

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Sludge Hauling & Disposal

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Sprint Waste of Texas, LP DBA GFL Environmental** (the “Company”), with an office at **1820 Candle Ridge Park, Houston, TX 77073**, City hereby engages the services of Company as an independent contract for Sludge Hauling & Disposal, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **February 6, 2024 through February 5, 2025** with option to extend the term for five (5) additional one -year periods with the same terms and conditions. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment A, up to an amount not-to-exceed **\$140,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

GFL Environmental
Attn: Jonathan Hill
16011 West Belfort
Sugar Land, TX 77498

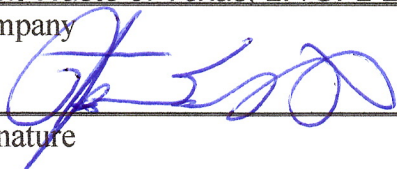
14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 29th day of January, 2024.

Sprint Waste of Texas, LP/GFL Environmental
Company



Signature

Jonathan Hill

Print Name

General Manager

Title

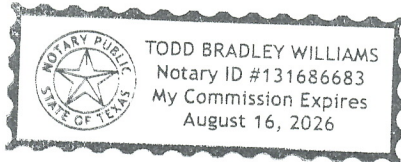
THE STATE OF TEXAS


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COUNTY OF HARRIS

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This instrument was acknowledged before me on this 29 day of January, 2024,
by Jonathan Hill, on behalf of said entity.





Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A
SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK
BID 2024-06: SLUDGE HAULING AND DISPOSAL

The City of Tomball is accepting sealed bids from qualified Contractors to furnish all labor and equipment necessary for the dewatering, hauling and disposal of wastewater treatment plant sludge, as needed, in accordance with all applicable State and Federal regulations. Sludge transportation and disposal must be taken to a permitted solid waste landfill or land application site for sewer sludge and biosolids collected from the City's two (2) Wastewater Treatment Plants:

- North Wastewater Treatment Plant, Permit Number WQ0010616001
 - 615 W. Hufsmith, Tomball, Texas 77375
- South Wastewater Treatment Plant, Permit Number WQ0010616002
 - 12411 Holderrieth, Tomball, Texas 77375

SCOPE OF WORK

It is the intention of the City of Tomball to enter into a services agreement with a reliable company to provide the required services in accordance with the Exhibit A – Scope of Work beginning January 18, 2024, and ending January 17, 2025. The City will have the right and option to extend the term for five (5) additional one-year periods with the same terms and conditions. The City of Tomball will also have the option and right to terminate the services agreement upon thirty (30) days written notice.

The City of Tomball employees will request transportation on an as-needed basis. No guarantee is made that a specific quantity of disposal will be made annually. The City reserves the right to make transportation requests as may be required during this agreement period as needed. All quantities are for estimating purposes only so that a unit price can be established for the item bid; actual quantities will vary and are not guaranteed. The estimated quantity is 250 Dry Metric Ton per year.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste landfill or a land application site for sewer sludge and biosolids. Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations.

Below is the full scope of work to be expected of the selected Contractor:

I. Hauling and Disposal Services

The services to be furnished in the services agreement will be for the transportation and disposal of dewatered filtered pressed municipal wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

A. South Wastewater Treatment Plant

i. 30-yard Roll Off:

1. A 30-yard roll off will be required at the South Wastewater Treatment Plant, with an average of two exchanges weekly.
2. The plant will typically average 1,600 cubic yards of dewatered Class B sludge for disposal annually.
3. Vendor must deliver a new roll off box during swaps so that one (1) roll off always remains at the treatment plant.

ii. Belt Press:

1. The facility may utilize a belt press in an emergency situation.

B. North Wastewater Treatment Plant

i. Belt Press:

1. The plant will require the sludge to be dewatered on site utilizing a contractor provided portable belt press. Average liquid sludge has a 2.4% solid content before dewatering.
2. The plant averaged approximately 1.2 million gallons of liquid Class B sludge that was dewatered by a portable belt press and hauled from the plant.
3. The contractor will be required to provide all the chemicals necessary, and all water used will be non-potable.
4. The belt press will be utilized on a schedule to be determined by staff.

