seabrook Purchasing Department or Secretary's Office shall accept **sealed** bids Monday through Thursday, 7:30 a.m. - 5:00 p.m. and Friday 8:00 a.m. - 5:00 p.m. Bids must be received and time stamped before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Submit to:

CITY OF SEABROOK
PURCHASING DEPARTMENT
1700 FIRST STREET
SEABROOK, TEXAS 77586

SPECIFICATIONS
DISPOSAL OF MUNICIPAL SLUDGE
PROJECT #2016-05

GENERAL REQUIREMENTS: The services to be furnished in this agreement will be for transportation and disposal of liquid and/or dewatered municipal wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

INSURANCE REQUIREMENTS

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence;
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits;

SPECIFIC REQUIREMENTS:

1. Disposal Services

- (b) Contractor shall provide all equipment, chemicals and personnel necessary to dewater the City of Seabrook's municipal waste biological solid and dispose, or cause to be disposed, of those dewatered solids.

- (c) Waste biological solids shall be disposed of in accordance with the rules and regulations of the appropriate County, State and Federal regulatory agencies. Changes in these regulations shall entitle the contractor to appeal to the City to renegotiate the terms of this contract, but the contractor shall not have the right to pass cost increases on to the City without the City's approval. Failure to agree on new terms may be addressed by the termination provisions in the Instructions to Bidders, letter II Termination of Contract.
- (d) The City shall provide a suitable location at its facility for dewatering operations along with portable water, electricity and treatment of filtrate and wash down water.
- (e) The City will notify contractor when disposal of waste biological solids is needed. The contractor shall provide service within 5 days.
- (f) Each load shall be weighed by certified scale and a percent solids test run on each individual load.
- (g) Each trailer shall be lined with a plastic liner to prevent leakage.
- (h) Contractor shall provide records and documentation to the City as indicated on the attached exhibit 'A' to provide the City with the means to comply with permits issued by Texas Commission on Environmental Quality and United States Environmental Protection Agency.
- (i) Weight tickets and sludge manifests shall be furnished with each load.

2. **Term** The term of this agreement shall be for a one year period. The agreement may be renewed on a monthly basis and may be negotiated for two additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

3. **Standards of Performance**

If a contractor, for any cause, fails to dispose of waste biological solids as herein specified, the City at its option and after sending written notice to the contractor shall have no further liability under this agreement.

4. **Insurance**

The contractor shall carry appropriate insurance for its sludge disposal operation including but not limited to workmen's compensation and employer's liability, as required by law; and comprehensive general liability including coverage and risk for bodily injury; property damage (automobile and other than automobile) explosion, collapse, underground and umbrella liability coverage.

EXHIBIT 'A'
EXCERPT FROM TWO PERMIT #10671

SECTION III REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonable anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC §330 concerning the quality of the sludge disposal in a municipal solid waste landfill.

- B. If the permittee generated sewage sludge and supplies that sewage sludge to the permittee shall provide to the owner or operator of a Municipal Solid Waste Landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.

- C. The permittee shall give 180 days prior notice to the Executive Director of any change planned in the sewage sludge disposal practice.

- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR Section 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC129) of the Registration, Review, and Reporting Division and the Regional Director (MC Region 12) of the appropriate TCEQ field office within 7 days after failing the TCLP Test. The report shall contain test results, certification that the unauthorized waste management has stopped and a summary of alternative disposal plans that comply with TCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 12) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 1 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.

- F. Recordkeeping requirements – The permittee shall develop the following information and shall retain the information for five years. The sludge documents will be retained on site at the same location as other TCEQ records.
 - 1. The description (including procedures followed and the results) of all I liquid Paint filter Tests performed.
 - 2. The description (including procedures followed and the results) of all TCLP tests performed.

- G. Reporting Requirements – The permittee shall report annually to the TCEQ Regional Office (MC Region 12) and Water Quality Compliance Monitoring Team (MC224) of the Enforcement Division by September 1 of each year, the following information:
 - 1. Toxicity Characteristic Leaching Procedure (TCLP) results.
 - 2. Annual sludge production in dry tons / year.
 - 3. Amount of sludge disposed in a municipal solid waste landfill in dry tons / year.
 - 4. Amount of sludge transported interstate in dry tons / year.
 - 5. A certification that the sewage sludge meets the requirements of 20 TAC Chapter 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
 - 6. Identity of hauler(s) and transporter registration number.
 - 7. Owner of disposal site(s).
 - 8. Location of disposal site(s).
 - 9. Date(s) of disposal.

The above records shall be maintained on site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

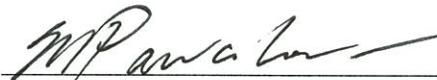
(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that C&R Wastewater is a resident bidder of Texas as defined in HB 620.

