



Amendment No. 3
to
Contract No. GA150000049
for
Spoils Disposal Services
between
Texas Landfill Management, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be from March 27, 2020 through March 26, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$28,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 3/27/2015 – 3/26/2018	\$84,000.00	\$84,000.00
Amendment No. 1: Option 1 – Extension 3/27/2018 – 3/26/2019	\$28,000.00	\$112,000.00
Amendment No. 2: Option 2 – Extension 3/27/2019 – 3/26/2020	\$28,000.00	\$140,000.00
Amendment No. 3: Option 3 – Extension 3/27/2020 – 3/26/2021	\$28,000.00	\$168,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Paul Gregory 03/17/2020

Printed Name: Paul Gregory
Authorized Representative

Texas Landfill Management, LLC
PO BOX 17126
Austin, TX 78760
(512) 421-1300

Sign/Date: Matthew Duree 3/23/20

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
To
Contract No. GA150000049
For
Spoils Disposal Services
Between
Texas Landfill Management, LLC
DBA Garden-ville
and the
City of Austin

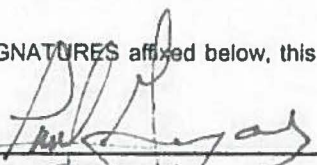
- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be March 28, 2018 through March 26, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$28,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/27/2015 – 03/26/2018	\$84,000.00	\$84,000.00
Amendment No. 1: Option 1 – Extension 03/27/2018 – 03/26/2019	\$28,000.00	\$112,000.00
Amendment No. 2: Option 2 – Extension 03/27/2019 -03/26/2020	\$28,000.00	\$140,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

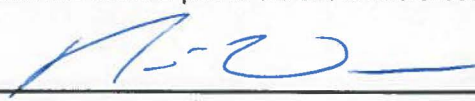
Sign/Date:

 / 2-27-19

Printed Name: PAUL GREGORY
Authorized Representative

Texas Landfill Management, LLC
DBA Garden-Ville
P.O. Box 17126 Grand Avenue Parkway
Pflugerville, Texas 78660-2028
(512) 421-1300
pgregory@texasdisposal.com

Sign/Date:



Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA150000049
for
Spoils Disposal
between
Texas Landfill Management, LLC., dba Garden-Ville
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective March 27, 2018 to March 26, 2019. Two options remain.
- 2.0 The total Contract amount is increased by \$28,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/27/15 – 03/26/18	\$84,000.00	\$84,000.00
Amendment No. 1: Option 1 03/27/18 – 03/26/19	\$28,000.00	\$112,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Printed Name:

Authorized Representative

Signature & Date:

Beatrice Washington, Contract Management Specialist III

City of Austin

Purchasing Office

Texas Landfill Management, LLC. dba Garden-Ville
P.O. Box 17126 Grand Ave Pkwy
Pflugerville, Texas 78660-2028



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 27, 2015

Texas Landfill Management, LLC
Paul Gregory
Director of Recycling
12200 Carl Road
Creedmoor, TX 78610
pgregory@texasdisposal.com

Dear Mr. Gregory:

The Austin City Council approved the execution of a contract with your company for Spoils Disposal in accordance with the referenced solicitation.

Responsible Department:	Austin Public Works – Street and Bridge
Department Contact Person:	Brenda Jimenez
Department Contact Email Address:	Brenda.jimenez@austintexas.gov
Department Contact Telephone:	512-974-7955
Project Name:	Spoils Disposal
Contractor Name:	Texas Landfill Management LLC
Contract Number:	GA150000049
Contract Period:	3/27/15 - 3/26/18
Dollar Amount	\$84,000
Extension Options:	3 x 12 months (28,000 per option)
Requisition Number:	14052900379
Solicitation Type & Number:	IFB GLB0019 REBID

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Buyer II
City of Austin
Purchasing Office

cc: Brenda Jimenez
Donna Lee Bliss

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
TEXAS LANDFILL MANAGEMENT, LLC (“Contractor”)
for
SPOILS DISPOSAL
MA 6200 GA150000049**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Texas Landfill Management, LLC having offices at Creedmoor, TX and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB GLB0011 REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), GLB0011 REBID including all documents incorporated by reference
- 1.1.3 Texas Landfill Management, LLC Offer, dated 1/6/2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$84,000 for the initial Contract term and \$28,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600 for total Not-to-Exceed contract amount of \$168,000. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Texas Landfill Management, LLC

Insert Name Paul Gregory
Printed Name of Authorized Person

Signature 

Insert Title Director of Recycling

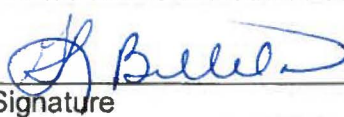
Title:

Insert Date (Must be within the Offer acceptance period) 03/26/2015

Date:

