



**CITY OF LEAGUE CITY
INVITATION TO BID**

**BID #15-033
WASTEWATER LABORATORY SERVICES**

BID OPENING DATE: June 09, 2015 @ 2:00 PM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER MUST COMPLETE AND SIGN BELOW.

Envirodyne Laboratories, Inc.

Name of Firm/Company

Tanny Busby

Lab Dir./President

Agent's Name (Please Print)

Agent's Title

11011 Brooklet Dr. #230 Houston, TX. 77099
Mailing Address City State Zip

(281) 568-7880 (713) 254-3471
Telephone Number Cell Phone Number

tannyb@envirodyne.com and laurab@envirodyne.com
Email Address

Tanny Busby 6-8-15
Authorized Signature Date

CONTRACTOR **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. CONTRACTOR HAS **READ AND AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. CONTRACTOR **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."



City of League City Terms and Conditions

1. The City of League City will accept **sealed bids** Monday through Thursday, 8:00 am – 12:00 pm and 1:00 pm – 5:00 pm and Fridays, 8:00 -12:00 pm The Purchasing Department is **closed** from 12:00 pm to 1:00 pm. Bids must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time, the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be posted to the City website at <http://leaguecity.com/bids.aspx>. If Contractor demonstrates just reason for a change, the City of League City must have at **least five (5)** working days notice prior to bid opening date.
6. **Should Contractor find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Contractor should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, if specified in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications.



Exceptions taken may be just cause to disqualify bid.

14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible Contractor or to the Contractor who provides goods or services at the best value for the City of League City.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 am to 5:00 pm unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Contractor must declare such information as proprietary if Contractor does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.



SECTION I – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

The City of League City (COLC) is accepting bids for analytical services to meet the federal standards as well as all TCEQ requirements for sampling and testing pertaining to the City's Wastewater Monitoring Program, as well as industrial discharge monitoring and testing, with an anticipated contract start date of July 1, 2015.

It is the intent of the City to award the contract to a single vendor, however, the City of League City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be posted on the City of League City's website.

Bids shall be submitted by 2:00 pm, Tuesday, June 09, 2015.

2.0 REQUIRED INFORMATION

Bidder shall include the following information to describe the experience and capability of the company:

- 2.1 Number of years in operation.
- 2.2 Number of years at current location.
- 2.3 Provide copy of most recent NELAP inspection report.
- 2.4 Provide distance from laboratory to COLC's predetermined sample pick-up sites.
- 2.5 List of number of technicians employed by your firm and the type of license they possess.

Copies of employee licensing shall be included with your bid response.

- 2.6 **References from at least five (5) municipalities with whom your company has completed similar type work within the last year.**
- 2.7 Vendor shall submit most recent results of analysis of blind samples from an outside source, such as can be purchased from a commercial source (Ex. ERA) or participation in EPA's DMR-QA Study, if available.



- 2.8 Bidder must submit a statement of qualifications relevant to the analytical specification that includes: equipment inventory, facility description, resumes of key personnel, analytical capacity, experience references, PE programs, certifications and deliverables and current Method Detection Limit (MDL) studies.

3.0 TERM OF CONTRACT

Contract term shall be two (2) years from date of award. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for two (2) additional one (1) year periods. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for additional one-year period(s) is exercised by the City of League City, a price adjustment upward may be requested by the Vendor by the application of the formula set forth in paragraph below. The index to be used in the computation of the price adjustment shall be the "All Items Index" item under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The index for the month most recently published at the time of bid award shall be used as a base for determining price adjustment(s). The index for the month most recently published at the time of contract expiration/possible renewal shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price % change (the point difference between the base index and the subsequent specified index is divided by the beginning index points, and multiplied by 100) in the index equals amount of price change eligible for adjustment. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.

4.0 TERMINATION OF CONTRACT

The City of League City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- 4.1 By failing to pay insurance, liens, claims, or other charges.
- 4.2 By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.



