

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE TRANSPORTATION OF
WASTEWATER TREATMENT FACILITY SLUDGE
WITH
SHERIDAN ENVIRONMENTAL, LLC**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

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§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the transportation of wastewater treatment facility sludge for the City of Round Rock, Texas (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of September, 2018, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and SHERIDAN ENVIRONMENTAL, LLC whose offices are located at 3600 FM 973, Austin, Texas 78725 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase wastewater treatment facility sludge transportation services, and City desires to procure same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the Bid submitted by the Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to pay for said services. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 18-032; (b) Vendor's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE; TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement is for sixty months (60) months from the effective date hereof. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the services as outlined in the IFB and Response to IFB submitted by Vendor, all as specified in Exhibit "A," attached hereto and incorporated herein by reference. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

The services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; SCOPE OF WORK

A. All bid items listed on "Attachment A – Bid Sheet" in Exhibit "A" are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 18-032). Vendor has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A." When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Vendor's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit "A," which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to use any estimated quantity of services, and City may not expend in excess of **Four Hundred Ninety-Nine Thousand Two Hundred and No/100 Dollars (\$499,200.00)** per year for Vendor's services for a total not to exceed amount of **Two Million Four Hundred Ninety-Six Thousand and No/100 Dollars (\$2,496,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- C. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed

that causes the payment to be late; or

- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached IFB Number 18-032, including all attachments and exhibits thereto, and Vendor's bid response.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
512-218-3236
mthane@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the

reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Sheridan Environmental, LLC
3600 FM 973
Austin, Texas 78725

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Sheridan Environmental, LLC

By: 
Printed Name: Phillip P. McCommon
Title: President
Date Signed: 9/5/13



Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

TRANSPORTATION OF WASTEWATER TREATMENT PLANT SLUDGE

SOLICITATION NUMBER 18-032

JULY 2018

Exhibit "A"

TRANSPORTATION OF WASTEWATER TREATMENT PLANT SLUDGE PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in the transportation of wastewater treatment plant sludge.
2. **BACKGROUND:** Currently the Brushy Creek East Regional Wastewater Treatment System (BCRWS) is operated by the Brazos River Authority (BRA). In Fall of 2018 the City of Round Rock will take over plant operations and will require a contract with a qualified company to transport wastewater sludge produced at the plant to a disposal facility approved by the City of Round Rock on a regular basis. The disposal facilities are required to be located within 35 miles of BCRWS located at 3939 Palm Valley Blvd. Round Rock Texas.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13
Attachment C – Subcontractor Information Form	Page 14

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Michael Schurwon, CPPB, CTPM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-6682
E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	July 25, 2018
Optional Pre-Bid meeting / site visit	August 2, 2018 @ 9:00 AM, CST
Deadline for submission of questions	August 6, 2018 @ 12:00 PM, CST
City responses to questions or addendums	August 8, 2018 @ 5:00 PM, CST
Deadline for submission of responses	August 16, 2018 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.
- 7.1 Attendance at the pre-bid meeting / site visit is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-solicitation meeting a site visit tour will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. The site visit tour shall take place at this location:
- Brushy Creek Regional Wastewater Facility East**
3939 Palm Valley Blvd.
Round Rock, Texas 78681
- 7.2 Respondents will be responsible for their own transportation for the site visit tour.
- 7.3 Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
- 7.4 It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Michael Schurwon
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

Exhibit "A"

- 8.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 8.2 Facsimile or electronically transmitted responses are not acceptable.
 - 8.3 Responses cannot be altered or amended after opening.
 - 8.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 8.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - 8.6 Samples and/or copies of bid responses shall be provided at the bidder's expense and shall become the property of the City.
9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and three (3) copies of the IFB response and one (1) electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

Addendums: Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.

Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and **E-MAIL** addresses of at least three (3) valid Municipal/Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment C: SUBCONTRACTOR INFORMATION FORM: If subcontracting, bidder shall provide a signed copy of the Subcontractor Information Form.