(Company Name)

Signature



Print Name

Michael Pawalowski

I certify that _____ is a Nonresident bidder as defined in HB 620

(Company Name)

and our principal place of business is _____

(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

Section	Item/Material/Equipment Bid	Reason
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company _____

Agent _____

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	C&R Wastewater, LLC.
PHYSICAL ADDRESS:	114 S. Danville St
	Willis, TX 77378
PHONE #:	936-856-4199
FAX #:	936-856-1427
CONTACT PERSON:	Nik Becker
PHONE #:	936-203-9178
REMITTANCE ADDRESS:	PO BOX 187
	Willis, TX 77378
PHONE #:	936-203-9178
FAX #:	
CONTACT PERSON:	Nik Becker
PHONE #:	
PAYMENT TERMS DISCOUNT:	
COMPANY TAX ID#:	

CITY OF SEABROOK
PURCHASING DEPARTMENT
NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF SEABROOK is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: City of La Marque

Address: 1500 Municipal Drive La Marque, TX

Contact Person: Jason Hubbell – Plant Operations Supervisor

Telephone : ( 409 ) 682-1437

Email: J.hubbell@cityoflamarque.org

Product Purchased by Reference: Annual Contract for sludge removal at WWTP

Company Name: City of Bridge City

Address: Sewer Plant Rd. Bridge City, TX

Contact Person: Mike Lund - Superintendent

Telephone : ( 409 ) 313-0252

Email: mlund@bridgecitytex.com

Product Purchased by Reference: Annual Contract for sludge removal at WWTP

Company Name: City of Galveston

Address: 823 Rosenberg. Galveston, TX 77553

Contact Person: Cynthia Diaz – Superintendent of Airport WWTP

Telephone : ( 409 ) 741-4632

Email: diazcyn@cityofgalveston.org

Product Purchased by Reference: Sludge removal from WWTP

OFFICIAL BIDDER'S BOND

THE STATE OF TEXAS }  
 }  
 } KNOW ALL MEN BY THESE  
 } PRESENTS:  
COUNTY OF HARRIS }

THAT we, C&R Wastewater as Principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Seabrook, Texas, as municipal corporation, in the sum of \$5,677.50 Dollars (an equal to 5% of the greatest amount bid by the bidder to do the work).

The condition of this obligation is as follows:

WHEREAS, the Principal has submitted on or about this date a bid proposal offering to perform the following:

Disposal of Municipal Sludge

in accordance with the plans, specifications and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the said Principal's offer as stated in the Bid Proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms prepared by the City, for the work described herein and also executes and returns the same number of the Performance, Payment and Maintenance Bonds, if required, on the forms prepared by the City, in connection with the work described herein, within the time provided in the specifications (such bonds to be executed by a Surety Company authorized to do business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) then this obligation is null and void, otherwise it is to remain in full force and effect.

In the event that the Principal is unable to or fails to perform the obligations undertaken herein, the undersigned Principal and Surety shall be liable to the City of Seabrook for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Principal to perform such obligations, the actual amount of such damages being difficult to ascertain.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.

C+R WASTEWATER

Principal

[Signature]

Signature

Michael Pawalowski

Printed Name

V.P.

Title

CERTIFIED CHECK

Surety

Signature

Printed Name

Title

ATTEST/WITNESS: (SEAL)

[Signature]

Signature

Nik Belker

Printed Name

TERRITORY MANAGER

Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

Title

REVIEWED:

THE FOREGOING BOND IS APPROVED AND  
ACCEPTED ON BEHALF OF THE CITY OF  
SEABROOK:

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
MAYOR, CITY OF SEABROOK



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2016-29117

Date Filed:  
 03/22/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

C&R Wastewater  
 Willis, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Seabrook

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

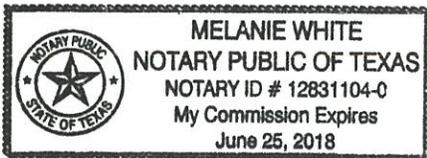
2016-05  
 Disposal of Municipal Sludge

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Michael Pawalowski*

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said MICHAEL PAWALOWSKI, this the 4<sup>TH</sup> day of APRIL, 2016, to certify which, witness my hand and seal of office.

*Melanie White*  
 Signature of officer administering oath

Melanie White  
 Printed name of officer administering oath

Office Manager  
 Title of officer administering oath



CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 19 th day of April, A.D., 2016, by and between City of Seabrook of the State of Texas, acting through the City Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed CITY, and C & R Wastewater LLC, a Texas company with registered office at 114 South Danville, City Willis, Texas, Party of the Second Part, hereinafter termed VENDOR.

WITNESSETH: That for and in consideration for the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (CITY), and under the conditions expressed herein and in the payment and performance bonds bearing even date herewith, the said Party of the Second Part (VENDOR), hereby agrees with the said Party of the First part (CITY) to commence and complete the services described below:

Dispose of the City of Seabrook's Aerobic Non-Hazardous Municipal Sludge (Project 2016-05) located at 715 Main Street and agrees to comply with all terms and conditions below, attached specifications, and notes in the bid package. The contract price of Three Hundred Seventy-Eight Dollars and Fifty Cents (\$378.50) per dry ton for an annual estimated total of One Hundred Thirteen Thousand Five Hundred Fifty Dollars (\$113,550.50) will be held constant for one year from the awarded date. At the end of the one year period the contract may be extended for up to twelve months with two additional twelve month options upon consent by the VENDOR and the CITY. In addition, the VENDOR shall supply the CITY with a copy of their Comprehensive Vehicle Liability and Workers Compensation and Employers Liability Insurance.

IN WITNESS THEREOF, the parties to these present have executed this agreement in the year and day first above written.

Party, First Part (CITY)

Party, Second Part (VENDOR)

By: \_\_\_\_\_  
Glenn Royal, Mayor

By: Michael Pawalowski  
Michael Pawalowski, Owner

ATTEST:  
\_\_\_\_\_  
Robin Hicks, City Secretary  
(SEAL)

ATTEST:  
Nik Belker  
NIK BELKER, MANAGER  
(SEAL)