

SOIL TRANSFER AGREEMENT

This Soil Transfer Agreement (“Agreement”) is made as of _____, 2025 (the “Effective Date”) by and between Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“CapMetro”), and Waste Management of Texas, Inc. (“Waste Management”).

WHEREAS, CapMetro requires the removal of certain amounts of soil from its property;
and

WHEREAS, Waste Management is willing to accept the soil being removed for use on its own property;

THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Soil Transfer. CapMetro shall remove approximately 92,000 cubic yards of soil from its property located at 10805 Cameron Road, Austin, Texas 78754 (the “Soil Transfer”), and shall transport the Soil Transfer to Waste Management’s facility located at 9900 Giles Lane, Austin, Texas 78754 (the “Landfill”). Waste Management further agrees to accept up to an additional 18,000 cubic yards of soil (the “Soil Transfer Contingency”), for a total amount not to exceed 110,000 cubic yards of soil. The Parties agree the aforementioned amounts are estimations only, and shall work in good faith to calculate a final quantity of soil based on soil conditions at the time of the Soil Transfer.

The Soil Transfer shall be used for the purpose described herein unless the parties agree in writing to an alternative use. The parties acknowledge and agree that the Soil Transfer is not in lieu of any other payments due to Waste Management pertaining to any other agreements.

2. In-Kind Consideration.

A. This Soil Transfer is made without any expectation of any financial benefit in return to CapMetro. The parties understand and agree that the Soil Transfer by CapMetro is not contingent in any way upon any other agreement by Waste Management to purchase or recommend, or arrange for the purchase or recommending of, any service, product, goods, or equipment manufactured, provided, or sold by CapMetro. The Soil Transfer will be managed by Waste Management in accordance with its policies and procedures.

- B. Waste Management will accept soil loads as-is. Soil and rock varieties shall not be separated by CapMetro.
- C. Waste Management shall be responsible for all required permits and regulations related to soil loads.
- D. Waste Management shall allow CapMetro-coordinated trucking operations to bypass the weigh station at the entry of the Landfill. Waste Management shall determine the truck identification method for CapMetro's contractor/vendor to follow. Waste Management shall designate a dedicated area at the Landfill for CapMetro's contractor/vendor to dump soil as depicted in **Exhibit A**.
- E. Waste Management shall meet with CapMetro's bidders, contractors, and vendors as needed to coordinate details of the soil placement and trucking operations.
- F. CapMetro shall be responsible for all excavation, loading, hauling, trucking operations, and delivery of soil materials. CapMetro shall utilize a third-party contractor/vendor to deliver the soil to Waste Management.
- G. CapMetro shall use public roads such as Blue Goose and Giles Road to access the Landfill.
- H. CapMetro's contractor/vendor will adhere to Waste Management's requirements when dumping soil loads.
- I. CapMetro shall conduct neighborhood outreach and communications regarding trucking operations related to the use of the Soil Transfer.
- J. CapMetro agrees to maintain insurance coverage as further described in **Exhibit B** attached hereto.

3. No Guarantee. CapMetro does not guarantee the composition of soil materials, rocks, or organic materials, with the exception of a Geotech report prepared by HVJ South Central Texas - M&J Inc., dated May 21, 2024, which is available for Waste Management's review.

4. Delivery. Soil may be delivered to the Landfill during Waste Management's hours of operations to the public, (normally between 5 a.m. and 5 p.m.), Monday through Saturday, excluding New Year's Day, Thanksgiving Day, and Christmas Day, or as otherwise allowed by Waste Management.

5. Trucking Apparatus. CapMetro shall not be required to provide to Waste Management the types of trucking apparatus that will be used by the trucking contractor/vendor. Waste Management acknowledges and agrees that various types of trucks will be allowed.

6. Right of Access. CapMetro, its agents, employees and representatives, shall have the right of access to the Landfill with prior written notice not to be unreasonably withheld by Waste Management.

7. Security. During the Term, Waste Management shall be responsible for the safety and security of all of Waste Management's employees, contractors, and invitees. Waste Management agrees to provide security and put in place appropriate traffic controls if required and as approved by the Austin Transportation Department.

8. Contact Names. Waste Management shall provide a list of contact persons responsible for the Landfill, which shall be given to CapMetro. CapMetro shall provide a list of contact persons responsible for the Soil Transfer, which shall be given to Waste Management. The list shall include numbers that can be called during any 24-hour period, including weekends.

