

CONTRACT ROUTING FORM

Contract No. _____ Project No. _____ Bid No. _____ RFP No. _____

☐ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR:

CONTRACT DESCRIPTION:

CONTRACT VALUE:

GL ACCOUNT NO:

GRANT FUNDED: ☐ NO ☐ YES If YES, Grant No.

SIGNATURES RECOMMENDING APPROVAL

Conner McGowan 8/23/22
PURCHASING/CONTRACT COORDINATOR DATE

LEGAL DEPARTMENT DATE

DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

APPROVED and EXECUTED

DIRECTOR ADMINISTERING CONTRACT (\$10,000 or less) DATE

CITY MANAGER/ASST CITY MANAGER (\$50,000 or less) DATE

MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

PURCHASING DATE

for Purchasing Use Only

Insurance Certificates: attached
Performance Bond: X
Payment Bond: X
Form 1295: 2022-858187

For City Secretary Use Only

Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: Item No.:

**Ratification & Amendment No. 1
to the Agreement between
Wastewater Transport Services, LLC
and the
City of Georgetown, Texas**

This Ratification and Amendment are made and entered into by and between WASTEWATER TRANSPORT SERVICES, LLC ("Vendor") and the CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation ("City"), (collectively, the "Parties") which hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on March 22, 2022, for Sludge Hauling and Disposal Services, Contract 22-0051-SC ("Original Agreement");

WHEREAS, in June 2022, the Dove Springs Waste Water Treatment Plant 2 shut down due to clarifier drive 2 failing, and upon draining the clarifier and aerating the basin, the City discovered damaged diffusers and sludge that had amassed over sixteen years, creating an emergency situation;

WHEREAS, as a result of the emergency, the City was required to utilize sludge hauling services from the Vendor to clear the sludge as soon as possible and restore service;

WHEREAS, the cost of these services amounted to \$181,353.93;

WHEREAS, the City desires to amend the Original Agreement to include the Vendor's emergency services; increase the not-to-exceed amount of the Original Agreement for the first term from \$750,000.00 to \$931,353.93; and to ratify the authorization of services performed in accordance with the Original Agreement, as amended, between June 30, 2022 and July 7, 2022.

NOW THEREFORE, in consideration for the mutual benefits to be derived by the parties from this Ratification and Amendment and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree to ratify the authorization of services performed in accordance with the Original Agreement, as amended, between June 30, 2022 and July 7, 2022 in an amount not to exceed \$181,353.93.
2. The Parties agree to amend the Original Agreement to include Vendor's emergency services in the Scope of Services and increase the not-to-exceed amount for the first term from \$750,000.00 to \$931,353.93.
3. All other terms of the Original Agreement not inconsistent with this Ratification shall apply. Except as expressly modified by this Ratification, the Agreement remains unchanged and in full force and effect, subject to its terms.
4. This Ratification is effective on the date executed by the City.

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

**WASTEWATER TRANSPORT
SERVICES, LLC.**

By: Cory Ryan July

Printed Name: CORY JUBY

Title: Operations Manager

Date: 08/19/2022

CITY OF GEORGETOWN

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

CONTRACT ROUTING FORM

Contract No. 22-0051-SC Project No. _____ Bid No. 202211 RFP No. _____

☒ New Contract ☐ Renewal ☐ Change Order ☐ Amendment ☐ Assignment ☐ Other

NAME OF CONTRACTOR: Wastewater Transport Services, LLC

CONTRACT DESCRIPTION: Sludge Hauling and Disposal Services

CONTRACT VALUE: \$750,000

GL ACCOUNT NO: _____

GRANT FUNDED: ☒ NO ☐ YES If YES, Grant No. _____

SIGNATURES RECOMMENDING APPROVAL

Nicole Abrigo 3/10/2022
PURCHASING/CONTRACT COORDINATOR DATE

Skye Masson 3/22/2022
LEGAL DEPARTMENT DATE

DIRECTOR ADMINISTERING CONTRACT (greater than \$10,000) DATE

APPROVED and EXECUTED

n/a _____
DIRECTOR ADMINISTERING CONTRACT (\$10,000 or less) DATE

n/a _____
CITY MANAGER/ASST CITY MANAGER (\$50,000 or less) DATE
Robyn Denmore 03/22/2022
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

FINAL PROCESSING

Nicole Abrigo 3/25/2021
PURCHASING DATE

for Purchasing Use Only
Insurance Certificates: attached
Performance Bond: X
Payment Bond: X
Form 1295: 2022-858187

For City Secretary Use Only
Originals sent to CSO:
Scanned into Laserfiche/Global:
Council Date: March 22, 2022
Item No.: X