- 4.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- 4.4 By violation of any provision of the agreement.
- 4.5 By failing to respond and/or delivery within the prescribed time, including weekends and holidays.
- 4.6 By providing substandard product or service, or product/service the City deems to be otherwise unacceptable.
- 4.7 By failing to make adequate arrangements for an emergency call.
- 4.8 Failure to meet the method detection limits listed or failure to analyze water or wastewater samples in accordance with 40 CFR Part 136 and 261 will result in forfeiture of payment for those services and/or possible termination of contract.
- 4.7 Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Bidder, in submitting this bid agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

5.0 EVALUATION AND AWARD

Award of contract does not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of League City. In determining best value for the City, we can consider:

- 5.1 The City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) demonstrated capability of contractor to perform necessary scope of work (via licenses/certifications held and references for comparable work); (b) pricing (to include all applicable costs); (c) be in good standing with Federal, State and Local agencies; and (d) demonstrated capability to meet response time requirements within budget.
- 5.2 Capability and experience of the laboratory. The laboratory will provide information on all licenses, certifications, and/or accreditations held by the lab.
- 5.3 Bidders shall have at least five (5) years of analytical testing experience related to water, domestic, wastewater, and industrial wastewater analysis.

The City reserves the right to award in whole, by group or line item, whichever is in the best interest of the City.



6.0 SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the City of League City website at: <http://leaguecity.com/bids.aspx>.

7.0 INVOICES

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction.

All invoices must be submitted showing unit prices. Payment shall be made no later than thirty (30) days after completion of services, or after an invoice has been received by City of League City Accounts Payable Department, whichever is later.

Invoices submitted for payment shall be emailed to accountspayable@leaguecity.com.

8.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of League City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of League City or its officers, agents, or employees in connection with said contract.

9.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

10.0 PRICING

All pricing shall be submitted on the attached product listing. In case of extended pricing discrepancies, unit cost pricing shall govern. Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.



11.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of League City.

12.0 PRODUCT EXCEPTIONS

Any variance in any item must be specified clearly in bidder's response. Any exceptions taken may be just cause for disqualification of that particular item. All unit pricing shall be specified on the bid sheet, "Attachment A."

13.0 ALTERNATE VENDOR(S)

To insure an uninterrupted source of service, City of League City reserves the right to award multiple contracts. The entire contract will be awarded to a "primary" Contractor as the lowest responsive and responsible Contractor, and an "alternate" Contractor for use as necessary due to time constraints, availability, etc., on the part of the primary.

City of League City reserves the right to use other vendors when the response time is not met. Also, the City shall reserve the right to purchase from the alternate source if the following conditions exist:

13.1 Service and/or products are not acceptable (does not meet specifications), and Contractor fails to provide alternate, acceptable offering;

13.2 Contractor fails to respond to need for service, i.e. does not return phone calls.

14.0 ORDERING DATA

Vendor should have an on-line ordering process. Vendor will confirm the receipt of all orders. Any item not available in the quantity specified in the order the City reserves the right to accept or reject partial shipment of orders or backorders. Items shall be shipped in its original manufacturer's packaging. Invoices shall clearly show quantities and issue unit breakdowns for all items billed, i.e., 50/box, 10 box/case.

15.0 COMPLIANCE WITH LAWS

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.



Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

16.0 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

17.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

18.0 ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of League City, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three (3) years.

19.0 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:



19.1 The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or

19.2 The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

20.0 INSURANCE REQUIREMENTS

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

20.1 Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

20.2 Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.

20.3 Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

20.4 Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

21.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

22.0 QUANTITIES



Proposed quantities are and may be subject to additions and/or deletions prior to award. The quantities listed in the bid schedule will be considered approximate and will be used for the comparison of bids. The City of League City reserves the right to increase or decrease quantities for any item.

23.0 WARRANTY

Bidder shall provide warranty or guarantee offered for product, if available.

24.0 DELIVERY

All deliveries shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

Awarded vendor/s shall deliver all items within ten (10) calendar days after receipt of order. Supplier shall deliver all medications via second day air and shall pay shipping for this service. Shipping should be FOB Destination to: **City of League City, Emergency Medical Services, 260 FM 270 South, League City, TX 77573. Failure to meet delivery requirements may result in termination of this contract.**

25.0 STOCK AVAILABILITY

Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it is not available from the supplier.

26.0 NON-FUNDING CLAUSE

The City of League City's budget is funded on an October 1st through September 20th fiscal year basis. Accordingly, the City of League City reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

27.0 AUDIT

Supplier shall provide the City of League City a line item report of quantities and expenditures at any time during the term of this contract.