CITY OF AUSTIN

Georgia L. Billela
Printed Name of Authorized Person

Signature 

Buyer II

Title:

3/26/15

Date:

Texas Landfill Management, LLC



City of Austin

Invitation for Bid (IFB)

for

**Disposal Services of Spoils Generated
by the City of Austin**

Solicitation# - GLB0011 REBID

January 6, 2015

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1. OFFER SHEET
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6. PROOF OF ALL PERMITS
7. NONRESIDENT BIDDER PROVISIONS
8. ADDENDUM 1



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB)

SOLICITATION NO: GLB0011 REBID

DATE ISSUED: December 1, 2014

REQUISITION NO.: RQM 6200 14052900376

COMMODITY CODE: 96871

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Georgia Billela

Buyer II

Phone: (512) 974-2939

E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: DISPOSAL SERVICES OF
SPOILS GENERATED BY THE CITY OF AUSTIN

BID DUE PRIOR TO: Tuesday January 6, 2015 @ 2:00 P.M. CST

BID OPENING TIME AND DATE: Tuesday January 6, 2015 @ 2:15
P.M. CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response
Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200
Solicitation Instructions for more details.**

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor 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 provisions attached thereto for the amounts shown on the
accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC FLASH DRIVE/CD COPY OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and
sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original
hard copy submittal; the City may deem any discrepancy as a non-responsive offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SPECIFICATION	4
0600	BID SHEET – Must be completed and returned with Offer	1
ATT	ATTACHMENT A – Sample of Waste Management Report	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, 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.

Company Name: Texas Landfill Management, LLC

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Paul Gregory

Title: Director of Recycling

Signature of Officer or Authorized Representative: 

Date: 01/06/2015

Email Address: pgregory@texasdisposal.com

Phone Number : 512-421-1300

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award


RECEIVED

2015 JAN 6 PM 12 46

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0011 REBID**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than December 23, 2014 @ 2:00 PM. Submissions may be made via e-mail to georgia.billela@austintexas.gov or via FAX at 512.974.2388

2. **INSURANCE:** Insurance does not apply to this solicitation.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to departments as specified on section 0500

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0011 REBID**

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB GLB0011 REBID**

- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics Data	
Series ID: PCU56211-56211	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: None	
Description of Series ID: Waste Collection	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

As specified on the Section 0500

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



PURCHASE SPECIFICATIONS FOR SPOILS DISPOSAL SERVICES

1.0 SCOPE AND CLASSIFICATION

- 1.1 SCOPE** - This specification is intended to cover requirements for disposal services of spoils generated by the City of Austin street maintenance activities. The scope of this specification covers the following: Applicable Specifications, and Other Requirements. The Contractor is required to meet all specifications listed herein as minimum requirements, and required to submit firm, fixed prices for all services deliverable under the terms of this solicitation.
- 1.2 CLASSIFICATION** – The service will be used by the Street & Bridge Operations of the Public Works Department and the Field Operations Division of the Watershed Protection Department, hereinafter referred to as the “City.”

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE OR REVISION</u>	<u>DEPARTMENT APPROVAL</u>	<u>PURCHASING APPROVAL</u>
4/11/2002	Gilbert J. Duran	Issuance		
5/20/2008	Brenda L Jimenez	Revised		
9/12/2008	Brenda L Jimenez	Revised		
01/27/2014	Brenda L Jimenez & Donna Lee Bliss	Revised		

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

2.0 GENERAL REQUIREMENTS

- 2.1 Spoils Materials:** The Contractor shall accept spoils materials either natural or manufactured. The materials typically include flexible base, concrete, soil, rock, asphalt, top soil, clay, sand, minor vegetation, and miscellaneous debris generated from street and sidewalk repairs and maintenance activities.
- 2.2 Diversion Requirement:** The Contractor shall recycled, compost or reuse 70% of material that the City delivers to their site.
- 2.3 Spoils Disposal Site:** The Contractor shall provide a spoils disposal site that is located within a twenty-five (25) mile radius of the State of Texas Capitol Building.

