



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Wastewater Transport Services** (“Contractor”), located at **10217 A. Wallisville Road., Houston, TX 77013** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Grit Screening / Sludge Transportation and Disposal Services**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **June 1, 2026** and shall expire on **May 31, 2029**. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$1,871,760.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and

\$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any

information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM**

NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt

or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except

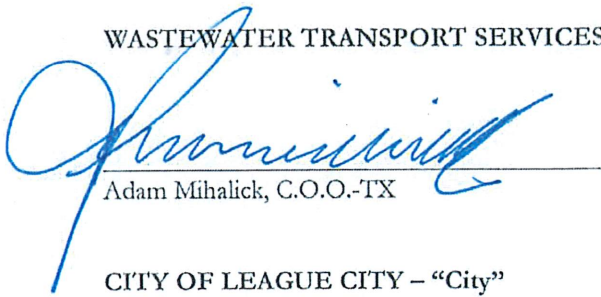
by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____ . (date to be filled in by City Secretary)

WASTEWATER TRANSPORT SERVICES - "Contractor"



Adam Mihalick, C.O.O.-TX

CITY OF LEAGUE CITY - "City"

John Baumgartner, ICMA-CM, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are **16** pages for Exhibit A, including this page)

Grit Screening / Sludge Transportation and Disposal Services.

With two (2) additional one-year renewal options available.

League

City, TX 77573

Receipt of Bids and Sign-In Sheet will be uploaded to the City Website within 48 hours after bid opening.

F. BID AWARD

It is the intention of the City to award this bid to the lowest reasonable and responsible bidder. The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City to accomplish all services outlined in this bid. The City reserves the right to disqualify any bidder who attempts to alter or modify the specifications listed in the scope of work. It is the intent of the City to award a three (3) year contract, with the option for two (2) one-year renewals, or any combination thereof not to exceed five (5) years.

G. REFERENCES

Bidder is to provide at least five (5) references, with at least two (2) from governmental agencies, for which you have provided this type of goods/services. Include the name of the agency, contact name, telephone number, email address, date/length of the contract and a brief summary of work performed.

III. SCOPE OF WORK

A. INTRODUCTION

The City of League City seeks competitive bids for ITB 26-028 Grit Screening: Sludge Transportation and Disposal for Wastewater Treatment Plants. The transportation and disposal of wastewater treatment plant sludge must be in compliance with 30 TAC Chapter 312 at TCEQ-permitted solid waste landfills or approved third-party processing facilities. The purpose of these specifications is to establish the minimum requirements for the City of League City's annual sludge transportation and disposal contract. The quantities listed in the Invitation to Bid and any attached documents are estimates based on historical usage and are provided to familiarize bidders with anticipated volumes during the contract period. These estimates do not represent minimum or maximum contract quantities and shall not be construed as such. This contract is intended to support routine, continuous operations as well as larger projects that may occur within the City. Bidders must be in full compliance with all local, state, and federal laws and policies related to the good/service provided.

B. TERM OF CONTRACT

Contract term is three (3) years with the option to renew for two (2) additional one (1) year periods with no more than a 3% escalation per year. Any renewal including a pricing escalation must be justified by a measurable economic indicator (e.g. CPI).

C. BACKGROUND INFORMATION

Presently, the City's two activated sludge wastewater plants produce an average monthly yield of approximately 180 dry tons/55 loads of de-watered sludge cake @ 16% - 24% solids content. All quantities are estimates based on historical sludge production and are not guaranteed for the term of contract.

Sludge Production (Estimate):

2% - 4% of liquid sludge

16% - 24% of solid sludge

2100 dry tons /year

All sludge shall be disposed of in compliance with 30 TAC Chapter 312 at TCEQ-permitted solid waste landfills or approved third-party processing facilities.