28.0 ADDITIONAL INFORMATION

If additional information is needed concerning these specifications, please contact Trisha Erndt, Contract Administrator, at trisha.erndt@leaguecity.com. Questions regarding this bid must be submitted in writing or by email prior to 2:00 p.m. local time, June 03, 2015, to the email listed above.

29.0 GENERAL BIDDING INFORMATION

- 29.1 If quantities are listed, the quantities should be considered as approximate and based on the best available information. The vendor may not limit an order or shipment of an order with a "Minimum Dollar Amount" or "Quantity Amount." In reference to new product/service bids, quantity usage may be stated as one or more.
- 29.2 When "Unit Prices" and "Extended Prices" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.
- 29.3 If these bid documents specify a particular manufacturer/model, it is not the intent of City of League City to limit or restrict bids, but to establish a desired level of quality, service, and performance.
- 29.4 The vendor will be responsible for repair of any damage to equipment, fences, walls, woodwork, doors, etc.
- 29.5 Usage Report: Upon request, the vendor will provide a report of items purchased on this contract, at no charge to City of League City.
- 29.6 If applicable, Materials Safety Data Sheet(s) must be furnished as required to comply with the law.
- 29.7 All standard City of League City Terms and Conditions apply unless stated otherwise.
- 29.8 All orders will be issued on an "as needed" basis; City of League City does not guarantee a minimum order on the basis of these specifications.
- 29.9 NOTE: City reserves the right to add or delete locations from the contract when in the best interest of City of League City.
- 29.10 If a bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" following the same procedures indicated for bidding.
- 29.11 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detail description shall be the vendor's responsibility in the bid price.



- 29.12 If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.
- 29.13 If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract may be cancelled without notice.
- 29.14 City of League City reserves the right, at its discretion, to procure the awarded item(s)/service(s) from other sources, if it is found to be in the City's best interest.
- 29.15 Additional charges for mileage, labor, postal costs, sample re-runs, sample disposal costs, etc. are not permitted. **All costs must be included in the price per analysis.**



SECTION II – TECHNICAL SPECIFICATIONS

1.0 CHAIN OF CUSTODY PROCEDURES

- 1.1 The contract laboratory shall comply with the City of League City's Chain of Custody Procedures for the delivery of the samples.
- 1.2 The laboratory shall use the Chain of Custody Form furnished by the Laboratory or a form with the same fields.
- 1.3 Contractor shall follow and maintain all EPA protocol and NELAP chain of custody procedures. Chain of custody must be submitted with each lab report.
- 1.4 When the sample is delivered to the contract laboratory or is picked up by the contract laboratory representative, the City's representative shall sign as relinquishing the sample to the contract laboratory representative along with the date and time.
- 1.5 The contract laboratory representative shall sign as accepting the sample along with the date and time.
- 1.6 The laboratory shall give the City representative a copy of the chain of custody.
- 1.7 The original chain of custody shall stay with the sample.
- 1.8 If the contract laboratory representative has picked up the sample from the City and delivers the sample to the contract laboratory, the laboratory representative shall sign as relinquishing the sample to the contract laboratory along with the date and time, and the contract laboratory receiving person shall sign the chain of custody as receiving it along with the date and time.
- 1.9 The original completed chain of custody shall be included with the final laboratory report.
- 1.10 Hard copies reports once a week, seven (7) day turn-around-time on basic analysis. The laboratory shall complete all other analytical work and submit a completed report to the City within fourteen (14) days of receipt of each sample unless authorized, in writing, prior to receiving the samples. Electronic reporting to TCEQ for drinking water results monthly as well as hard copies to the City. Also electronic, real time data shall be available, plus special designed for the client e-mail and faxes. All other hard copy reports shall be delivered by its own representative, to the site chosen by the City. Historical research and data storage for the City of League City shall be provided at no charge.