SLUDGE HAULING AND DISPOSAL SERVICES

ITB No. 202211

March 4, 2022

INVITATION TO BID SERVICES

CITY OF GEORGETOWN

300-1 Industrial Ave
Georgetown, TX 78626

PO Box 409
Georgetown, TX 78627

TABLE OF CONTENTS

INTRODUCTION	2
DEFINITIONS	2
NOTICE TO BIDDERS	3
STANDARD TERMS and CONDITIONS	4
SPECIAL TERMS and CONDITIONS	18
SPECIFICATIONS	20
EVALUATION AND AWARD	25
PRICING INSTRUCTIONS	27
CERTIFICATION and ACKNOWLEDGMENTS FORMS	29-30
SAMPLE ANALYSIS REPORT	EXHIBIT 1

INTRODUCTION

Bids are solicited for **Sludge and Disposal Services** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties.

Sludge Hauling and Disposal Services include transporting dewatered biosolids for disposal from City water and waste-water treatment facilities, and occasional pumping liquid sludge and, transporting sludge to another City facility and/or to another disposal point. Transporting biosolids for disposal for various City water and waste-water treatment facilities. The City will require Successful Bidder(s) to provide environmentally and regulatory acceptable storage and transport containers for biosolids to be placed on various City treatment facilities for filling by City staff. The sludge pumping, sludge and biosolids transportation and biosolids disposal services ("Services") will be ordered on an as needed basis.

The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Bidder to furnish the goods or equipment specified within this solicitation and obligating the City to pay for the goods or equipment as specified. This may be an authorized purchase order.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed and submitted response to this solicitation that, if accepted, would bind the Bidder to perform the resulting contract.

C. BIDDER

The entity or individual who is identified throughout the solicitation that they consider themselves qualified to provide the goods or equipment specified herein, and are interested in making an offer to provide the goods or equipment to the City.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL – The governing body of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in

response to advertisement for invitation. The term “e-bid” and/or “electronic bid” means the Bidders’ electronic bid submitted to the City by way of the E-bid system. The terms “electronic bid” or “e-bid” are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to an Invitation to Bid.

G. GOODS

Materials, supplies, commodities and/or equipment.

H. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

I. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

J. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the goods or equipment to be procured.

K. VENDOR/CONTRACTOR

Person or business enterprise providing goods, equipment or services to the City as fulfillment of obligations arising from an agreement or purchase order.

NOTICE TO BIDDERS

A. FORMS

All Responses must be submitted on the form(s) as required by the City, and accompanied by all required attachments.

B. NOTICE

All Bids are due on or before **2:00 p.m. on March 4, 2022**. Solicitations are posted and available to download from the City of Georgetown’s On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

Bidders may receive notice of Bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

C. RECEIPT OF BIDS

- 1. Electronic Sealed Bids.** Electronic Bids shall be submitted through the City's web site at: <https://georgetown.ionwave.net/Login.aspx>. All interested Bidders are required to register as a "Bidder" on the City's E-bid System at the above web address and clicking on "Bidder Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Bid was dispatched will not be considered; the Bidder must ensure that the Bid was properly uploaded in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

D. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation may be submitted electronically via the City's E-bid system or in writing to the following individual:

Nicole Abrego

Senior Buyer

Nicole.abrego@georgetown.org

The deadline for written or electronic questions **February 28, 2022 at @ 5:00 p.m.**

E. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders	February 17, 2022
Advertisement Dates	February 20 & 27, 2022
Deadline for Questions and Inquiries	5:00 PM CST February 28, 2022
ITB Due Date	2:00 PM CST March 4, 2022
Earliest Award by City	April 2022

The City reserves the right to modify these dates.

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this bid effects a working contract between the City and the successful Bidder. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any commodities or equipment without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this bid, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

The successful Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

F. AWARD of CONTRACT

The award of a contract will be made to the Bidder providing the best value to the City. Best value criteria to be considered for award follows:

- conformity to specifications;
- purchase price, including payment discount terms;
- the reputation of the Bidder and of the Bidder's goods or services;
- the quality of the Bidders's goods or services;
- the extent to which the goods or services meet the City's needs;
- the Bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- scheduled pick-up terms;
- payment terms;
- availability of materials, including but not limited to location and times of pick-up or delivery.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

G. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin or any of the legally recognized suspect classification, in consideration for an award.

H. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Bidder List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

I. CERTIFICATION

This Solicitation includes a certification page. Bidder must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Bidder.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Bidders in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

J. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

K. CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

L. COLLUSION

Advanced disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

M. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidders and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box

409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

N. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

O. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any purchasing agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States (if allowed under federal law), or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the solicitation and may be rejected as not being a responsible Bidder and not considered in future Solicitations for the same type of purchase unless the specifications are significantly modified.

P. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of

receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

Q. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

R. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

S. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its response a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Bidder or in which the Bidder has been judged guilty.

T. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the

claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute (the "Notice"), then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties fail to resolve the dispute through mediation within one hundred twenty (120) days of the Notice, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

U. EFFECTIVE DATE and TERM

This Bid shall be effective upon Acceptance and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

V. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all standard terms and conditions and specific requirements will be complied with, without exception.

W. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of the party. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

X. FORMS

All Responses must be submitted on the form(s) as required by the City, and accompanied by all required attachments.

Y. FRAUD

Fraudulent statements by the Bidder on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

Z. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing

the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

AA. INDEPENDENT CONTRACTOR

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture between the parties. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

BB. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT.

CC. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall immediately be notified of the claim and have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph.

DD. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

EE. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Bidder(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

FF. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

GG. INVALIDITY

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

HH. LIABILITY

Vendor shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

II. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the City's

request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

JJ. LOCAL BUSINESS PRESENCE

The City seeks opportunities for businesses in the Georgetown City limits to participate on City contracts. Bidder shall specify if the Bidder or Subcontractor(s) proposed are local businesses in the City of Georgetown, Texas. Section 271.9051 of the Texas Local Government Code authorizes a municipality in certain instances to consider a Bidder's location in the determination of a bid awarded if the lowest bid received is from a business outside the municipality and contracting with a local Bidder would provide the best combination of price and other economic benefits to the municipality. The City reserves the right to request a Bidder to complete a claim form and provide information and supporting documentation for review and consideration of local preference.

KK. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable or assignable either party.

LL. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Manager.

MM. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

NN. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, or emailed directly to Accounts Payable at AP@georgetown.org and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payments by Electronic Funds Transfer:

In an effort to expedite Vendor payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If you would like to receive payments electronically, you may request an ACH Form from Accounts Payable at AP@Georgetown.org

4. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

5. Right To Audit:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

6. Firm Pricing:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting

competition, as to any matter relating to such fees with any other firm or with any competitor.

7. Price Warranty:

The Bidder warrants the prices quoted are not materially higher than the Bidders current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

OO. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself if allowed by law.

PP. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

QQ. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Purchasing Agent.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - The name, address and telephone number of the protestor.
 - The signature of the protestor or protestor's representative.
 - The solicitation or contract number.
 - A detailed statement of the legal and/or factual ground of the protest.
 - The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: The listed buyer. Award will be made in the best interest of the City.

RR. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from disclosure under the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

If a Bidder believes that a Response or parts of a Response are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

SS. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

TT. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

UU. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

VV. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

WW. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

XX. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

YY. TAX EXEMPT

Bidders bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

ZZ. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

AAA. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Agreement shall be Georgetown, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

BBB. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

CCC. WITHDRAWAL by CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all bids received as a result of this ITB.
- Waive or decline to waive any informality and any irregularities in any bid or responses received.
- Withhold the award of contract(s).
- Select Bidder(s) that provide the best value to the City.
- Terminate the RFP process.

DDD. WITHDRAWAL by BIDDER

Bidder may request withdrawal of a sealed Bid ***prior to the scheduled opening time***, provided the request for withdrawal is submitted to Purchasing in writing. The Ebid system will allow supplier retraction of their electronic submission and resubmission prior to the bid due date.

SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown. and shall remain in full force and effect with firm fixed prices for one full year.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to four (4) additional one (1) year periods. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all services are firm for the initial term of the original agreement. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5)% increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period or at the City's discretion, approve an increase of more than five (5) % per renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

C. ACCEPTANCE/INSPECTION

Acceptance inspection should not take more than five (5) working days. The awarded Bidder will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the City shall have the right to

contract with another vendor to perform the work and VendorBidder hereby waives any right to payment or compensation for the unaccepted work.

D. PERFORMANCE REVIEW

The City reserves the right to review the awarded Bidders' performance anytime during the contract term.

E. SAFETY

The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:

1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.

F. SUBCONTRACTORS

If the Successful Bidder utilizes Subcontractors in providing the services under the Agreement, the Bidder shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Bidder is responsible for the Vendor's own acts and omissions. The Successful Bidder shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and

- f. Shall pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City

G. WORKFORCE Successful Bidder shall:

1. Ensure Bidder 's employees perform the services in a timely, professional and efficient manner;
2. Ensure Bidder's employees, while working on City property, wear a company uniform that clearly identifies them as the Bidder's employee;
3. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

SPECIFICATIONS

A. PURPOSE

The City is procuring the services as described herein for the benefit of the public. The city requests the successful bidder to consider the City as a customer of priority and shall make its best effort to provide the City the requested services in as timely a manner as possible with the upmost regard to environmental concerns.