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 10.1 Purchase price;
 - 10.2 Reputation of Respondent and of Respondent's goods and services;
 - 10.3 Quality of the Respondent's goods and services;
 - 10.4 The extent to which the goods and services meet the City's needs;

Exhibit "A"

- 10.5 Respondent's past performance with the City;
- 10.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 10.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- 11.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

- 11.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/> .

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing sludge/roll-off containers and transportation services of those filled containers as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire all trucks and equipment the Respondent deems necessary to provide the services at no cost to the City. The Respondent has the sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, vehicles, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Have a legal residence or home office in the United States.
 - 2.4 Operate, at all times during the duration of the agreement, a minimum of two trucks with 20 or 25 cubic yard roll off containers capable of holding and safely transporting wastewater treatment plant sludge from the wastewater treatment plant to the required destination on a routine basis. Trucks shall be operated by drivers meeting all Texas commercial licensing requirements. Proof of licensing and registration of trucks and/or drivers shall be provided to the City upon request.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - 3.1 Require that all deliverables provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - 3.2 Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured;
 - 3.3 Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
 - 3.4 Submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - 4.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;

Exhibit "A"

- 4.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
- 4.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
- 5.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 5.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 5.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for the transportation of wastewater sludge shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year. The adjusted Contract price using the area CPI will be based on the accumulated percentage rate of the increase of the most current Consumer Price Index, as published by the United States Statistics-All Urban Consumers-Geographically South Urban Area. The percentage increase in compensation is to be calculated using the following formula:
- $$\text{Current Price} \times \text{Index Change} = \text{Adjustment}$$
- (Percentage change in most recent available annual CPI)
- 7.1 **Procedure to Request Increase:**
- 7.1.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299
- 7.1.2 Upon receipt of the request, the City reserves the right to accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

Exhibit "A"

10. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
12. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - 12.1 The method to provide a smooth and orderly transition of services performed from the current contractor.
 - 12.2 Provide City contact(s) information for implementation of agreement.
 - 12.3 Identify specific milestones, goals and strategies to meet objectives.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - 13.1 **Contractor's point of contact:** To maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - 13.2 **The City's designated representative:**

Kim Lutz
Environmental Services Manager
Utilities and Environmental Services
Phone: 512-341-3333
E-mail: kiml@roundrocktexas.gov
14. **INTERLOCAL PURCHASING AGREEMENTS**
 - 14.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - 14.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

Exhibit "A"