- 1.11 Provide 24 hour call in on high or unusual results to operator and supervisors.
- 1.12 The laboratory shall retain samples for the applicable hold period following the submittal of the analysis report to the Wastewater Lab Supervisor. This time period shall allow sufficient time for a report review and possible retesting.
- 1.13 All reports submitted shall list the specific methodology used for each analysis and a copy of the QA-QC analysis report and the original chain of custody shall also be attached.
- 1.14 The City may submit quarterly blind Quality Assurance/Quality Control samples to insure that accurate and reliable analytical data is being reported.
- 1.15 The contract laboratory shall provide all sample containers with appropriate preservatives.
- 1.16 All sample containers used for this study shall either be new containers or if used shall be analytically washed within parameter requirements and/or 1:1 HCl, triple rinsed with tap water and triple rinsed with distilled or de-ionized water. Sample containers for **ALL** bacteriological analysis **SHALL BE NEW**, not used.
- 1.17 The Contractor shall invoice the City on a monthly basis for services rendered or a bill shall be included with each analytical report sent to the City.
- 1.18 All fees shall be itemized for each test procedure conducted during each billing period.
- 1.19 The City will pay for actual work performed on an item by item basis.
- 1.20 Prices quoted to the City shall remain firm even if the number of samples brought to the laboratory for analysis does not meet or exceeds what the City has estimated.
- 1.21 **No subcontractor shall be used to analyze any samples for parameters listed in these specifications unless authorized, in writing, by City, prior to awarding of the contract. Such authorization shall only be granted in special and unusual circumstances.**
 - 1.21.1 If authorized by City, the Contractor shall provide complete contact listing for all subcontractors to be used for services proposed.
 - 1.21.2 All subcontractors must be certified and compliant with all NELAP standards and conditions as of July 1, 2008.
 - 1.21.3 Participation and acceptance in the TCEQ Clean River Program QAPP.
 - 1.21.4 Consultation on special problems and pre-treatment at no charge.
- 1.22 Training classes given to wastewater operators on sampling procedures when requested,



at no charge.

1.23 Training classes for laboratory and field analysis equipment, at no charge.

1.24 No charge for on-site annual DMR QA analysis assistance.

2.0 GENERAL INFORMATION

2.1 **Services shall be provided by an Environmental Analytical Laboratory with the State of Texas NELAP accreditation for wastewater, solids, and drinking water. The laboratory must have an adequate written QA/QC Manual and Standard Operating Procedures in place.**

2.2 An inspection of the laboratory shall be performed by representatives of the Water Utilities Department. The laboratory, QA/QC, and waste characterization and disposal procedures shall be reviewed in accordance with federal and state regulations.

2.3 The Vendor must provide Level 4 reporting upon request.

2.4 Vendor must have and be able to provide on demand by City, instrument calibration record of all equipment, which are traceable to NIST certified standards, together with historical records of such calibrations.

2.5 All sampling shall commence upon issuance of a purchase order to the laboratory. Samples from the wastewater treatment plant and other samples, as needed, will be taken at various times throughout the year.

2.6 Laboratories shall include costs related to shipment of samples to their respective facility/facilities. The laboratory shall have its own representative(s) pick up the samples and deliver them. Strict chain of custody procedures must be followed to ensure validity of samples, failure to do so will result in termination of the contract. Arrangements for transporting samples shall be coordinated with the City's Wastewater Lab Supervisor to ensure holding times are not exceeded for any analytical parameter. Primary sample pickup shall be but not limited too; Dallas Salmon Wastewater Treatment Plant located at 703 N. Wisconsin Ave, League City, Texas 77573 and Brittany Bay Tower 5123 ½ Candlewood Dr., League City, Texas 77573. Sample pick up times shall be coordinated with the City based on collection times; possibility exists for need to work around current schedule. Please state if there will be an extra charge for weekend, holiday or extra pickups, special set ups during hurricane, snow, etc. The transporter shall be responsible for transporting samples at required preservation temperatures as specified in Standard Methods for the Examination of Water and Wastewater most recent EPA approved edition.

2.7 Contractor shall provide occasional consultation on collection methods and



interpretation of reports at no additional cost to the City. This consultation shall include occasional testimony at litigation proceedings should the need arise.

- 2.8 Contractor shall provide City with a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with NELAP standards. Written analytical reports shall be prepared by the Contractor and returned or mailed to the City within three (3) working days after completion of analysis of samples, but not to exceed a two (2) calendar week turnaround time. Five (5) day turnaround time is required for all NPDES testing parameters. Turnaround time shall be five (5) days from date sample is received at laboratory to the date analytical report is sent, with a copy of the report to be faxed or emailed to the City immediately.
- 2.9 Contract will be held responsible for any violations or fines assessed by regulatory agencies, public or private companies due to the late laboratory analysis submittal; incorrect or inaccurate laboratory data, methods or holding times or falsification of records, etc.
- 2.10 All Labs shall be located within 100 mile radius of City of League City due to holding times for E. Coli and Enterococci.
- 2.11 All lab personnel which picks up at any of the City of League City facilities will be required to provide personal information in order to obtain a contractor's City ID badge for entry.