B. BIDDER QUALIFICATIONS

Bidder shall be responsive, responsible and have the capability, experience, personnel and equipment to render the services for the duration of the contract term as specified herein. Bidder shall:

1. Be registered with the Texas Commission on Environmental Quality (TCEQ) as a sludge/biosolids transporter and be in compliance with all federal, state, local, environmental laws, ordinances, rules and regulations to include the Environmental Protection Agency (EPA) relating to providing the services as specified herein;
2. Be an experienced, registered/licensed/certified sludge hauling contractor and provide a copy with bid response of all required licenses, certificates, and permits;
3. Have at a minimum two (2) years' experience in the sludge hauling and disposal business;
4. Provide, prior to award, proof of insurance to meet the requirements
5. Employ drivers who are licensed and have all certifications or licenses required to handle and transport sludge. All certifications must be maintained and up to date for the duration of the resultant contract or purchase order

C. SCOPE OF SERVICES

1. The Services required consist primarily of picking up dewatered biosolids, in contractor owned and/or city owned roll-offs from various facilities, transporting it, and properly disposing of it at a landfill, or other environmentally/regulatory acceptable disposal site. Contractor shall provide environmentally sound standard biosolids roll-off containers to be placed at 4 of the 6 City properties. Contractor shall be prepared to pick up City-owned roll-

offs at two facilities. Additionally required, will be the pumping waste-water sludge from various facilities and transporting it to other facilities for processing.

The handling and transportation of sludge and biosolids shall be performed with standard methods and practices and in accordance with all environmental and safety laws, rules, ordinances and regulations.

The City reserves the right to inspect all vehicles and loads entering and leaving the treatment plants.

2. LINE ITEMS

The Services are separated into four (4) distinct line items as defined below. Payments for all services and containers shall be monthly based on actual quantities hauled as set out in items 1, 2 and 3 below:

2.1 Item No. 1: Liquid Sludge Transportation:

Haul liquid in transports with up to 7,000 capacity from all facilities:

- Berry Creek Waste-water Treatment Plant
30005 Briarcrest Drive
Georgetown, Texas 78628
Coordinates: 30.709061106246633, -97.66282196891893

- Cimarron Hills Waste-water Treatment Plant
213 Birdstone Lane
Georgetown, Texas 78628
Coordinates: 30.64991454923418, -97.7842822233418

- Dove Springs Waste-water Treatment Plant
400 Rock Dove Lane
Georgetown, Texas 78626
Coordinates: 30.63395530307986, -97.63175377715615

- San Gabriel Waste-water Treatment Plant
1107 North College
Georgetown, Texas 78626
Coordinates: 30.650112491521533, -97.66143603521552

- Pecan Branch Waste-water Treatment Plant
3502 FM 971
Georgetown, Texas 78626
Coordinates: 30.67475028158194, -97.61725108656596

Contractor shall:

- Haul sludge *or raw wastewater* from any one the listed waste-water treatment plants to the any of the others for processing. Alternately, if no capacity is available at City of Georgetown facilities, the contractor may haul to another disposal point such as the City of Austin's receiving station.
- Ensure receptacles are empty prior to pick up of City's sludge;
- Provide a method for measuring the level of liquid sludge upon pickup and properly document transferred levels;
- Pump sludge from one tank, into an environmentally acceptable sludge transporting tank, transport to another waste-water treatment plant and pump into the City's receiving sludge tank;
- Provide all hoses, tank trucks, pumping equipment, labor, materials, fuel and any other item necessary to provide the Services as described by an environmentally acceptable industry standard method.

City shall:

- Pay for sludge transportation services in accordance with the City's Prompt Payment Policy;
- Direct liquid sludge transportation loads to the nearest City waste-water facility with the available capacity to handle the transported loads;

2.2. Item No. 2: Dewatered biosolids, in Contractor-owned roll-offs, Transportation and Disposal from:

- Lake Georgetown Water Treatment Plant
3601 DB Wood Road
Georgetown, Texas 78628
Coordinates: 30.680033354547756, -97.72035768706873
- Pecan Branch Waste-water Treatment Plant
3502 FM 971
Georgetown, Texas 78626
Coordinates: 30.67475028158194, -97.61725108656596
- Dove Springs Waste-water Treatment Plant
400 Rock Dove Lane
Georgetown, Texas 78626
Coordinates: 30.63395530307986, -97.63175377715615
- San Gabriel Waste-water Treatment Plant
1107 North College
Georgetown, Texas 78626
Coordinates: 30.650112491521533, -97.66143603521552

Contractor shall:

- Properly load and transport in an environmentally acceptable biosolids transporting vehicle, biosolids from one of four (4) treatment plants to a landfill or other environmentally acceptable place of disposal, of the Contractor's choice;
- Provide a method for measuring the weight of biosolids upon pickup and properly document amounts;
- Retain title of materials being transported upon departure from the City's facilities;
- Provide a clean, empty and environmentally acceptable storage container as a replacement. At least one (1) storage container shall be at each facility at all times;
- Provide all equipment, transportation trucks, labor, materials, fuel and any other item necessary to provide the Services as described by an environmentally acceptable industry standard method.

City shall:

- Fill biosolids containers with dewatered sludge at each facility;
- Pay for biosolids transportation and disposal services in accordance with the City's Prompt Payment Policy

2.3. Item No. 3: Provision of Biosolids Storage Roll-off Containers

Locations that will require containers to be used to store biosolids until transported for proper disposal:

Two (2) roll-off containers at each site:

- Lake Georgetown Water Treatment Plant
3601 DB Wood Road
Georgetown, Texas 78628
Coordinates: 30.680033354547756, -97.72035768706873
- Pecan Branch Waste-water Treatment Plant
3502 FM 971
Georgetown, Texas 78626
Coordinates: 30.67475028158194, -97.61725108656596
- Dove Springs Waste-water Treatment Plant
400 Rock Dove Lane
Georgetown, Texas 78626
Coordinates: 30.63395530307986, -97.63175377715615
- San Gabriel Waste-water Treatment Plant
1107 North College
Georgetown, Texas 78626
Coordinates: 30.650112491521533, -97.66143603521552

Contractor shall:

- Provide 20 yard roll-offs, with gasketed gates so as to contain sludge.
- Provide roll-offs which shall be onsite, and available for filling 24 hours a day, 7 days a week;
- Provide a clean, empty roll-off as a replacement upon pick up of a full container for transportation and disposal. At least one (1) empty storage container shall be at each facility at all times;

City shall

- Fill roll-offs with biosolids;
- Pay for roll-offs in accordance with the City's Prompt Payment Policy;
- Discuss at post-award meeting staging areas for containers to be placed.

2.4 Item No. 4: Pick-up, transport, and disposal of dewatered sludge from 15 yard City of Georgetown-owned roll-offs.

Locations that will require contractor to pick up City-owned roll-offs for proper disposal:

- Cimarron Hills Waste-water Treatment
213 Bird Stone Lane
Georgetown, Texas 78627
Coordinates: 30.64991454923418, -97.7842822233418
- Berry Creek Waste-water Treatment Plant
30002 Berry Creek Drive
Georgetown, Texas 78628
Coordinates: 30.709061106246633, -97.66282196891893

Contractor shall:

- Pickup the City-owned dewatering roll-off, transport to their disposal site, and return the emptied box on the same day.

3. FREQUENCY OF SERVICES

It is anticipated that under normal conditions sludge pickup and transportation will occur Monday through Friday, between the hours of 6:00 am and 6:00 pm. Contractor will be given access such that operators may not need to be present for service to be performed. Conditions may arise, that will require sludge to be picked up and transported on weekends or holidays or alternate times during a 24 hour day, at the sole discretion of the City.

The City shall give 24 hour notice prior to requested pickups. The City's authorized representative shall schedule pickups, and under no circumstances shall the scheduled pickups be delayed more than 48 hours.

3.1 Water and Waste-water Treatment Plant Safety and Security

Contractor or their Subcontractors shall not enter any building or facility where process chemicals are stored or used in the treatment of water or waste-water without prior approval of the water treatment plant(s) City staff. Facility security policies and procedures will be discussed at the post-award meeting.

Contractor shall be responsible for job site safety. During performance of the work, Contractor shall continuously monitoring safety conditions on the job sites and be responsible for Contractor's employees to include subcontractors and correct unsafe actions.

3.2 Composition of Sludge

The City will provide a Report of Sample Analysis for each facility (Exhibit 1) as an example of typical characteristics of the sludge.

3.3 Quantities and Volumes

Estimated annual quantities are based upon the best information available to the City at this time. Due to variability in treatment plant processes, actual sludge and biosolids quantities produced during the contract period may be more or less than estimated. The City's estimated quantities do not represent any guarantees. Additional services may be requested on an as needed basis, or added as a part of routine services, at the City's option. Additionally, the City may elect to increase or decrease number of locations, amount of storage containers and frequency of transportation or disposal service when necessary.

The estimated annual quantities of sludge and biosolids per facility:

Facility	Annual Loads (15 to 20 yards each)
Lake Georgetown Water Treatment Plant	75
San Gabriel Waste-water Treatment Plant	208
Pecan Branch Waste-water Treatment Plant	364
Dove Springs Waste-water Treatment Plant	364
Berry Creek Waste-water Treatment Plant	104
Cimarron Hills Waste-water Treatment Plant	52

EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include, but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

A. BEST VALUE EVALUATION

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Bidder's responses to the requirements contained in this ITB.

1. The purchase price, including payment discount terms;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. The extent to which the goods or services meet the City's needs;
5. The firm's past relationship with the City;
6. The total long-term cost to the City to acquire the firm's goods or services; and
7. Any relevant criteria specifically listed in the solicitation
8. Availability of materials, including but not limited to location and times of pick-up or delivery.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the commodities to be purchased

B. EVALUATION FACTORS

- **Cost** – 80 points – Pricing must be submitted through the City's Ebid system
- **Business History and Experience** – 20 points
Bidder must be a company that has been in the sludge hauling business for a minimum of two (2) years. Bidders must complete the Bid Information listed in the City's Ebid System (Attributes Tab) which shall include, but not be limited to, the number of years the company has provided sludge hauling services, the number and type of companies/organizations for which the company has provided these services, regulatory compliance history for the past two (2) years and if applicable, the number of years the company has done business with the City of Georgetown.
- **Business References**
Bidders must submit a minimum of three (3) business references, comparable in size and scope to the City of Georgetown requirements. References may be checked prior to award. Any negative responses received may result in disqualification. Bidders will be evaluated based on the responses received including:

- Quality of bidder's execution of services which can include providing similar services in an efficient manner to include provision of storage containers.
- Compliance with regulations to include documenting services as required and performed services in compliance with environmental laws, rules, regulations (TCEQ, EPA).
- Customer Service to include commitment to customer satisfaction, concern for its customers' interest, follow-up, communication, flexibility and performing services in a timely manner.
- Subcontractor management (If applicable).

PRICING INSTRUCTIONS

A. **PRICING**

The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

1. Pricing for items 1-4 shall be submitted electronically on the City of Georgetown's bidding website at: <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

B. **REFERENCES**

Bidder must include a minimum of three (3) references for services similar in size and scope. Use Attachment B to complete the references.

C. **UNIT PRICES**

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by extended totals. If there are discrepancies between unit prices and extension, the unit price will prevail.

D. **VALIDITY OF PRICING**

Pricing will be considered firm for acceptance for a minimum of 90 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bid prior to the official opening. Further, Bidder certifies that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: Cory Juby Title: Operations Manager

Typed Name: Cory Juby Company Name: Wastewater Transport Services, LLC

Phone No.: 512-973-8484 Fax No.: _____

Email: cory@wastewaterts.com

Bid Address: 826 Linger Ln, Austin, Texas 78721
P.O. Box or Street City State Zip

Order Address: 826 Linger Ln, Austin, Texas 78721
P.O. Box or Street City State Zip

Remit Address: 826 Linger Ln, Austin, Texas 78721
P.O. Box or Street City State Zip

Federal Tax ID No.: 80-0418535

DUNS No.: 015975954 Date: 03/03/2022

FOR CITY USE ONLY

Approved By: [Signature] Date: 3/22/2022
City Attorney, City of Georgetown

Approved By: _____ Date: 03/22/2022
Mayor, City of Georgetown

Attested By: [Signature] Date: 03/22/2022
City Secretary, City of Georgetown


CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE

The undersigned makes the following certifications or represents that it satisfies the requirements of one or more exceptions to the Texas Government Code provisions listed below:

1. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Firm certifies that it (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) does not currently boycott Israel and will not boycott Israel during the term of this Agreement.
 - 1.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
2. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Firm certifies it (1) is a "Company," as that term is defined in Texas Government Code Section 806.001; and (2) is not engaged in business with Iran, Sudan, a foreign terrorist organization, or any company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
 - 2.1. Exception: A company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.
3. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement.
 - 3.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
4. **Contractor Certification Regarding Boycotting Firearm and Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Firm certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees; **or** (2) Firm does not currently boycott firearm and ammunition industries and will not boycott firearm and ammunition industries during the term of this Agreement.
 - 4.1. Exception: This provision only applies to contracts for goods and services between a governmental entity and a Company with ten (10) or more full-time employees with a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
5. **Contractor Certification Regarding Doing Business in Texas.** Firm certifies that it has not been debarred from doing business in the State of Texas.

Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

For purposes of this form, the terms have the meanings assigned by Texas Government Code sections referenced above.

Signed By: 

Title: Operations Manager

Typed Name: Cory Juby

Company Name: Wastewater Transport Services, LLC

Date: 03/03/2022

**COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN
CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.**

Firm is not required to provide the certifications listed above because of the following exemptions (explain the specific exemptions that apply pursuant to the applicable Chapter of the Texas Government Code):

BEST VALUE REFERENCE FORM

PLEASE COMPLETE AND UPLOAD THIS WITH BID RESPONSE

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

1. Company's Name City of Liberty Hill
Name of Contact Matt Brown
Title of Contact Wastewater Plant Operations
E-Mail Address mbrown@libertyhilltx.gov
Present Address 1633 North, US-183
City, State Zip Code Leander, TX 78641
Telephone Number (512) 778-5449 Fax Number: ()
2. Company's Name City of Round Rock
Name of Contact Thomas Villanueva
Title of Contact Wastewater Plant Operations
E-Mail Address tvillanueva@roundrocktexas.gov
Present Address 3939 E Palm Valley Blvd
City, State Zip Code Round Rock, TX 78665
Telephone Number (512) 810-6217 Fax Number: ()
3. Company's Name City of Pflugerville
Name of Contact Brandon Pritchett
Title of Contact Utilities Director
E-Mail Address brandonp@pflugervilletx.gov
Present Address 15500 Sun Light Near Way
City, State Zip Code Pflugerville, TX 78660
Telephone Number (512) 990-6400 Fax Number: ()



City of Georgetown
Purchasing Department
300-1 Industrial Ave
Georgetown, Texas 78626
(512) 930-8454

**City of Georgetown
Addendum to Invitation to Bid No. 202211**

Addendum No.: 1

DATE: March 3, 2022
Invitation to Bid NO.: Sludge Hauling and Disposal Services
ORIGINAL DUE DATE, 2 P.M.: March 4, 2022
NEW DUE DATE, 2 P.M. (if applicable): N/A
DIVISION: Water Services

ADDENDUM

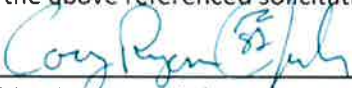
Specification below has been added to the scope of services.

Delivery to Non-City of Georgetown

If sludge hauling and disposal cannot be hauled to a City of Georgetown facility, contractor may haul to a separate facility.

Provide pricing for these services through the City's Ebid system.

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


Addendum No. 1 Acknowledgement

03/03/2022

Date

Wastewater Transport Services, LLC, Cory Juby

Firm Name and Printed Name of Authorized Representative



202211 Addendum 1

Wastewater Transport Services

Supplier Response

Event Information

Number: 202211 Addendum 1
Title: Sludge Hauling and Disposal Services
Type: Invitation to Bid
Issue Date: 2/17/2022
Deadline: 3/4/2022 02:00 PM (CT)
Notes: ****Addendum No. 1****

City of Georgetown is soliciting bids for **Sludge Hauling and Disposal Services** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties.

Bids must be **electronically submitted** through the City E-bid system accessible via City's web site at <https://gtowntx.ionwave.net/Login.aspx> **on or before March 4, 2022 at 2:00 PM and immediately thereafter publicly opened and read aloud.**

Questions and inquiries about this Solicitation may be submitted electronically via the City's E-bid system or in writing to the listed buyer. individual

The deadline for written or electronic questions **February 28, 2022 at @ 5:00 p.m.**

Questions regarding use of the E-bid System may be directed by email to: nicole.abrego@georgetown.org

The **PUBLIC BID OPENING** will be held by teleconference. This is accessible using the link and call in information provided below:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 512-672-8405](#),,[501913891#](#) United States, Austin

Phone Conference ID: 501 913 891#

Contact Information

Contact: Nicole Abrego Senior Buyer

Address: Purchasing

GMC

300-1 Industrial Avenue

Georgetown, TX 78626

Phone: 512 (930) 8454

Email: nicole.abrego@georgetown.org

Wastewater Transport Services Information

Address: 826 Linger Ln
Austin, TX 78721
Phone: (512) 973-8484
Web Address: www.wastewaterts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cory Juby

Signature

Submitted at 3/3/2022 3:42:39 PM

cory@wastewaterts.com

Email

Requested Attachments

Reference Form

City of Georgetown.pdf

Best Value Reference Form

Bid Attributes

1 Certification and Acknowledgement

I have acknowledged and signed the Certification and Acknowledgement form.

☒ I agree. (I agree.)

2 Bidder Reference

I have completed the Bidder Reference Form and attached to my bid response.

☒ I agree. (I agree.)

3 Certification Required by Texas Government Code

I have acknowledged and signed Certification Required by TGC.

☒ I agree. (I agree.)

4 Number of years' experience

11

5 Number of organizations provided services for?

How many organizations your company has provided services for?

100

6 Number of years the Company has done business with the City of Georgetown?

Provide the number of years the company has provided services for the City of Georgetown.

5

7 Location

Provide your business location/Proximity to the City of Georgetown

826 Linger Ln, Austin, TX 78721

8	Certifications or Licenses held Provide all certifications or licenses held by current employees. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">TCEQ Hauling# 24343</div>
9	Bidder's Capability and Experience Statement Provide a short narrative statement on the ability and capacity of your firm to supply the City with the services as specified herein. Bidder may attach additional documentation if needed. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Wastewater Transport Services provides non-hazardous liquid and dry waste transportation, and disposal in Austin, Beaumont and Houston, Texas. Specializing in municipal sludge hauling, grease trap, grit trap, septic tank, lift station, and lint trap cleaning and maintenance.</div>
10	Bidder's Regulatory Compliance History Statement If applicable, give a brief summary of Bidder's federal, state and local regulatory compliance history for the past two (2) years, to include all notices of violations, all agreed or contested orders or judgments, and all settlements, prepared by or for, or entered into with any regulatory agency. Bidder may attach additional documentation if needed. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">In compliance with all local governments and the State of Texas, as well as with TCEQ.</div>
11	Specification Acknowledgement Bidder warrants that it is fully qualified to perform the services described in this specification and that he/she understands the currently known hazards, which are presented to persons, property and the environment in the transportation, storage, and disposal of the waste materials produced at the City's treatment facilities. Bidder warrants that he/she understands the scope of all applicable regulations to properly handle, transport and dispose of such materials in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified, as applicable to providing the services described in this Bid specification. Contractor further warrants the following: (1) All transporters, handlers, Contractor's employees, Subcontractors and Subcontractor's employees are properly trained, permitted, licensed or certified to perform the services as specified herein; (2) That all wastes shall be handled, transported, and disposed of in accordance with all applicable federal, state, local statues, laws regulations, rules or ordinances. <input checked="" type="checkbox"/> I agree (I agree)
12	Addendum Acknowledgment I have received and reviewed Addendum No. 1. <input checked="" type="checkbox"/> I agree. (I agree.)

Bid Lines

1	Liquid Sludge Transportation		
	Quantity: <u> 1 </u> UOM: <u> Load </u>	Price: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$350.00</div>	Total: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$350.00</div>
2	Biosolids Transportation and Disposal, Contractor-owned roll-offs		
	Quantity: <u> 1 </u> UOM: <u> Yard </u>	Price: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$38.50</div>	Total: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$38.50</div>
3	Provision of Biosolids Storage Containers		
	Quantity: <u> 1 </u> UOM: <u> Monthly </u>	Price: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$0.00</div>	Total: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$0.00</div>
4	Biosolids Transportation and Disposal City-owned roll-offs		
	Quantity: <u> 1 </u> UOM: <u> Yard </u>	Price: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$65.00</div>	Total: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$65.00</div>

5 Delivery to Non-City of Georgetown

If sludge hauling and disposal cannot be hauled to a City of Georgetown facility. Please provide price per gallon for these for these services?

Quantity: 1 UOM: Per Gallon Price: Total:

Response Total: \$453.59



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042	CONTACT NAME: Korey Schroeder PHONE (A/C, No, Ext): 713-780-6601 E-MAIL ADDRESS: korey.schroeder@marshmma.com FAX (A/C, No): 212-948-6301
INSURED American Allwaste LLC dba's listed in Remarks 12141 Wickchester Ln Suite 325 Houston TX 77079	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: Argonaut Insurance Company INSURER C: Starr Surplus Lines Insurance Company INSURER D: Starr Indemnity & Liability Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 468181366

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000067268221	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ContractorsPollution \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA9948	Y	Y	1000636629221	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	1000337540221	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001263729 - TX WC928468682444 - TN	2/1/2022 2/1/2022	2/1/2023 2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability/Pollution Liability, Automobile Liability and Excess Liability policies include Blanket Additional Insured endorsements that provide Additional Insured status only where such status is required by a written contract. The General Liability/Pollution Liability, Automobile Liability, Employers Liability and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract.

The coverages are Primary and Noncontributory where required by written contract

DBAs:
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Georgetown
300-1 Industrial Avenue
Georgetown TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Herrington

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED American Allwaste LLC dba's listed in Remarks 12141 Wickchester Ln Suite 325 Houston TX 77079
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Wastewater Transport Services, LLC
Sewer and Storm Maintenance
Allwaste Onsite dba Onsite Environmental
Allwaste Onsite dba Highway Environmental
Allwaste-Walker LLC
Sheridan Environmental
Trinity Wastewater Solutions