9. **WAIVER OF SUBROGATION. TO THE EXTENT PERMITTED BY LAW, WASTE MANAGEMENT WAIVES ALL RIGHTS OF RECOVERY AGAINST CAPMETRO (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF CAPMETRO), AND AGREES TO RELEASE CAPMETRO FROM LIABILITY FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING WASTE MANAGEMENT AT THE TIME OF SUCH LOSS OR DAMAGE, WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF WASTE MANAGEMENT AND CAPMETRO THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION 9 APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.**

10. **LIABILITY AND INDEMNIFICATION.** CAPMETRO SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO WASTE MANAGEMENT, WASTE MANAGEMENT'S EMPLOYEES, AGENTS, BUSINESS INVITEES, CUSTOMERS, CLIENTS, FAMILY MEMBERS, GUESTS OR TRESPASSERS ARISING FROM THE USE, OCCUPANCY OR CONDITION OF THE LANDFILL. WASTE MANAGEMENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CAPMETRO AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "CAPMETRO INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OUT OF (A) ANY ACT OR OMISSION OF WASTE

MANAGEMENT OCCURRING WITHIN THE LANDFILL, (B) ANY BREACH OF THIS AGREEMENT BY WASTE MANAGEMENT, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, (C) ANY FALSE REPRESENTATION OR WARRANTY MADE BY WASTE MANAGEMENT HEREUNDER, AND (D) ANY NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF WASTE MANAGEMENT, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT.

WASTE MANAGEMENT SHALL ASSUME ON BEHALF OF THE CAPMETRO INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE CAPMETRO INDEMNIFIED PARTIES. WASTE MANAGEMENT MAY CONTEST THE VALIDITY OF ANY INSURANCE CLAIMS, IN THE NAME OF WASTE MANAGEMENT OR CAPMETRO, AS WASTE MANAGEMENT MAY IN GOOD FAITH DEEM APPROPRIATE, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY WASTE MANAGEMENT AND WASTE MANAGEMENT SHALL MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS(ES) WHICH MIGHT BE INCURRED IF SUCH CONTEST IS ULTIMATELY UNSUCCESSFUL. THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS PARAGRAPH WILL BE APPLICABLE WHETHER OR NOT THE JOINT OR CONTRIBUTORY NEGLIGENCE OF ANY CAPMETRO INDEMNIFIED PARTY IS ALLEGED OR PROVEN.

11. Termination; Governing Law; Entire Agreement; Counterparts. The term of this Agreement commences on the Effective Date. Soil will not be received/accepted by Waste Management after March 30, 2026. The executed Agreement will terminate on that date; however, the Agreement may be extended by mutual agreement. This Agreement shall be governed by and subject to the laws of the State of Texas, with venue residing in a court of competent jurisdiction in Travis County, Texas. This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter of this Agreement, there being no prior written or oral promises or representations not incorporated herein with respect to such matters. This Agreement may be executed in any number of counterparts, all of which shall constitute one Agreement. If any provision of this Agreement is found to conflict with or violate any federal or state law or regulation, then that provision will be modified to bring the language into compliance with the conflicting law or regulation.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date set forth above.

(Signature Page Follows)

CAPMETRO:

Capital Metropolitan Transportation Authority

By: _____

Name: Kenneth Cartwright

Title: VP, Facility Management and Capital
Construction

WASTE MANAGEMENT:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Lee Simmons, Associate Counsel

Exhibit A Landfill Area

NORTH BASE DEMAND RESPONSE - OPERATIONS AND MAINTENANCE FACILITY (PAM2219)
10805 CAMERON RD AUSTIN, TX 78754
CONSTRUCTION TRUCK ROUTE EXHIBIT



- PROP TRUCK ROUTE
- NO TRUCK ACCESS
- PROJECT SITE
- DESIGNATED DROP-OFF

NOTES:
1. LIQUIDATED DAMAGES WILL BE ASSESSED PER THE CONTRACT DOCUMENTS IF THE CONTRACTOR USES SPRINGDALE RD FOR CONSTRUCTION ACTIVITIES (E.G. TRUCK ROUTES, MATERIAL DELIVERY, HEAVY EQUIPMENT ACCESS, ETC.) DURING THE DURATION OF CONSTRUCTION WITHOUT CAPMETRO APPROVAL.

US HWY 290

(N.T.S.)

CapMetro

DK

Exhibit B
INSURANCE
REQUIREMENTS

Capital Metro, consistent with its status as an independent contractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-: VII or better, or some similar rating, in amounts (unless otherwise specified), as Waste Management may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease- Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of Waste Management, its directors, officers, employees, agents, successors and assigns.

Waste Management agrees that Capital Metro may purchase insurance through the Texas Municipal League Risk Pool.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$4,000,000
Sudden Events Involving Pollution	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.