PART IV SPECIFICATIONS

1. **PURPOSE:** The City of Round Rock, herein after "the City," seeks a bid from firms experienced in the transportation of wastewater treatment plant sludge.
2. **BACKGROUND:** Currently the Brushy Creek East Regional Wastewater Treatment Plant (BCRWS) is operated by the Brazos River Authority (BRA). In Fall of 2018, the City of Round Rock will take over plant operations and will require a contract with a qualified company to transport wastewater sludge produced at the plant to a disposal facility approved by the City of Round Rock on a regular basis. The BCRWS produces approximately 40,000 cubic yards (28 tons) of municipal wastewater treatment sludge per year with average solids of between 15% and 19%.
3. **GENERAL REQUIREMENTS:**
 - 3.1 The Contractor shall furnish sludge containers/roll-offs which shall be between 20 and 25 cubic yards in capacity, as required to permit the efficient removal of sludge and grit/influent screenings. The City shall load the sludge into the sludge container/roll-off using a hopper or conveyor. The Contractor shall ensure that all containers loaded with sludge are properly covered and sealed from the time the containers leave the BCRWS until the containers reach the disposal site.
 - 3.2 The Contractor is responsible for providing all labor and equipment needed for the safe transportation of sludge. The Contractor shall transport and dispose of all grit, trash and influent screening at a Texas Commission on Environmental Quality (TCEQ) permitted refuse disposal facility as directed by the City. The Contractor shall transport dewatered sludge to either a TCEQ permitted landfill or TCEQ permitted composting site for beneficial use as directed by the City.
 - 3.3 The Contractor shall be responsible for all sludge loaded onto vehicle during transportation to disposal site.
 - 3.4 The Contractor shall be responsible for containing all spillage of products including liquid and belt pressed solids, fuels and lubricants, polymers, and return water of the belt press. Sludge containers/roll-offs shall be properly designed and adequately maintained by the Contractor to minimize the possibility of leaks and/or spillage. The containers/roll-offs shall be maintained by the Contractor so they roll properly and can be maneuvered.
 - 3.5 The Contractor shall ensure that all spills or damages caused by spillage are corrected immediately at his own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the City.
 - 3.6 The City reserves the right to inspect the Contractor's truck prior to and after the actual loading of the sludge.
 - 3.7 The amount of sludge the Contractor will be required to transport will vary. There are no minimums/maximum quantities of sludge guaranteed under the contract.
 - 3.8 The Contractor shall be responsible for damages to the BCRWS facility, equipment, other on-site vehicles or equipment, or the buildings and their contents, by its work, negligence in its work and its personnel. The Contractor shall be responsible and liable for the safety, injury, and health of its employees while performing services under this contract.
 - 3.9 The Contractor is responsible for any moving violations, vehicular accidents, or other infractions that occur while performing the transport services.
 - 3.10 The sludge shall always be disposed of at a TCEQ approved site. Changes to the location or method of disposal must be approved by the City in writing before the change is made.
 - 3.11 If services to be provided are not furnished or are deficient, the City reserves the right to employ other firms for the removal and/or disposal of sludge. Repeated deficiencies or failure to furnish required equipment, trucks and services may be considered a breach of contract by the City.

Exhibit "A"

4. SCHEDULE AND INVOICING REQUIREMENTS:

4.1 The time for pickup and delivery of roll-off containers shall be as follows:

- Up to Six (6) days per week Monday-Saturday, including holidays
- Pick-up / Drop-off of up to six (6) roll-off containers per day between the hours of 7:00 a.m. and 5:00 p.m.
- Times of Pick-up / Drop-off of the roll-off containers shall be scheduled by the City and provided to the Contractor with a minimum of one (1) days' notice.
- The Contractor shall be on 24-hour emergency call, 365 days per year and shall provide an emergency phone number.

4.2 The Contractor shall be responsible for submitting all completed sludge disposal manifests within fourteen (14) days of completion to the City.

4.3 Payment for transporting sludge shall be made on a per ton basis as measured by the disposal site and documented by the weight tickets. The Contractor shall ensure that each truck utilized for pick-up is visually affixed with the exact volume and weight. The Contractor shall be paid monthly upon the submission of an invoice with all proper backup documentation (weight tickets). All backup documentation shall be legible, dated, signed by the Contractor and disposal site representative. Backup documentation shall also include vehicle tare weight, vehicle weight plus contents and shall specify the site used in the disposal of the sludge.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 18-032 – Transportation of Wastewater Treatment Plant Sludge in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 To be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 To do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"



City of Round Rock

IFB No: 18-032

Transportation of Wastewater Treatment Plant Sludge

Due 8/23/18

3:00 P.M.

PSM
8/23/18

8/23/18

Michael Schurwon
Purchaser
Purchasing Division
City of Round Rock

Mr. Schurwon,

This letter was prepared as an attachment for the City of Round Rock IFB # 18-032 Transportation of Wastewater Treatment Plant Sludge. The purpose of this letter is to outline Sheridan Environmental's vision for the sludge disposal at the Brushy Creek Regional WWTP.

Sheridan Environmental became the sludge hauler for the BCRWWTP in May 2012. Since then we have been able to provide uninterrupted service. We currently have a fleet of 12 sludge trucks that are available to operate 24 hours per day. We currently haul 15-20 loads from the plant per day, Monday through Friday. Through our sister company, Walker Aero Environmental, we are able to dispose of all the daily sludge produced the same day.