II. Contract Requirements

- A. Solid Waste Disposal Sites must meet Texas Commission on Environmental Quality (TCEQ) 30 TAC Chapter 312 and 330 and United States Environmental Protection Agency (EPA) 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations or be controlled by land application for sewer sludge and biosolids.
- B. Interested companies are required to have been involved in sludge transportation for a minimum of three (3) years.
- C. Contractor must available to 24-hour on call notice 365 days per year.
- D. Contractor must provide City with normal, weekend and emergency telephone numbers.
- E. Contractor shall perform services on both scheduled and emergency basis to complete the necessary task.
- F. Contractor must be able to schedule a request within two weeks of notification.
- G. Contractor shall provide proof all federal, state, and local permits including U.S. EPA transport number, TCEQ permit number and the County permit number.
- H. Contractor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of dewatered sludge.
- I. Contractor will be responsible for all spillage of product that includes liquids, solids, fuels, and lubricants.
- J. Contractor shall be responsible for ensuring 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 of Tomball.

- K. Contractor shall supply the City of Tomball with a Municipal Sludge Manifest Ticket for each load transported. This manifest ticket shall contain the following information:
 - i. Name and address of the site where sludge was generated.
 - ii. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was disposed.
 - iii. Approximate volume of sludge load.
 - iv. Date and time of pickup
 - v. Name and address of hauler.
 - vi. Date and time of disposal.
 - vii. Signature verifying disposal date and time.
- L. Upon completion of loading of vehicle(s), the Contractor shall be responsible for all contents loaded onto the vehicle during transportation to legally approved disposal site.
- M. The Vendor shall be responsible for all damages that that may be caused by their transport vehicle(s) while loading, transporting, and disposing.
- N. Contractor must haul dewatered sludge on an as needed basis to ensure proper operation of the City's Wastewater Treatment Plants.
- O. Contractor will submit to the Wastewater Treatment Plant Supervisor an Annual Report, due by August 31 of each year, for both treatment plants. This report shall detail the City's sludge disposal activities and all other disposal activities at each disposal site utilized. The report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:
 - i. Name and location of disposal site(s).
 - ii. Owner of disposal site(s).
 - iii. Disposal site(s) TCEQ, EPA registration number where applicable.
 - iv. Date(s) of disposal.
 - v. Identity of hauler.
 - vi. Manifest numbers.
 - vii. Cumulative total amount (dry metric tons) of sludge deposited at each disposal site (applies to land application only).
 - viii. Facility where sludge was generated.
 - ix. Method of final disposal.
 - x. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
 - xi. Level of disinfection attained Class A or Class B (applies to land application only).
 - xii. Total number of loads, total cubic yards or gallons, and total dry tons, transported from each wastewater plant.
 - xiii. Land usage of disposal site(s) where sludge was deposited, including crops grown (applies to land application only).
- P. Contractor shall submit copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the City of Tomball with each monthly report.
- Q. Contractor shall provide applicable annual and quarterly testing for the North Wastewater Treatment Plant and the South Wastewater Treatment Plant for sludge disposed at a solid waste land fill or land application site, as required by the TCEQ and EPA discharge permits, including Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis.
- R. Contractor shall be responsible, at no cost to the City, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removed.

- S. Contractor shall be responsible for preparing and submitting an Annual Summary Report to the Wastewater Treatment Plant Supervisor no later than ten (10) working days before the deadline of September 1st.

III. Transport Vehicle(s) Requirements

- A. Contractor vehicles must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. The vehicle must be of sound quality and in good working order.
- B. A holding capacity of 30 cubic yard containers for filtered belt pressed sludge.
- C. Vehicle(s) must have the company name and company phone number on the tractor, trailer, and sludge containers.

**EXHIBIT B
BID FORM**

Provide a total cost estimate, including delivery expenses, for the requested services described in Exhibit A – Scope of Work.

EF

BID NUMBER 2024-06 : Sludge Hauling & Disposal - Belt Press & 30 yd. Roll Off

COST FOR SERVICES

Item	Description	Estimated Annual Quantity (gallons)	Unit Price Per Gallon	Total Cost
1	Cost per Ton for Sludge Hauling & Disposal during normal business hours (Mon-Fri, 8am-5pm) for pressed sludge cake, including haul, disposal & other cost (trip charge, service call, mileage, etc.)	300,000 <i>1,000,000</i>	\$0.0575	\$17,250.00 <i>57,500</i>

Other Services

Item	Description	Estimated Annual Roll Off Exchanges	Unit Price per Exchange	Total Cost
1	Price per 30 yard roll off to be supplied by vendor to the South Wastewater Treatment Plant (Cost includes exchange, trip charge, service call, milage, etc.)	100	\$819.00	\$81,900.00

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Company further agrees that with respect to the above required liability insurances, the City shall:

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- b. Be provided with a waiver of subrogation, in favor of the City,
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- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

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Notice to Company may be sent to the following address:

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City’s behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this ___ day of _____, 2024.

Company

Signature

Print Name

Title

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this ___ day of _____, 2024,
by _____, on behalf of said entity.

Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary