

CITY OF TOMBALL SERVICES AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

Description of Services: Vac Truck Services

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, **Hydro Clear Services, LLC** (the “Company”), with an office at **350 Neidigk Sawmill, Magnolia, TX 77354**, City hereby engages the services of Company as an independent contractor for **Vac Truck Services**, 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 Exhibit B – 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 **January 1, 2026 through December 31, 2026, with Five (5) additional one- year renewal options remaining**. 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 B, up to an amount not-to-exceed **\$160,000**.

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:

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|--|-----------------------|
| 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:

350 Neidigk Sawmill, Magnolia, TX 77354

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 _____, 2025.

Company

Signature

Print Name

Title

AGREED to and ACCPETED this ____ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

CSB 2025-19 – Vac Truck Services
EXHIBIT A
SCOPE OF WORK

I. General Description

The City of Tomball is accepting sealed bids to provide Vac Truck Services and regular maintenance of sewer system components. The required services and performance conditions are described in the Scope of Work (Exhibit A). The City of Tomball reserves the right to accept or reject any bid or item included.

It is the intention of the City of Tomball to enter into a contract with a reliable firm to furnish Vac Truck Services in accordance with the following specifications beginning January 1, 2026 and ending December 31, 2027. The City will have the right and option to extend the term for five (5) additional one (1) year periods with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described within the minimum specifications; further, it shall be the contractor's sole responsibility to make arrangements for all required procurement, transportation, off-site storage and preparation.

Each submitted bid must include a 10% Bid Bond or Cashier's Check with sealed submission.

II. Services to be Provided

- A. Sanitary and Storm Sewer Line Clearing: Efficiently clear blockages, debris, and sediment from sanitary and storm sewer lines using high-pressure water jets and vacuum systems.
- B. Sludge Removal: Safely extract accumulated sludge, sediment, and other materials from sewer lines, manholes, and lift stations.
- C. Hydro-Excavation: Utilize hydro-excavation techniques to expose underground utilities, repair damaged sewer lines, and locate sewer infrastructure.
- D. Line Televising: Conduct thorough inspections of sewer lines using advanced camera systems to identify defects, blockages, and structural issues.
- E. Lift Station Cleaning: Regularly clean and maintain lift stations, including wet wells, pumps, and associated components.

The services shall be performed promptly upon request by the contracting agency.

III. Technical Requirements

The vac truck used for these services must meet the following specifications:

- A. Capacity: The truck should have sufficient capacity for sludge removal and debris collection.
- B. High-Pressure Water Jet System: The truck must be equipped with a powerful water jet system capable of effectively clearing sewer lines.

- C. Vacuum System: A robust vacuum system is essential for efficient debris removal.
- D. Camera Inspection Equipment: The truck should have integrated camera equipment for line televising.
- E. Safety Features: Safety measures, including emergency shutoffs, protective guards, and warning lights, must be in place.
- F. Compliance: The truck must comply with environmental regulations and safety standards, including no cross contamination between sanitary and storm sewers.

The contractor shall maintain the vac truck in optimal working conditions throughout the contract period.

IV. Hours of Operation & Response Time

- A. The bidder must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays for the duration of the agreement.
- B. Under normal working conditions, bidder shall arrive at the scheduled time.
- C. In the event of an emergency, the successful bidder shall have a crew at the designated site within two (2) hours of the call from the City.
- D. It is the responsibility of the bidder to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the bidder by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).
- E. Service will be performed in a variety of government locations including wastewater treatment plants, sewage collection lift stations and water production plants. All unique requirements and/or regulations for each location shall be strictly followed by the bidder and the bidder's employees.
- F. For purpose of pricing service calls, the City's "normal business hours" are defined as being: 7:00 a.m. to 5:00 p.m., Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours."
- G. The bidder shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact for the City, the City shall be notified within 24 hours of the change.

V. Reporting & Documentation

The contractor shall provide detailed reports after each service, including:

- A. Work performed: Description of tasks completed.
- B. Quantities: Amount of sludge removed, sewer lines cleared, etc.
- C. Camera Inspection Results: Findings from line televising.

All records shall be submitted electronically within five business days.

VI. Insurance Requirements

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

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

EXHIBIT B: CSB 2025-19 : Vactor Services & Regular Maintenance of Sewer System Components

COST FOR VACTOR SERVICES

Item	Description	Cost per Gallon	
1	Cost per Gallon for Vactor Services during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	\$.60	Zero dollars and sixty cents.
2	Cost per Gallon for Vactor Services outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	\$.60	Zero dollars and sixty cents.
3	Minimum Service Charge - Bid item resulting from a service call requiring less than 1,250 gallons, which will serve as the minimum charge for this service	\$ 1,400.00	One thousand four hundred dollars and zero cents.

Large Vactor Services

Item	Description	Cost per Gallon (price should include all charges associated with performed work including haul, disposal, trip charge, etc)	
1	Large Vactor Services will include scheduling the equipment, personnel and all other necessary items to complete the service request for lift station wet well, aeration basins, chloring contact basins, digestors and Sanitary Sewer Overflow clean outs.	\$ 210.00 per CY	Two hundred and ten dollars and zero cents per cubic yard.

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Cost for Regular Maintenance of Sewer System

Item	Description	Cost	
1	Cost per hour for Hydro - Excavating during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	\$ 350.00	Three hundred and fifty dollars and zero cents.
2	Cost per hour for Hydro - Excavating outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	\$ 350.00	Three hundred and fifty dollars and zero cents.
3	Cost per hour for Line Televising, Including copy of Video	\$ 180.00	One hundred and eighty dollars and zero cents.

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