The BCRWWTP has a few logistical challenges Sheridan would like to address.

1. Roll off container area wear

The concrete on the "old side" has become severely worn where the boxes are moved when loaded. The wheels of the boxes have worn the concrete up to 4 inches in spots. The worn concrete makes it extremely hard for the tractor to move the loaded boxes. Often times the boxes will jerk free and roll down the driveway without warning. This is a very dangerous problem. The grooved concrete also rips wheels off of the rolloff boxes. Below are pictures of the concrete.

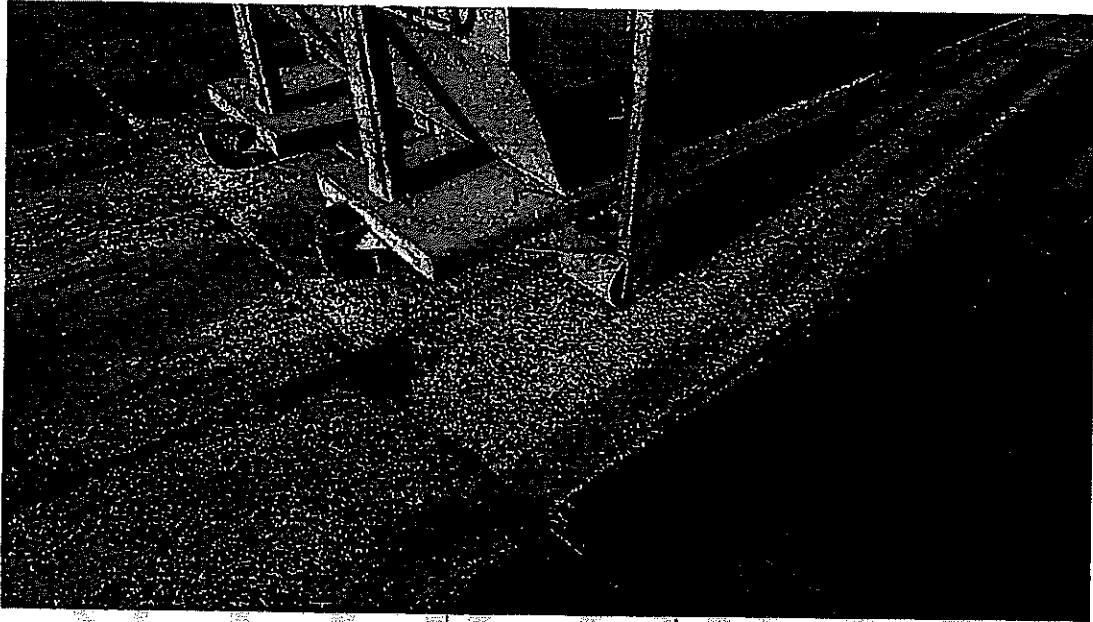


PSM
8/23/18



SHERIDAN Exhibit "A"
ENVIRONMENTAL

3600 North FM 973
Austin, TX 78725
(512) 927-1977
Phillip@S-Enviro.com



Pgm
8/23/14



SHERIDAN ENVIRONMENTAL

Exhibit "A"

3600 North FM 973
Austin, TX 78725
(512) 927-1977
Phillip@S-Enviro.com

Roll off boxes also create a weight challenge. It is very easy to overload a roll off box beyond the legal and physical limits of the trucks. A driver often cannot tell if the box is loaded 2-3 tons over the limit when loading the box.

Sheridan Environmental would like to eliminate the roll off boxes completely. Many of our customer have a concrete bunker where the sludge is contained on a pad until it is loaded into a truck. The City of Austin, City of Georgetown, City of Pflugerville and City of Marble Falls all use this method with great success.

Sheridan Environmental would like to repour the concrete under the conveyor belt to make a smooth surface. We would then use concrete block 2'x2'x4' to build 6' high containment walls on three sides to create a sludge bunker. The sludge would come off the conveyor belt and create a pile in the bunker. Sheridan Environmental would have a wheel loader on site for our drivers to operate and load their trucks. Sheridan Environmental will pay the materials and labor for the construction of the bunker.