COLLECTION LOCATIONS:

1. Dallas Salmon Wastewater Treatment Plant (DSWWTP)
703 N. Wisconsin Ave.
League City, Texas, 77573
2. Southwest Water Reclamation Facility (SWWRF)
1551 S. Maple Leaf Dr.
League City, Texas, 77573

OFFICE BUSINESS HOURS:

Monday - Thursday: 7:00 a.m. – 5:00 p.m.

Friday: 7:00 a.m. – 11:00 a.m.

PLANT HOURS:

Monday – Sunday: 7:00 a.m. to 5:00 p.m.

D. TRANSPORTATION

The Bidder will transport the de-watered sludge cake from the Southwest Water Reclamation Facility (SWWRF), 1551 S. Maple Leaf Dr. and the Dallas Salmon Wastewater Treatment Plant (DSWWTP), 703 N. Wisconsin, to a TCEQ-permitted solid waste landfill or approved third-party processing facility. The Bidder will also transport incidental liquid sludge loads between DSWWTP and SWWRF, approximately 6 miles one way.

E. SCHEDULING SERVICES

All scheduling will be coordinated through the Chief Plant Operators of both treatment facilities, based on operational needs. Bidder must inform the City in advance of any days they may not be able to fulfill a haul to a TCEQ-permitted solid waste landfill or approved third-party processing facility. The bidder shall not enter the property before 7:00 a.m. Monday – Sunday.

F. SWAP OF CONTAINERS

A swap out of containers may be required on Sundays between 7:00 a.m. – 5:00 p.m.

G. NOTIFICATION

City of League City (COLC) will provide at least 12 hours' notice if there is not a container ready to haul/swap. The City will contact the bidder to notify either a change in time or cancellation of a haul/swap.

The bidder will notify the City ASAP in any instance in which a bidder is behind schedule, or the Bidder is unable to complete a haul/swap.

H. DUMMURAGE

City of League City (COLC) will only be charged a demurrage fee if the City is responsible for a haul/swap lasting longer than the acceptable allotted time (2 hours per visit) for container haul/swap.

I. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REQUIREMENTS

1. Sludge disposal shall comply with 30 TAC Chapter 312 and shall occur at Texas Commission on Environmental Quality (TCEQ)–permitted solid waste landfills or approved third-party processing facilities.

a) The City does not intend to utilize beneficial re-use (land application) for this contract term.

(1) The City requests that if re-use opportunities return to areas that provide savings in disposal fees, it shall be notified accordingly, for consideration of future contract term.

2. 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.

J. GRIT SCREENING

1. Estimate: Twenty (20) loads per year

2. Requirements:

- a) Provide monthly rental charge for four (4) Roll-off Watertight Containers (25 yard). Each watertight container must be able to haul a minimum of 22 yards of material with a maximum weight of 40,000 pound (if hauled by an 18-wheeler tractor trailer or weight limits applicable to bobtail style trucks). Three (3) roll-offs located at
DSWWTP (typically requires bobtail)
- b) Disposable liners to be provided with each new container (one liner per box/load).

K. GENERAL REQUIREMENTS

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

Bids will only be considered by companies who have been involved in sludge transportation for a period of more than three (3) years.

L. BIDDER REQUIREMENTS

1. The Bidder must be subject to 24 hours on call notice 365 days per year. Bidder must provide the City with normal, after-hours and emergency telephone numbers.
2. The Bidder shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of both dewatered and liquid sludge.
3. The Bidder must show proof and provide the City with copies of the following:
 - a) All federal, state, and local/City permits to include: U.S. EPA transport number, TCEQ permit number and the county permit number.
4. Upon completion of loading of vehicle(s), the Bidder shall be responsible for all sludge loaded onto vehicle during transportation to the destination of disposal.
5. The Bidder shall be responsible for any and all damages that may be caused by their transport vehicle(s) while loading, transporting, and disposing of the City's sludge to the extent caused by Bidder's negligence or willful misconduct.
6. The Bidder must haul liquid and/or de-watered sludge cake on an as needed basis to ensure proper operation of the City's wastewater plants.