- 2.3.1 The Contractor shall furnish all labor, tools, and equipment necessary to operate a spoils disposal site.
 - 2.3.2 The site shall have an all-weather road from the street to the dump site.
 - 2.3.3 The site shall be open for spoils disposal from 7:30 a.m. to 4:30 p.m. Monday through Friday, weather permitting. The site shall be open for Saturday disposal during normal operating hours of 7:30 a.m. through 4:30 p.m. The Contractor will be notified 3 days in advance if disposal services will be required on Saturdays.
 - 2.3.4 Only City of Austin trucks shall be allowed to dump spoils materials in the order that they arrive at the gate. The City will notify Contractor of any non city truck (hired trucking services) that will be operating along with city vehicles.
- 2.4 Permits/Compliance:** The Contractor shall dispose of all spoils materials in accordance with all Federal, State, and Local regulations. The Contractor shall have all applicable permits required for the spoils disposal site. The Contractor shall provide a copy of all permits with the bid package. At anytime during the life of the contract, when such permits are amended, renewed, or replaced, the Contractor shall notify the City. **BY SIGNATURE HEREIN, BIDDER CERTIFIES THE COMPANY OR CONTRACTOR IS IN COMPLIANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY SITE REQUIREMENTS, IF APPLICABLE.**
- 2.5 Ownership of Spoils:** The Contractor shall assume all responsibility of spoils material when deposited at the Contractors spoils disposal site.
- 2.6 Waste Management Reports:** The Contractor shall prepare and maintain a record of proper diversion of material delivered by the City (see Attachment A for sample of report). The Contractor shall report the following based on calendar year tons managed:
- 2.6.1 Waste sent to municipal solid waste landfills; the amount (in tons) of material landfilled from the contracted service, the identity of the landfill, the total amount of tipping fees paid at the landfill.
 - 2.6.2 Material sent to recycling facilities; the amount (in tons) of material recycled from the contracted service, the receiving part, and the amount of money paid or received for the recycled material.
 - 2.6.3 Material sent to reuse/salvage facilities; the amount (in tons) of material reused or salvaged from the contracted service, the receiving party, and the amount of any money paid or received for the reused or savaged material.
 - 2.6.4 The total diversion rate, calculated as diverted material (recycled, reused) divided by total waste hauled (landfilled, recycled, reused)

2.6.5 The Contractor shall provide annual waste management reports to the designated Contract Manager by January 31st of each year.

2.6.6 The Contractor shall provide a sample of report with bid submission.

2.7 Safety: The Contractor shall be responsible for job safety. During performance of the work, Contractor shall provide and maintain all passageways, guard fences, lights, and other protective measures required by applicable laws, rules, regulations, ordinances, and local conditions. Contractor is responsible for the continuous monitoring of safety conditions on the job site to determine if it is safe and suitable for spoils disposals. If an unsafe condition arises or exists on the job site directly or indirectly affecting the Contractor's performance of the service, the Contractor shall take corrective action of the unsafe condition prior to performing work.

2.8 Measurement and Payment: The services provided shall be paid for at the unit bid price per load of spoils material basis. A Load shall be defined as any amount of spoils materials up to 12 cubic yards loaded on a tandem axle dump truck. One-half load shall be defined as any amount of spoils materials up to 6 to 8 cubic yards loaded on a single axle dump truck. The Street & Bridge Division trucks will be identified with an "SB Unit #" sticker located on the doors of the vehicle. **Example: 00G887.**

2.9 Invoicing: The contractor shall submit an invoice for each week spoils disposal to the appropriate city Division. All invoices shall reference at a minimum the following items:

Invoice Number	Date
Contract Number	Unit Price
Delivery Ticket Numbers	Product Description
Total Amount of Invoice	Quantity
Remit to Address	

The invoices will be reviewed by the Contract Managers and approved for payment at the unit price. Invoices are to be mailed to the appropriate department:

**CITY OF AUSTIN
PWD - STREET & BRIDGE OPERATIONS
ATTN: Accounts Payable
4411-A MEINARDUS
AUSTIN, TEXAS 78744**

**CITY OF AUSTIN
WATERSHED PROTECTION
ATTN: DONNA LEE BLISS
505 BARTON SPRINGS RD #1200
AUSTIN, TEXAS 78704**

2.8 Bidder submits their single point of contact information. A space is provided for this on the Bid sheet, Section 0600.

3.0 CONTRACT MANAGERS:

Street & Bridge Operations

Brenda Jimenez or Lisa Escobedo
4411-A Meinardus Drive
Austin, TX 78744
Phone: 512/974-7955 or 512/974-8758
Fax: 512/974-8760
Emails:

Brenda.jimenez@austintexas.gov

Lisa.escobedo@austintexas.gov

Watershed Protection Department

Donna Lee Bliss
505 Barton Springs Rd., #1200
Austin, TX 78704
Phone: 512/974-2530
Fax: 512-974-7294
Email: donna-lee.bliss@austintexas.gov

**BID SHEET
CITY OF AUSTIN
SPOILS DISPOSAL SERVICES, ASPHALT AND NON-ASPHALT
INVITATION FOR BID (IFB) GLB0011 REBID**

Closing Date and Time: Tuesday January 6, 2014 at 2:00P.M.(CST)

Buyer: Georgia Billela

Copies of Bid: Bidder to submit two copies of its signed bid - one original, and 1 Electronic Flash/Thumb drive of original signed copy.

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

PLEASE INCLUDE SHIPPING COST IN ITEM'S PRICE

City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous Bidder can bid on all or partial products.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Asphalt Loads, 12 cubic yard load	750	load	\$ 6.00/load	\$ 4,500.00
2	Asphalt Loads, 6-8 cubic yard load	500	load	\$ 4.00/load	\$ 2,000.00
3	Non-Asphalt Loads, 12 cubic yard load	2,000	load	\$ 6.00/load	\$ 12,000.00
4	Non-Asphalt Loads, 6-8 cubic yard load	1,000	load	\$ 4.00/load	\$ 4,000.00
TOTAL					\$ 22,500.00

Additional Services (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services you will provide the City and the price you would charge the City for those additional services. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	PRICE*
5	Asphalt cubic yard load	\$1.00/cubic yard
6	Non-Asphalt cubic yard load	\$1.00/cubic yard
7	Other: (As listed in the materials list in the Scope of Work)	\$1.00/cubic yard

* Unless otherwise specified, Price may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.

The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.

<input type="checkbox"/>	Offer Sheet
<input type="checkbox"/>	Bid Sheet (Section 0600)
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605)
<input type="checkbox"/>	Reference Sheet (Section 0700)
<input type="checkbox"/>	Sample of your Waste Management Report
<input type="checkbox"/>	Proof of all permits as per Section 2.3 of the Specification Section 0500
<input type="checkbox"/>	Bidder submits their single point of contact information as required by paragraph 2.8 of the specification in section 0500
<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> <div> Bidders Contract SPOC (printed): <u>Lisa Lerma</u> Title: <u>Compliance/Gate House Manager</u> SPOC's email address: <u>llerma@texasdisposal.com</u> Mobile Phone Number: <u>(512) 619-8451</u> </div> <div> Billing Inquiries: <u>ap@texasdisposal.com</u> </div> </div>
<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
<input type="checkbox"/>	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

DATE: 01/06/2015

COMPANY NAME: Texas Landfill Management LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: Paul Gregory

EMAIL ADDRESS: pgregory@texasdisposal.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Texas Landfill Management, LLC					
Physical Address	12200 Carl Road, Creedmoor, TX 78610					
Is Firm located in the Corporate City Limits? (circle one) In ETJ	<input checked="" type="radio"/> Yes See explanation of Local Business Presence.			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	n/a					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	n/a					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs.?	<input type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

Local Business Presence

TLM is a member of the Texas Disposal Systems family of businesses. TDS was founded in Austin in 1977, and has been continuously providing solid waste and recycling services to Austin businesses and residents for over 35 years. Since 2000 TDS businesses have provided the City of Austin with the majority of its waste and recyclables processing needs. Representatives from TDS businesses consistently participate in the development of local policy concerning the waste and recycling industry and generators. In addition to numerous State and National awards, TDS businesses have been recognized with several awards from: the Austin Corporate Recycling Council, the Resource Management Commission, Solid Waste Advisory Commission and the Environmental Board of the City of Austin, Keep Austin Beautiful, the Greater Austin Chamber of Commerce, the Austin Business Journal and the Austin Sustainable Business Council. TDS businesses have also helped raise over \$20,000,000 since the year 2000 for local non-profit and charitable organizations through donations of its community events facility. Regardless of how "Local Business Presence" is defined in the solicitation, it is the opinion of TDS and TLM that it should receive full credit for its "Local Business Presence."

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name Texas Landfill Management, LLC

1. Company's Name San Antonio Water Systems - Leon Creek Facility
Name and Title of Contact Tad Eaton, Water Recycling Ctr Mgr.
Present Address 1104 Mauermann Road
City, State, Zip Code San Antonio, TX 78224
Telephone Number (210) 233-3190 Fax Number ()
Email Address teaton@saws.org

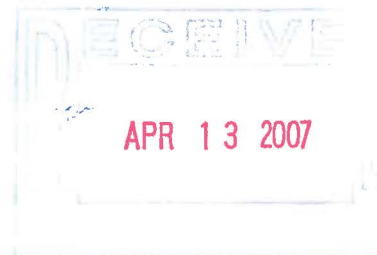
2. Company's Name City of Victoria Regional Area Compost Site
Name and Title of Contact Darryl Lesak, Asst. Director of Environmental Svs.
Present Address 18125 FM 1686
City, State, Zip Code Victoria, TX 77905
Telephone Number (361) 550-2511 Fax Number ()
Email Address dlesak@victoriatx.org

3. Company's Name San Antonio River Authority - SARA
Name and Title of Contact Jim Doersam, P.E. Senior Engineer
Present Address 100 E. Guenther Street
City, State, Zip Code San Antonio, TX 78204
Telephone Number (210) 302-3618 Fax Number ()
Email Address jdoersam@sara-tx.org

Sample of Waste Management Report

Material Type	Tons Managed 2015 calendar year	Receiving Facility of Waste/Material	Revenues Received Tipping Fees and/or Resale
"Municipal Solid Waste" <i>(e.g. residential, office, retail)</i>			
"Class 1" Waste Streams <i>(e.g. construction, commercial, industrial, solidified sludge, manufacturer wastes)</i>			
"Class 2" Waste Streams <i>(activated sludge, plant process waste, other special waste)</i>			
"Class 3" Waste Streams <i>(e.g. inert waste streams such as glass, brick, concrete, rocks and minerals)</i>			
"Hazardous Waste" <i>(as defined by TCEQ and EPA)</i>			
Beneficial Reuse			
Recycled or Salvaged			
Organic Composting			
Total Tons Managed	0		
Annual Diversion Rate			

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



MODIFICATION TO MUNICIPAL SOLID WASTE PERMIT NO. 2123 TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

Municipal Solid Waste (MSW) Permit No. 2123 is hereby modified as follows:

Description of Change:

Revisions to the permit boundary to add buffer along the west side of the permit boundary with an increase in the permitted acreage to approximately 732 acres, and to modify the sector fill sequence for the filling of Phase II. The added buffer zone incorporates MSW Compost Notification Number 47002 within the permitted boundary. The fill sequence for Phase II is reversed with the initial fill in Sector 8 and the final fill in Sector 1.

The details of this permit modification are contained in the application dated September 25, 2006 and received by the MSW Permits Section on September 25, 2006 and revisions dated December 20, 2006 and February 5, 2007, received on December 20, 2006 and February 6, 2007 respectively, regarding the above referenced MSW facility.

Part of Permit Modified:

Attachment 1 - General Location Maps (Attachment 1-1 and 1-2);
Attachment 2 - General Topographic Map (Attachment 2-1);
Attachment 4 - Aerial Photograph;
Attachment 6 - Sectorized Fill Layout-Phase II (Attachment 6-5); and
Attachment 10 - Legal Description.

This modification is a part of Permit No. 2123 and should be attached thereto.

APPROVED, ISSUED, AND EFFECTIVE in accordance with Title 30 Texas Administrative Code Section 305.70(1).

ISSUED DATE:

APR 06 2007

A handwritten signature in black ink, appearing to be "D. Amodeo", written over a horizontal line.

For the Commission



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
Municipal Solid Waste Division
Permits Section - MC 124
P.O. Box 13087
Austin, TX 78711-3087

NOTICE OF INTENT TO OPERATE A COMPOST FACILITY

TNRCC COMPOST FORM NO. 1

This form is required by 30 Texas Administrative Code §332.21, and must be submitted prior to operating a composting facility that is required to notify the TNRCC as set forth in 30 TAC Chapter 332. No other paperwork shall be required. The facility may begin operation thirty days following submittal of this form. Owners/operators are only required to meet the provisions set forth in §332.4 "General Requirements" and §332.22 "Operations Requiring Notification" of Chapter 332.

If you have any questions, please contact the Permits Section in the Municipal Solid Waste Division of TNRCC at (512) 239-6781.

Please send the form to

Municipal Solid Waste Division
Permits Section - MC 124
Texas Natural Resource Conservation Commission
P.O. Box 13087
Austin, Texas 78711-3087

Please type or print using black ink.

Name of Operator: Texas Disposal Systems Landfill, Inc.

Name of Facility: Texas Disposal Systems Landfill, Inc. Composting Facility, d.b.a. Texas Organic Products

Mailing Address: Texas Disposal Systems Landfill, Inc., d.b.a. Texas Organic Products
P.O. Box 17126
Austin, Texas 78760-7126

Telephone Number: (512) 243-4100
Area Code

Contact Person: James B. Doersam, P.E.
Title: Compost Facility Manager

Site Location

1. Provide a city or county roadway map with the site shown and labeled (attach as an exhibit).
Please See Attached Travis County Map (Attachment 1)
2. Provide the latitude and longitude of the entrance to the site.
North: 30 degrees 06 minutes 39 seconds
West: 97 degrees 45 minutes 35 seconds
3. Provide a description of how to get to the site from an intersection of two state roadways:
From the intersection of IH 35 and FM 1327: proceed east on FM 1327 for approximately 3.0 miles, then turn left into the TDSL, Inc. Landfill entrance. The composting site is located approximately 2,600 feet northwest of the existing gate house location, adjacent to and west of the TDSL, Inc. Type I Permitted Landfill, Composting and Recycling Facility (TNRCC Permit MSW # 2123).

4. Provide as an attachment, a list of adjacent property owners and their mailing address.

(see Attachment 2)

5. Legal description of the property

The compost operations will be conducted on a 32.715 acre site located within a 342.501 acre tract out of the Santiago Del Valle Grant, Travis County, Texas, as more particularly described in Attachment 3 attached hereto and made a part hereof. Also included in this attachment is a site plan depicting the approximate location of the compost facility within the larger tract.

Feedstock Information

Indicate which feedstocks will be used in the composting process:

- ☒ Meat ☒ Dead Animal Carcasses
☒ Fish ☒ Oils and Greases
☒ Dairy
☒ Other (describe) Yard Trimmings, Clean Wood Material, Paper, Manure, Vegetative Materials, and other feedstocks as allowed under the "Notification" and "Exempt" tiers of the 30 TAC Chapter 332 rules (as adopted to be effective on November 29, 1995, 20 TexReg 9717).

Process Description (please provide enough detail to show pathogen reduction).

Processing of materials at the TDSL, Inc. composting facility will comply with all applicable process requirements for "Notification Tier" facilities as described in the 30 TAC Chapter 332 rules, including: the general requirements as described in Section 332.4 (as adopted to be effective on November 29, 1995, 20 TexReg 9717), and the air quality requirements as described in Section 332.8 (as adopted to be effective on November 29, 1995, 20 TexReg 9717). The processing steps include: pre-processing, active windrow composting, and post-processing. A process diagram is attached (see Attachment 4), and the following is a brief description of the process:

Preprocessing:

Vehicles transporting compostable feedstocks will first stop at the TDSL, Inc. landfill gate house where a gate attendant will appropriately question the driver and/or inspect the load to determine if it is suitable for composting. Loads not suitable for composting (i.e., materials prohibited as described in Section 332.23(3) (as adopted to be effective on November 29, 1995, 20 TexReg 9717) will be directed either to the landfill for disposal, to the recycling facility for processing, or rejected. Upon receiving permission from the gate attendant, the driver of the vehicle will be directed to the tipping area of the composting facility. The compost operator will inspect the load again for unauthorized material after unloading in the tipping area. Any unauthorized material will be reloaded onto the vehicle and directed to the TDSL, Inc. landfill for final disposal or rejected.

Yard trimmings and other suitable feedstocks in need of processing will be directed to the wood chipper or other equipment for processing. Shredded materials will be stored as mulch in static stockpiles. Some of the processed material will be marketed as mulch. The other organic compostable feedstocks will be incorporated into interim static stockpiles or directly into the active windrow process.

Processing:

The facility will operate on a combination of the static pile and windrow composting method process. Shredded materials will be stored in static piles until incorporated into windrows. Feedstocks will be blended together in

predetermined proportions based upon moisture, carbon, and nitrogen content. Compost windrows will be constructed, and then blended with a compost turning machine. Compost windrows containing "Notification-tier" feedstocks will be monitored for temperature to demonstrate a Process to Further Reduce Pathogens, as is described in the 30 TAC Chapter 332 rules, Section 332.23(2)(B) (as adopted to be effective on November 29, 1995, 20 TexReg 9717), as follows:

"Using the windrow composting method, the temperature of the composting materials shall be maintained at 55 degrees Centigrade or higher for 15 days or longer. During the period when the composting materials are maintained at 55 degrees Centigrade or higher, there shall be a minimum of five turnings of the windrow."

Pathogen reduction will be verified by routine monitoring of compost windrow temperatures and frequency of turnings. Relevant information will be documented. Records will be maintained and available at TDSL, Inc. offices. Although it is anticipated that the conventional windrow method will be implemented for pathogen reduction, other suitable pathogen reduction methods compliant with Chapter 332 (aerated static pile method, for example) may be used in the future.

Post-Processing:

After active windrow processing, the windrows will be moved and reshaped into a stock pile for curing for a period of time sufficient for compost stabilization. After curing, the compost will be screened as necessary. Screened compost will either be marketed or blended with other materials (topsoil, for example) and marketed. Some material may be distributed on property owned by TDSL, Inc. or an affiliated company as a soil conditioner.

Property Owner Information

Name: Texas Disposal Systems Landfill, Inc.

Address: P.O. Box 17126
Austin, Texas 78760-7126

Telephone No.: (512) 243-4100
Area Code

Applicant's Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]



Signature of the Owner/Operator

12-19-97

Date

Bob Gregory

Printed Name

President

Title

Attachments

Section 0835: Non-Resident Bidder Provisions

Company Name Texas Landfill Management, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: n/a Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: n/a



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: **IFB GLB0011 REBID** Addendum No: **1** Date of Addendum: **12/23/14**

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

The following questions were posed by one or more contractors in writing. Each question (Q) is followed by its answer (A).

1. (Q) The October 2, 2014 meeting agenda for the Austin City Council included an agenda item (#30) to award and execute a contract for similar services required under this particular solicitation. Please explain why the City chose not to award and execute that contract to the vendor recommended by City staff, and why the services are now being re-bid.

(A) The Scope of Work was revised to include reporting documentation for disposal of spoils generated by the City and a contractor requirement to recycle a minimum of 70% of spoil materials.

2. (Q) According to the solicitation documents, the material included in the spoils loads includes flexible base, concrete, soil, rock, asphalt, top soil, clay, sand, minor vegetation, and miscellaneous debris generated from street and sidewalk repairs and maintenance activities. Based on historical spoils volumes, please provide a general percentage amount of each type material.

- Flexible base ____%
- Concrete ____%
- Soil ____%
- Rock ____%
- Asphalt ____%
- Top soil ____%
- Clay ____%
- Sand ____%
- Minor Vegetation ____%

(A) The percentages below are estimate; a contractor may come in contact with various materials throughout the contract period. These percentages may change based on Public Work's long term goals of performing "in-house" recycling. Although this is not occurring now, the City anticipates a more sustainable operation in the future that will decrease quantities such as concrete and asphalt.

○	Flexible base	15%
○	Concrete	20%
○	Soil	10%
○	Rock	10%
○	Asphalt	10%
○	Top soil	10%
○	Clay	5%
○	Sand	5%
○	Minor Vegetation	15%

3. (Q) Please describe the general size of the concrete material.

(A) Anywhere from fines to 4' range.

4. (Q) Please describe any approved projects that may dramatically increase the estimated volume of spoils to be generated by the City during the term of this contract.

(A) Although the City has an annual service plan that correlates with this contract, this contract will allow for contingency planning for natural disasters that may produce large quantities of debris material.

5. (Q) Please describe the type of materials the contractor should expect to receive in "Non-Asphalt Loads."

(A) Excavation material from sidewalks, driveways, and pavement structures as well as other materials mentioned in question two.

I. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

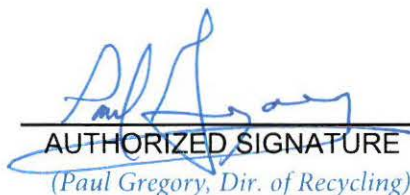
APPROVED BY:



Georgia L. Billela, Buyer II
Purchasing Office, 512-974-2939

ACKNOWLEDGED BY:

Texas Landfill Management, LLC.
SUPPLIER


AUTHORIZED SIGNATURE
(Paul Gregory, Dir. of Recycling)

01/06/2015.
DATE

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



PURCHASE SPECIFICATIONS VERIFICATION FOR SPOILS DISPOSAL SERVICES

Instructions: The scope of work and requirements listed herein are non-negotiable and required by the City of Austin. Verify compliance with or exception to each numbered section. An officer of the contractor's company must review and sign this bottom of this document.

1.0 SCOPE AND CLASSIFICATION

- 1.1 SCOPE** - This specification is intended to cover requirements for disposal services of spoils generated by the City of Austin street maintenance activities. The scope of this specification covers the following: Applicable Specifications, and Other Requirements. The Contractor is required to meet all specifications listed herein as minimum requirements, and required to submit firm, fixed prices for all services deliverable under the terms of this solicitation.
- 1.2 CLASSIFICATION** – The service will be used by the Street & Bridge Operations of the Public Works Department and the Field Operations Division of the Watershed Protection Department, hereinafter referred to as the "City."

<u>DATE</u>	<u>PREPARED BY</u>	<u>ISSUANCE OR REVISION</u>	<u>DEPARTMENT APPROVAL</u>	<u>PURCHASING APPROVAL</u>
4/11/2002	Gilbert J. Duran	Issuance		
5/20/2008	Brenda L Jimenez	Revised		
9/12/2008	Brenda L Jimenez	Revised		
01/27/2014	Brenda L Jimenez & Donna Lee Bliss	Revised		

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

2.0 GENERAL REQUIREMENTS

- 2.1 Spoils Materials:** The Contractor shall accept spoils materials either natural or manufactured. The materials typically include flexible base, concrete, soil, rock, asphalt, top soil, clay, sand, minor vegetation, and miscellaneous debris generated from street and sidewalk repairs and maintenance activities.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.2 Diversion Requirement:** The Contractor shall recycled, compost or reuse 70% of material that the City delivers to their site.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.3 Spoils Disposal Site:** The Contractor shall provide a spoils disposal site that is located within a twenty-five (25) mile radius of the State of Texas Capitol Building.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.3.1 The Contractor shall furnish all labor, tools, and equipment necessary to operate a spoils disposal site.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.3.2 The site shall have an all-weather road from the street to the dump site.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.3.3 The site shall be open for spoils disposal from 7:30 a.m. to 4:30 p.m. Monday through Friday, weather permitting. The site shall be open for Saturday disposal during normal operating hours of 7:30 a.m. through 4:30 p.m. The Contractor will be notified 3 days in advance if disposal services will be required on Saturdays.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.3.4 Only City of Austin trucks shall be allowed to dump spoils materials in the order that they arrive at the gate. The City will notify Contractor of any non city truck (hired trucking services) that will be operating along with city vehicles.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.4 Permits/Compliance:** The Contractor shall dispose of all spoils materials in accordance with all Federal, State, and Local regulations. The Contractor shall have all applicable permits required for the spoils disposal site. The Contractor shall provide a copy of all permits with the bid package. At anytime during the life of the contract, when such permits are amended, renewed, or replaced, the Contractor shall notify the City. **BY SIGNATURE HEREIN, BIDDER CERTIFIES THE COMPANY OR CONTRACTOR IS IN COMPLIANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY SITE REQUIREMENTS, IF APPLICABLE.**