City operators would not need to monitor the sludge pile as they currently do with the roll off boxes. There also would be no need for a city tractor to move roll off boxes. The city would have no liability due to overloaded trucks. It would also eliminate boxes that are caught in sudden downpours. The bunker would be emptied and cleaned daily.

2. "New Side" Chute design

The chutes on the "New Side" are problematic when the sludge is too dry. The individual chutes become impacted with dry sludge as it fills. When the doors open little to no sludge falls out. The sludge then needs to be sprayed with water to create a large hole allowing the weight of the sludge to collapse. Load time can exceed 1 hour per truck when this happens. BRA installed vibrators to help loosen the impacted sludge. The vibrators helped, but ultimately the operators made the sludge more wet to allow it to slide out of the chute.

Sheridan Environmental would like to paint the inside of the chutes with a mastic direct to metal paint. We use this paint to coat the inside of our boxes. It helps to protect the metal from corrosion, but also creates a slick surface for the sludge. Our boxes dump much easier and quicker than before. Sheridan Environmental will pay for the prep and painting of the chutes.

The city could slow all the belt presses down and achieve a percent solid of 20%+ if the sludge releases from the chutes.

PSM
3/23/18



3600 North FM 973
Austin, TX 78725
(512) 927-1977
Phillip@S-Enviro.com

3. Sludge Management

Sheridan Environmental manages the sludge for the City of Kyle and the City of Jarrell. We provide operators and mobile belt presses to process their sludge. In the past we managed sludge dewatering operations for Southwest Water and the City of Manor. Recently we acquired a dewatering facility in Brenham, Texas where we will process 2 million gallons a month of brown food grease and septic. Our sister company Walker Aero Environmental processes 2 million gallon a month of grease, septic and liquid sludge. We also operate a 100,000-gallon waste water plant at the compost facility.

Sheridan Environmental could provide an operator to manage the belt press operation at the Brushy Creek facility. Sheridan Environmental would provide a full-time operator Monday through Friday 7am-5pm. Our operator would start the presses, manage the septic trucks, perform routine maintenance, manage the sludge trucks, complete daily records and shutdown every day. We would pressure wash the dewatering belts once per month with a heated pressure washer. A replacement operator would be provided in the absents of the main operator. The monthly rate would be \$6,000.00 per month.

4. Heavy Facility Maintenance

Sheridan Environmental can perform major belt press repairs if needed for and hourly rate plus material.

Sheridan Environmental is very familiar with the operation and challenges of the Brushy Creek Regional Waste Water Facility. We have been the only sludge hauler since 2012. We successfully assisted the City of Kyle and the City of Georgetown with their transition of their waste water operations. We are confident we can continue to manage the needs of the City of Round Rock. We have 24/7 access to the disposal facility. If in the future the sludge production becomes a 24 hour operation, we can accommodate.

Thank you for allowing us to submit this bid for your sludge transport needs.

Phillip McCammon
Sheridan Environmental LLC, President

PSM
6/23/18

Exhibit "A"

Attachment A- Bid Sheet, Revised 08/14/18 Transportation of Wastewater Treatment Plant Sludge IFB No. 18-032

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-032 - Transportation of Wastewater Treatment Plant Sludge. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost (Cost per Ton)	Extended Total
1	Transportation of Wastewater Treatment Plant Sludge	40,000	Tons	\$12.48	\$499,200
4	Transportation of Wastewater Treatment Plant Sludge	28,000	Tons	\$	\$
	Annual Total				\$ 499,200.00

COMPANY NAME: Sheridan Environmental LLC

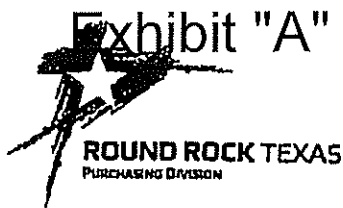
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Phillip McCammon