M. SPILLAGE RESPONSIBILITIES

1. Bidder will be responsible for all spillage of products from Bidder's vehicles and equipment that includes liquid and dewatered solids, fuels, and lubricants.
2. The bidder shall be responsible for ensuring that all spills or damages caused by spillage from Bidder's vehicles or equipment 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.

N. VEHICLE/ TRAILER/ CONTAINER REQUIREMENTS

The Bidder's transport vehicle(s) must meet the following requirements:

1. A holding capacity of 5000 gallons or greater for liquid sludge and 30 cubic yards for Dallas Salmon WWTP (filled to 22 cubic yards) with (approximately 38,000 pounds) and 25 cubic yards for Southwest Water Reclamation Facility (filled to 20-22 cubic yards) with (approximately 38,000 pounds) of de-watered sludge cake.
2. Liquid sludge trucks must be equipped with a transfer pump large enough to permit loading and unloading of sludge in a reasonable amount of time (30-60 minutes).
3. Liquid sludge trucks must have adequate means of loading and unloading aerobically digested sludge to and from existing plant digesters. It is the responsibility of the bidder to provide all the necessary transfer equipment including: Pumps, hoses, adapters, etc. and must be capable of hooking up to the existing system at plant site(s).
4. Vehicle(s) and Trailer(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be in sound and reliable working order. Hydraulics and drive train fluids shall be leak free.
5. Vehicle(s) must have the company name and company phone number on the tractor, trailer, and sludge containers.
6. Roll-Off Containers must be in structurally sound condition and leak free. All box rollers shall keep functional and repaired immediately upon failure to prevent paving surface damage in loading areas. Boxes must be reasonably aesthetically pleasing for the purpose of public perception.

O. REPORTING REQUIREMENTS

1. The Bidder will submit to the Public Works Manager a Monthly Report for each wastewater plant, to include the following information:
 - a) Name and location of disposal site(s).

- b) Owner of disposal site(s).
- c) Disposal site(s) TCEQ, EPA registration number where applicable.
- d) Date(s) of disposal.
- e) Identity of haulers.
- f) Quantity (volume) of sludge hauled.
- g) Facility where sludge was generated.
- h) Method of final disposal.
- i) Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
- j) Level of disinfection attained Class A or Class B. (applies to land application only)
- k) Total number of loads, total cubic yards or gallons, and total dry tons transported from each wastewater plant.
- l) Copies of completed Municipal Sludge Manifest Tickets will be submitted with each monthly report.

2. The Bidder will supply the City with a Municipal Sludge Manifest Ticket for each load of sludge transported. This manifest ticket shall contain the following information:

- a) Name and address of site where sludge was generated.
Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was finally deposited.
- b) Approximate volume of sludge load.
- c) Date and time of sludge pickup.
- d) Name and address of hauler.
- e) Date and time of disposal.
- f) Signature verifying proper disposal of sludge.

3. The Bidder will provide applicable annual and quarterly testing for each of the City's two (2) wastewater treatment plants for sludge disposed of at a solid waste landfill, as required by the City's TCEQ and EPA discharge permits:

- a) A Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis, with a Matrix spike split. This analysis along with paint filter test will be completed one (1) time per year in August.

4. The Bidder will submit a comprehensive Quarterly Report to the Public Works Manager. The quarterly report will be due in February, May, August, and November. This report will detail the City's sludge disposal activities and all other disposal activities at each disposal site. This report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:

- a) Name and location of disposal site(s).
 - b) Disposal site(s) TCEQ and EPA registration numbers, where applicable.
 - c) Owner of disposal site(s).
 - d) Method of final disposal.
 - e) Cumulative total amount (lbs./acre) of sludge deposited at each disposal site. (Applies to land application only)
 - f) Test results of the TCLP with Matrix Spike Split.
 - g) Land usage of disposal site(s) where sludge was deposited, including crops grown. (Applies to land application only)
5. Bidder shall be responsible for preparing and submitting an Annual Summary Report to the Wastewater Superintendent, no later than 10 working days before the deadline of September 1st.