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.5 Ownership of Spoils:** The Contractor shall assume all responsibility of spoils material when deposited at the Contractors spoils disposal site.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.6 Waste Management Reports:** The Contractor shall prepare and maintain a record of proper diversion of material delivered by the City (see Attachment A for sample of report). The Contractor shall report the following based on calendar year tons managed:

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.6.1** Waste sent to municipal solid waste landfills; the amount (in tons) of material landfilled from the contracted service, the identity of the landfill, the total amount of tipping fees paid at the landfill.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.6.2** Material sent to recycling facilities; the amount (in tons) of material recycled from the contracted service, the receiving part, and the amount of money paid or received for the recycled material.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.6.3** Material sent to reuse/salvage facilities; the amount (in tons) of material reused or salvaged from the contracted service, the receiving party, and the amount of any money paid or received for the reused or savaged material.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

2.6.4 The total diversion rate, calculated as diverted material (recycled, reused) divided by total waste hauled (landfilled, recycled, reused)

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

2.6.5 The Contractor shall provide annual waste management reports to the designated Contract Manager by January 31st of each year.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

2.6.6 The Contractor shall provide a sample of report with bid submission.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

2.7 Safety: The Contractor shall be responsible for job safety. During performance of the work, Contractor shall provide and maintain all passageways, guard fences, lights, and other protective measures required by applicable laws, rules, regulations, ordinances, and local conditions. Contractor is responsible for the continuous monitoring of safety conditions on the job site to determine if it is safe and suitable for spoils disposals. If an unsafe condition arises or exists on the job site directly or indirectly affecting the Contractor's performance of the service, the Contractor shall take corrective action of the unsafe condition prior to performing work.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

2.8 Measurement and Payment: The services provided shall be paid for at the unit bid price per load of spoils material basis. A Load shall be defined as any amount of spoils materials up to 12 cubic yards loaded on a tandem axle dump truck. One-half load shall be defined as any amount of spoils materials up to 6 to 8 cubic yards loaded on a single axle dump truck. The Street & Bridge Division trucks will be identified with an "SB Unit #" sticker located on the doors of the vehicle.

Example: 00G887.

☒ **ACCEPT**

☐ **NOT ACCEPTED AS WRITTEN**

- 2.9 Invoicing:** The contractor shall submit an invoice for each week spoils disposal to the appropriate city Division. All invoices shall reference at a minimum the following items:

Invoice Number	Date
Contract Number	Unit Price
Delivery Ticket Numbers	Product Description
Total Amount of Invoice	Quantity
Remit to Address	

The invoices will be reviewed by the Contract Managers and approved for payment at the unit price. Invoices are to be mailed to the appropriate department:

**CITY OF AUSTIN
PWD - STREET & BRIDGE OPERATIONS
ATTN: Accounts Payable
4411-A MEINARDUS
AUSTIN, TEXAS 78744**

**CITY OF AUSTIN
WATERSHED PROTECTION
ATTN: DONNA LEE BLISS
505 BARTON SPRINGS RD #1200
AUSTIN, TEXAS 78704**

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

- 2.8** Bidder submits their single point of contact information. A space is provided for this on the Bid sheet, Section 0600.

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

3.0 CONTRACT MANAGERS:

Street & Bridge Operations

Brenda Jimenez or Lisa Escobedo
4411-A Meinardus Drive
Austin, TX 78744
Phone: 512/974-7955 or 512/974-8758
Fax: 512/974-8760
Emails:

Brenda.jimenez@austintexas.gov
Lisa.escobedo@austintexas.gov

Watershed Protection Department

Donna Lee Bliss
505 Barton Springs Rd., #1200
Austin, TX 78704
Phone: 512/974-2530
Fax: 512-974-7294
Email: donna-lee.bliss@austintexas.gov

☒ **ACCEPT**
☐ **NOT ACCEPTED AS WRITTEN**

Authorized Signature:

I have reviewed the information contained herein and indicated our acceptance or non-acceptance. I understand that non-acceptance may cause my company's bid to be deemed non-responsive.

Firm Name: Texas Landfill Management, LLC

Authorized Representative

(Name/Title) Paul Gregory, Director of Recycling

**Authorized Representative
Signature:** _____

A handwritten signature in black ink, appearing to read 'Paul Gregory', is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.