PHONE NUMBER: 512-699-4326

EMAIL ADDRESS: Phillip@S-Enviro.com

psm
8/28/18



**CITY OF ROUND ROCK
INVITATION FOR BID
FOR
TRANSPORTATION OF WASTEWATER TREATMENT PLANT SLUDGE**

IFB No. 18-032

Addendum No. 1

Date: 08/14/18

Addendum No. 1, dated 08/14/18, is being issued to extend the bid opening date, address changes to the bid specifications and to respond to all questions submitted and the pre-bid meeting on August 2, 2018, and questions submitted by the deadline on 08/06/18, @ 12:00 p.m. for IFB No. 18-032 – Transportation of Wastewater Treatment Plant Sludge as outlined below:

The following are changes regarding the bid opening date and Attachment A: Bid Sheet for IFB No. 18-032 – Transportation of Wastewater Treatment Plant Sludge as outlined below:

Change No. 1 – Bid Opening Date

CHANGE BID OPENING DATE FROM: AUGUST 16, 2018 @ 3:00 P.M. to AUGUST 23, 2018 @ 3:00 P.M.

Change No. 2 – Bid Sheet: Attachment A

Change Quantity on Attachment A: Bid Sheet from 28,000 / tons to 40,000 tons.

Change No. 3 – PART IV, Item 4: Schedule and Invoicing Requirements, Section 4.3: Payment

Item 4., Section 4.3. shall now read as follows: "Payment for transporting sludge shall be made on a per ton basis as measured by the disposal site and documented by the weight tickets. The Contractor shall ensure that each "container" utilized for pick-up is visually affixed with the exact volume and weight. The Contractor shall be paid monthly upon the submission of an invoice with all proper backup documentation (weight tickets). All backup documentation shall be legible, dated, signed by the Contractor and disposal site representative. Backup documentation shall also include vehicle tare weight, vehicle weight plus contents and shall specify the site used in the disposal of the sludge."

QUESTIONS:

The following are answers to questions submitted at the optional pre-bid meeting on August 2, 2018 and received by the deadline for questions on August 6, 2018.

- Q1: When will the City of Round Rock take over operations of the Brushy Creek East Regional Wastewater Treatment Plant (BCRWS)?
- A1: October 1, 2018
- Q2: Is the pick-up / drop-off of up to six (6) roll-off containers per day stated in Section 4., 4.1 – Schedule and Invoicing Requirements, page 11 of 14, the total number of pick-ups/drop offs per day?
- A2: Yes.
- Q3: Will the awarded Contractor be expected to swap out roll-off containers at night?
- A3: No. Non-emergency container swap outs will be between 7:00 AM and 5:00 PM.

Exhibit "A"

- Q4: Will the pick-up / drop-off times stated in Section 4., 4.1 - Schedule and Invoicing Requirements, page 11 of 14, fluctuate from the stated pick-up / drop-off times of 7:00 a.m. - 5:00 p.m.
- A4: No, not unless there is an emergency.
- Q5: When do you expect the awarded Contractor to pick-up /drop off all roll-off containers as stated in Section 4., 4.1 - Schedule and Invoicing Requirements, page 11 of 14, on Monday - Saturday including holidays?
- A5: Pick-ups /drop-offs are typically done in the morning and at the end of the day.
- Q6: Can you please clarify what the second sentence of Section 4., 4.1 - Schedule and Invoicing Requirements, page 11 of 14, "The Contractor shall ensure that each "truck" utilized for pick-up is visually affixed with the exact volume and weight?"
- A6: Item 4., Section 4.3. shall now read as follows: "Payment for transporting sludge shall be made on a per ton basis as measured by the disposal site and documented by the weight tickets. The Contractor shall ensure that each "container" utilized for pick-up is visually affixed with the exact volume and weight. The Contractor shall be paid monthly upon the submission of an invoice with all proper backup documentation (weight tickets). All backup documentation shall be legible, dated, signed by the Contractor and disposal site representative. Backup documentation shall also include vehicle tare weight, vehicle weight plus contents and shall specify the site used in the disposal of the sludge."
- Q7: What is the average roll-off container weight?
- A7: An empty twenty-yard container weighs between 4,000 and 6,000 pounds. A twenty-yard container full of sludge weighs approximately sixteen tons.
- Q8: How many roll-off container pick-up /drop offs will there be per day?
- A8: The estimated average roll-off container pick-up /drop offs per day is two to four roll-off container pick-up /drop offs per day.
- Q9: Will the pick-up volume be the same for Saturday roll-off container pick-ups / drop-offs?
- A9: No, Saturday will likely be less volume than Monday through Friday.
- Q10: Does the City of Round Rock Wastewater Treatment Plant have an established pick-up / drop-off schedule?
- A10: Not yet.
- Q11: Does the Contractor have to line all roll-off containers:
- A11: No. The City does not require the Contractor to line roll-off containers.
- Q12: Is the City of Round Rock eligible for a franchise fee?
- A12: No.
- Q13: What is the volume ratio between cake and grit?
- A13: Approximately 98% belt cake and 2% grit.
- Q14: Who is the current Contractor for the existing Wastewater Treatment Plant composting operations?
- A14: The Creek East Regional Wastewater Treatment System (BCRWS) is operated by the Brazos River Authority (BRA) who currently has a contract for Wastewater Treatment Plant Composting Operations with Walker Aero Environmental, Inc., located at 3600 North FM 973, Austin, Texas 78725.

Q15: Does the City require all containers to be covered during transport?

A15: Please refer Part IV, Item 3.1 "...The Contractor shall ensure that all containers loaded with sludge are properly covered and sealed from the time the containers leave the BCRWS until the containers reach the disposal site. The city will not be responsible for damages caused by improperly secured loads or loads that leak."

Q16: What is the origin of the influent screening?

A16: Influent screening is from a bar screen and grit is from a grit removal system. The materials can be disposed in the landfill or the compost facility.

Approved by: Michael Schurwon

Date: 08-14-18

Michael Schurwon, CPPB, CTPM
Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Sheridan Environmental

Vendor

[Signature]
Authorized Signature

8-23-18
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

ATTACHMENT B:
REFERENCE SHEET

IF SUBCONTRACTING, PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 10-032 Transport of Wastewater Sludge
RESPONDENT'S NAME: Sheridan Environmmetal LLC DATE: 08-23-2018

Provide the name, address, telephone number and E-MAIL addresses of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Brazos River Authority
Name of Contact Jay Middleton
Title of Contact Central Basin Water and Wastewater Superintendent
E-Mail Address Jay.Middleton@Brazos.Org
Present Address 3939 Palm Valley BLVD
City, State, Zip Code Round Rock Texas 78665
Telephone Number (512) 850-9145 Fax Number: (512) 255-6231
2. Company's Name Guadalupe Blanco River Authority
Name of Contact Eduardo Montana
Title of Contact Division Manager
E-Mail Address EMontana@GBRA.Org
Present Address 4435 FM 20 East
City, State, Zip Code Lockhart TX 78644
Telephone Number (512) 398-6391 Fax Number: (512) 398-2036
3. Company's Name City of Pflugerville
Name of Contact Wiley Webb
Title of Contact Utility Superintendent
E-Mail Address WileyW@PflugervilleTX.com
Present Address 15500 Sunlight Near Way
City, State, Zip Code Pflugerville TX 78961
Telephone Number (512) 990-6400 Fax Number: (512) 989-1052

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"

ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 10-032 Transport of Wastewater Sludge
RESPONDENT'S NAME: Sheridan Environmental LLC DATE: 08/23/018

- CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT

NO

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT YES
If yes complete the information below

1. Subcontractor Name
Name of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %
2. Subcontractor Name
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()
Describe work to be performed _____
Percentage of contract work to be performed _____ %

- Add additional pages as needed

PSM
8/23/18