3.0 ADDITIONAL INFORMATION ON REQUIRED TESTING

- 3.1 Toxicity Characteristic Leachate Procedure (TCLP) – City runs the full TCLP as specified by TCEQ for sludge disposed in a landfill, in 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I, this does include leaching, VOA, semi-VOA, metals, pests and herbs. Also, note that in addition to the eight (8) heavy metals required, Houston area landfills also require Beryllium, Antimony and Nickel (these metals are what the City runs in a metals scan).
- 3.2 Heavy Metals/Metal - The metals needed are the same as TCLP, Arsenic, Cadmium, Chromium, Lead, Mercury, Selenium, Silver, Barium, plus the extra three Beryllium, Antimony, and Nickel.
- 3.3 Pollutant Scan – The City runs the standard full scan, which includes volatiles, semi-volatiles, herbicides, pesticides, the eleven (11) priority pollutant metals, and cyanide.
- 3.4 Microscopic evaluation analysis (MICRO) – The required method is any NELAP accredited method.
- 3.5 E. Coli (MPN/100 ml) – The required method is any NELAP accredited method.



- 3.6 Enterococci – (MPN/100 ml) - The required method is any NELAP accredited method.



ATTACHMENT A: Table 1 - Bid Line Items

#	Specification	Qty	UOM	Unit Price	Extended Price
1	BIOCHEMICAL OXYGEN DEMAND, 5 DAY (BOD5) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	425	EA	\$10.00	\$4,250
2	CARBONACEOUS BIOLOGICAL OXYGEN DEMAND, 5 DAY (CBOD5) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	500	EA	\$10.00	\$5,000
3	E. COLI (MPN/100 ml) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	400	EA	\$8.50	\$3,400
4	ENTEROCOCCI (MPN/100 ml) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	400	EA	\$9.00	\$3,600
5	AMMONIA NITROGEN (NH3N) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	500	EA	\$7.00	\$3,500
6	TOTAL SUSPENDED SOLIDS (TSS) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	500	EA	\$7.00	\$3,500
7	OIL/GREASE Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	100	EA	\$45.00	\$4,500

Table 1 Total: \$27,750



ATTACHMENT A: Table 2 - Bid Line Items (Low Quantities)

#	Specification	Qty	UOM	Unit Price	Extended Price
1	FECAL COLIFORMS (COLONIES PER 100 ML) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	25	EA	\$8.50	\$ 212.50
2	MICROSCOPIC EVALUATION (MICRO) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	10	EA	\$25.00	\$ 250
3	PAINT FILTER Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$10.00	\$ 20
4	TOXICITY CHARACTERISTIC LEACHATE PROCEDURE (TCLP) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$395.00	\$ 790
5	PCB Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$90.00	\$ 180
6	% SOLID Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	25	EA	\$10.00	\$ 250
7	HEAVY METALS/METAL NOTE: (12 Metals) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	5	EA	\$125.00	\$ 625
8	TOTAL HYDROCARBONS Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	10	EA	\$55.00	\$ 550
9	POLLUTANT SCAN Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$305.00	\$ 610
10	IRON AND MANGANESE Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	10	EA	\$ 22.00	\$ 220
11	TOTAL DISSOLVED SOLIDS (TDS) AND CHLORIDES Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	10	EA	\$ 10.00	\$ 100
12	TURBIDITY Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	25	EA	\$ 5.00	\$ 125
13	CHLORADANE Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$ 210.00	\$ 420
14	BACTERIOLOGICAL ANALYSIS Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	25	EA	\$ 12.00	\$ 300

Table 2 Total: \$ 4,652.50



ATTACHMENT A: Table 3 - Bid Line Items (Bio-monitoring)

#	Specification	Qty	UOM	Unit Price	Price Extended
1	CHRONIC MENIDIA BERYLLINA Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	4	EA	\$850.00	\$3,400
2	CHRONIC AMERICAMYSIS Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	4	EA	\$850.00	\$3,400
3	24 HR AMERICAMYSIS (ACUTE) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$ 95.00	\$ 190
4	24 HR MENIDIA BERYLLINA (ACUTE) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$ 95.00	\$ 190
5	CHRONIC CERIODAPHNIA DUBIA Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	4	EA	\$ 750.00	\$3,000
6	CHRONIC PIMEPHALES PROMELAS Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	4	EA	\$ 750.00	\$3,000
7	24 HR CERIODAPHNIA DUBIA (ACUTE) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$ 350.00	\$ 700
8	24 HR PIMEPHALES PROMELAS (ACUTE) Item Notes: STATED QUANTITY IS THE ESTIMATED AMOUNT OF TESTS TO BE PERFORMED ANNUALLY.	2	EA	\$ 350.00	\$ 700

Table 3 Total: \$14,580

Extended Pricing of all 3 Tables: \$46,982.50

Vendor Name: Envirodyne Laboratories, Inc.



BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Envirodyne Laboratories, Inc is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.

(Company Name)

Signature

Print Name Tanny Busby

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code and our principal place of business is _____

State)

(City and

Signature _____

Print Name _____



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Envirodyne Laboratories, Inc.
PHYSICAL ADDRESS:	11011 Brooklet Dr #230
PHONE #:	(281) 568-7880
FAX #:	(281) 568-8004
CONTACT PERSON:	Tanny Busby
PHONE #:	Same as Above
REMITTANCE ADDRESS:	11011 Brooklet Dr. #230 Houston, TX 77099
PHONE #:	(281) 568-7880
FAX #:	(281) 568-8004
CONTACT PERSON:	Tanny Busby
PHONE #:	Same as Above
PAYMENT TERMS DISCOUNT:	N/A
COMPANY TAX ID#:	76-0333186



CITY OF LEAGUE CITY
PURCHASING DEPARTMENT

NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____

N/A

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF LEAGUE CITY is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product.

_____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)

_____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)

_____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a previous contract by the City when you felt you were low bidder.

_____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

Availability to perform: See Cover Letter for Information

_____ (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

Equipment and operational items:

and type any equipment/assets allocated to contract performance) (Identify by quantity)

Personnel: _____

and category any personnel assigned to contract performance) _____ (Identify by quantity)

Other Resources: _____

(Identify any other resources to be allocated to complete contract performance)



This Contractor Report Card will be managed by the City's representative to ensure compliance with the scope and specifications of any resulting contract. This is provided in this solicitation for INFORMATIONAL PURPOSES ONLY.

Contractor Report Card-Delivery of Goods

Name Of Contractor:
Contract/Bid Number:
Name of Project:
Project Number:
POINTS- Yes=5, No=0, NA=5

Date Contract Began:
Date Contract Ended:
Date Report Card Completed:
Previous Report Card Rating:

Topic	Questions	Findings	Points	Comments
PRICE LISTS				
Price List		Was the price list being used by the contractor the current approved price list?	Yes/No	
Modifications		Was the contractor responsive to City directed changes to priorities and/or schedule?	1....2....3....4....5	
Modifications		Number of change orders?		
Contractor recommended change orders				
City recommended change orders				
Billing				
FINANCIAL		The contractor comply with billing responsibilities?	1....2....3....4....5	
Bankruptcy		Is the Contractor free from Bankruptcy proceedings?	Yes/No	
Sub-contractors		If applicable, was sub-contractor information collected in the contractor's system and included in the billing detail?	1....2....3....4....5...NA	
Sub-contractors		Were sub-contractors paid timely without notices filed?	1....2....3....4....5...NA	
ADMINISTRATIVE				
Change of Name		Did the contractor comply with Change of Name requirements?	Yes/No/NA	
Administrative		Was the contractor's Contact for Contract Administration information (address/phone/fax/email) correct?	Yes/No	

PROJECT (Answer in a scale of 1-5: 1 being below agreed upon standards - 5 being exceeded expectations)

Timeline	Was the order delivered on time?	Yes/No
Contract Scope	Did the contractor comply with the scope of their contract?	1....2....3....4....5
Sub-contractors	If there are participating sub-contractors, are the sub-contractors listed and current in the contract?	Yes/No/NA
Value added	Did contractor provide value added options for cost, schedule, or final product?	1....2....3....4....5
Professionalism	Did contractor exhibit professionalism and courtesy when dealing with City Staff?	1....2....3....4....5
Professionalism	Did contractor exhibit professionalism and courtesy when dealing with Citizens and the business community?	1....2....3....4....5...NA
Professionalism	Was the quality of work performed to the standards required in the contract?	1....2....3....4....5
Professionalism	Did the contractor and the contractor's staff perform in a professional manner?	1....2....3....4....5
Site	Was the site clean and organized?	1....2....3....4....5...NA

OVERALL
Additional Comments that impact points?

TOTAL POINTS

Grade (77-85=A, 68-76=B, 58-67=C)

A....B....C....F

10/1/2014 Version

Directions: The lead manager on the contract will complete the form with input from accounts payable and any additional departments affected by the contract. This form must be filled out between 90 and 30 days before contract completion. If the contract is going out for new bid, this form must be completed before solicitation is posted.

*Once the contractor report card is complete, two copies must be created. One copy will be kept in the project folder and the other copy sent to the Purchasing Department for cataloging.

Lead Manager Signature



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in bid response.

VENDOR AGREEMENT

This Agreement made this ____ day of ____, 20__, by and between City of League City (City), located in League City, Texas and _____, located at _____ (Contracting Party).

City and Contracting Party agree as follows:

1. **CONTRACT TERM:** The initial term of this Agreement shall be for a period of ____ year(s), from ____ to _____. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice to Contracting Party.

2. **CONTRACT DOCUMENTS/WORK STATEMENTS:** The provisions of the attached City Request For Proposal - RFP (or Request for Qualifications - RFQ) dated _____, Contracting Party's response to RFP dated _____, and Exhibits _____ (if any), are hereby incorporated by reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in Exhibit _____ (if any). To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

The provisions of this document

3. **CONTRACT FEE:** In consideration for the mutual covenants contained herein, City shall pay Contracting Party for _____ work _____ satisfactorily performed as follows: _____ compensation shall not exceed _____. Total Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code.

4. **CONFLICT OF INTEREST:** Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. **INDEPENDENT CONTRACTOR:** This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates,



and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City or the State of Texas of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate.

11. **NOTICES:** Any notice given under this contract by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Council-person, officer, director, employee, administrator and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Galveston County, Texas.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. **SUBCONTRACTS:** Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. **TAX EXEMPTION:** City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. **CONFIDENTIALITY:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party



shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. **INTELLECTUAL PROPERTY:** Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the State of Texas and City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or City in a judgment or settlement.

19. **INDEMNIFICATION:** Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. **INSURANCE:** For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. **AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS:** The Contracting Party agrees and authorizes City and/or the State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

23. **SOVEREIGN IMMUNITY:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. **REPRESENTATIONS BY CONTRACTING PARTY:** Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. **ELIGIBILITY TO RECEIVE PAYMENT:** Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation is inaccurate.



26. **PAYMENT OF DEBT/DELINQUENCY TO STATE:** Contracting Party certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

27. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

28. **TRAVEL EXPENSES:** If the Agreement requires City to reimburse for travel expenses, the Contracting party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines applicable to State of Texas employees.

29. **RISK OF LOSS:** All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

30. **PUBLICITY:** Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

31. **LEGAL CONSTRUCTION/SEVERABILITY:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

32. **NON-WAIVER:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

34. **ENTIRE AGREEMENT:** This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