P. WASTE MATERIALS

Bidder shall not be required to collect "Excluded Waste" defined as follows: Waste materials (e.g. sludge) collected under this Contract specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste ("Excluded Waste").

Hazardous waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law. In addition, any waste that does not conform to the Special Waste Profile Sheet supplied by the City is Excluded Waste

Q. SPECIAL WASTE PROFILE SHEET

City shall utilize Bidder's approved Special Waste Profile Sheet, signed by an authorized City officer or City's authorized senior on-site manager responsible for environmental compliance, containing a complete and accurate description of the waste stream, including the generating process and chemical and physical characteristics. The "Special Waste Profile Sheet" is Bidder's form of documentation that the City must complete, and Bidder must approve, with respect to any waste prior to Bidder's acceptance of such waste.

R. TITLE TO WASTE

Title to and liability for any Excluded Waste shall at no time pass to Bidder. All materials to be properly disposed of as per all applicable regulatory requirements, including but not limited to; Title 30 of the Administrative Code, Chapter 330, Municipal Solid Waste.

S. ADDITIONAL PROVISIONS

Bidder 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 removal.

IV. PROCEDURE & CONDITIONS

A. General

This will be a contract, upon the mutual agreement of the parties. The terms, conditions, and requirements for the contract are to be evidenced in this Invitation to Bid (ITB) and incorporated into the City's standard agreement. A copy of the City's standard agreement, including its terms, is included in this ITB. The City, acting through the City Manager or their designee, reserves the right to deviate from the terms, conditions, or requirements of this ITB when, in their sole discretion, such deviation is deemed to be in the best interest of the City. Bidders acknowledge and accept that the City's authority includes discretion to determine the applicability of any deviations on a case-by-case basis and that such decisions are final and non-appealable. By submitting a bid, bidders agree to the terms of this reservation of rights and waive any claim against the City, its officials, or employees for the exercise of such discretion.

PROCEDURE:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City.

DOCUMENTATION: Bidders shall provide with their response all documentation required by this Invitation to Bid (ITB). Failure to provide this information may result in rejection of the bid.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The City is not liable to bidders for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the bidder.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a bid may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: After receipt of the bids, City of League City will evaluate the bids based upon the evaluation criteria set forth in the ITB. It is the City's intent to enter into a contract with the lowest priced bidder(s) or the bidder(s) that offer the "best value" to the City. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid. In the alternative, the City reserves the right to reject any and all bids.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any bidder in preparation of a submittal in response to this ITB, in conduct of a presentation, or any other activities related to the response of this ITB.

INSURANCE REQUIREMENTS: Bidder shall maintain, at their sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth in the contract with companies satisfactory to the City with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the contract shall be delivered to the City within fifteen (15) days that Notice to Proceed has been accepted by bidder.

ADDENDA: Any interpretations, corrections or changes to this ITB and specifications will be made by addenda. The sole issuing authority of such addenda shall be the City of League City Purchasing Department. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/Bids.aspx>. Once issued, an addenda becomes a part of the ITB documents. Bidders shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within Attachment A.

LATE SUBMISSIONS: Bids received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the front desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

ALTERING SUBMISSIONS: Bids cannot be altered or amended after the submission deadline. Any alterations or amendments made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this ITB. Your response to this ITB is an offer to contract with the City based on the terms, conditions, and specifications contained in this ITB. If any of the mandatory contract terms are unacceptable to you, please do not respond to this ITB.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one bid on any one contract from a bidder or individual under different names shall be grounds for rejection of all bids in which the bidder or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between bidders. Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this ITB, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within Attachment A must be completed and turned in with each bid.

PURCHASE ORDER: City of League City may generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the bid price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, accountspayable@leaguecitytx.gov. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful bidder(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Bidders should include in their bid all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf>

RENEWALS: Renewal options executed under this ITB may occur only if: (1) a renewal option is expressly referenced in this ITB and (2) upon the execution of a new written agreement signed by both parties. A renewal is intended to serve as an extension of the original agreement, under the same or substantially similar terms. The inclusion of a renewal option in this ITB shall not be construed as a commitment or obligation by either party to enter into a renewal. As such, the City retains the right, in its sole discretion, to accept or reject any proposed renewal or associated renewal terms.

ITB 26-028
Grit Screening- Sludge Transportation and Disposal for
Wastewater Treatment Plants

ITB 26-028 Cover Sheet
Due Date: Wednesday, March 18th, 2026, at 11a.m.

Wastewater Transport Services

Name of Firm/Company

X ADAM M. MILLER OF
Agent's Name (Please Print)

C.O.O
Agent's Title

10217 A. Wallisville Rd. Houston TX 77013
Mailing Address City State Zip

713-828-5487 Miller@wastewater-ts.com
Telephone Number Email Address

[Signature]
Authorized Signature

3/17/2026
Date

Submission Checklist

Submission package shall consist of the following items.

- Cover Sheet
- Bid (If hard copy submitted: one copy marked "original" and one copy marked "copy")
- Cost Sheet
- References
- Public Information Act Form
- HB 89 Verification Form
- Conflict of Interest Questionnaire (if required)

Certification and Addenda Acknowledgement

Agent must initial next to each addendum released to verify receipt:

Addendum #1 X AM Addendum #2 AM Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

**ITB 26-028
Grit Screening- Sludge Transportation and Disposal for
Wastewater Treatment Plants**

**ITB 26-028 Cost Sheet
Due Date: Wednesday, March 18th, 2026, at 11a.m.**

Unit prices listed below are good for ninety (90) calendar days after receipt of bid.

Sludge Transportation and Disposal: LANDFILL

Item	Description	Per	Unit Price	Estimated Quantity	Extended Price
1	Liquid Sludge (Est. 5,000 gallons/load) From/To DSWWTP OR From/To SSWRF	Gallon	\$ 0.10	5,000	\$ 500
2	De-watered sludge cake Dry Ton refers to dewatered sludge cake.	Dry Ton	\$ 70	1,800	\$ 126,000
3	Watertight box rental	Each	\$ 8	60	\$ 480
4	Miscellaneous (List items below)				
			\$		\$
TOTAL- SLUDGE TRANSPORTATION AND DISPOSAL- LANDFILL			\$	126,500	

**ITB 26-028
Grit Screening- Sludge Transportation and Disposal for
Wastewater Treatment Plants**

Sludge Transportation and Disposal: COMPOST, if applicable

Item	Description	Per	Unit Price	Estimated Quantity	Extended Price
1	Liquid Sludge (Est. 5,000 gallons/load) From/To DSWWTP OR From/To SWWRF	Gallon	\$ 0.10	5,000	\$ 500
2	De-watered sludge cake Dry Ton refers to dewatered sludge cake.	Dry Ton	\$ 70	1,800	\$ 126,000
3	Box rental	Each	\$ 8	60	\$ 480
4	Miscellaneous (List items below)				
			\$		\$
TOTAL- SLUDGE AND DISPOSAL- COMPOST			\$	126,500	

ITB 26-028
Grit Screening- Sludge Transportation and Disposal for
Wastewater Treatment Plants

GRIT SCREENING- TRANSPORTATION AND DISPOSAL

Item	Description	Per	Unit Price	Estimated Quantity	Extended Price
1	Haul charge on Grit and Screening	Load	\$ 500	8	\$ 4,000
2	Disposal Charge	Container	\$ 400	8	\$ 3,200
3	Rental Charge	Container	\$ 8	48	\$ 384
4	Miscellaneous (List items below)				
			\$		\$
TOTAL GRIT SCREENING- TRANSPORTATION AND DISPOSAL			\$	7,200	

GRAND TOTAL BID PRICE LANDFILL AND GRIT	\$ 7,584
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