35. **AUTHORITY:** The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

36. **AMENDMENT:** This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

37. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

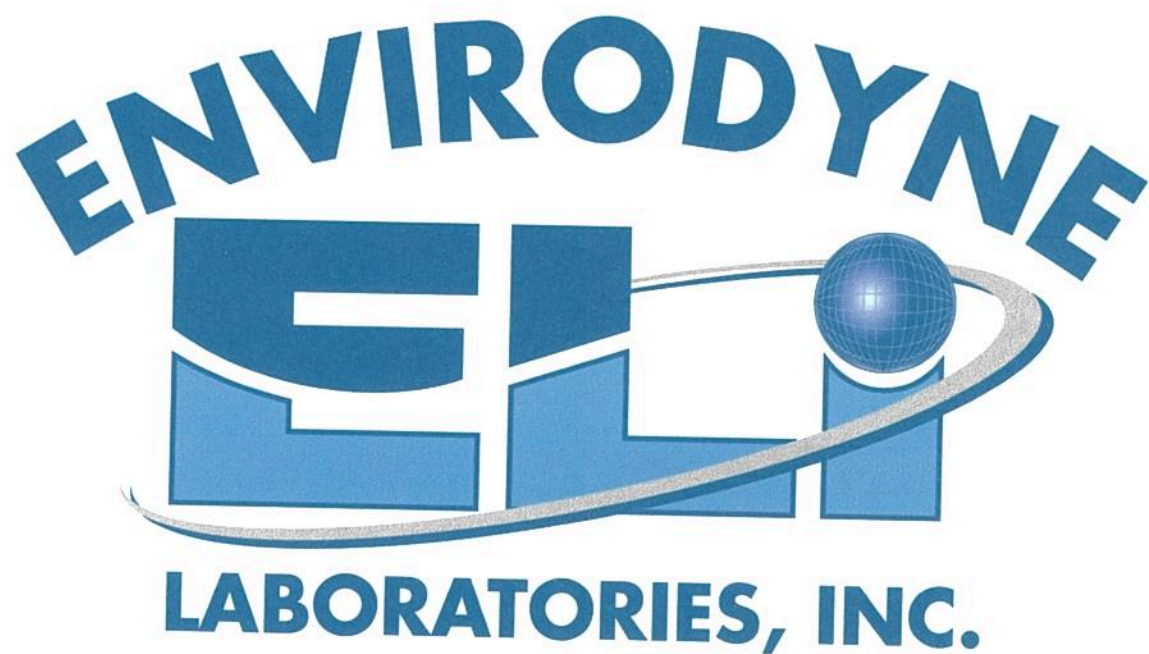
☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



**Statement
of
Qualifications/Resume'**



ENVIRODYNE LABORATORIES, INC.

Tanny Busby **(Lab Director/Project Coordinator)** **Experience**

Tanny is an Environmental Chemist, a Registered Environmental Manager (REM) and a Certified Water/Wastewater Treatment Operator in the State of Texas. With over 40 years of experience in the Environmental Industry.

Professional Training Courses Taught

- QA/QC in the Laboratory
- Chemical Interpretation of Lab Data
- Laboratory Management
- Analytical Data for the Environmental Professional
- Process Control for the Operator
- Sample Collection Techniques
- Mico Exams for the Wastewater Eco System
- Where Did That Chemical Come From?
- Management Courses, (e.g. Sustainability)
- How to Develop – Sludge Wasting Programs

Previous Positions Held

- Texas Water Utilities Association ~ (President)
- Texas Commission of Environmental Quality ~ (Certification Advisory Committee)
- Texas A&M University Engineering Ext. ~ (Advisory Committee)
- Laboratory Analysis Section (LAS) ~ (President & QC Chair)
- Texas Water Research Foundation (TWRF) ~ (Committee Member)

Operations Experience

- Conventional Activated Sludge
- Contact Stabilization
- Trickling Filter
- Lagoons
- Extended Aeration
- Pure Oxygen
- Oxidation Ditch
- Pre-treatment
- Anoxic Treatment
- Collection System Operations & Repairs
- Surface Water Treatment Plants
- Distribution System Operations & Repairs
- Ground Water Plants

Certifications

- “A” Water
- “A” Wastewater (Double A Club)
- National Registry of Environmental Professional) NREP
 - Registered Environmental Manager (REM)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

TANNY O BUSBY JR

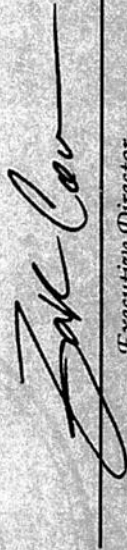
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS A WASTEWATER TREATMENT OPERATOR

License Number: WW0015818

Issue Date: 06/07/2013

Expiration Date: 06/01/2016



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

TANNY O BUSBY JR

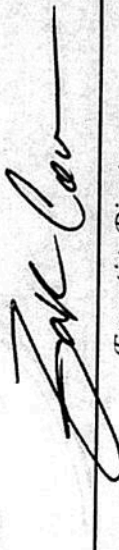
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS A WATER OPERATOR

License Number: WO0014785

Issue Date: 05/13/2013

Expiration Date: 06/01/2016



Executive Director

Texas Commission on Environmental Quality

Texas Natural Resource Conservation Commission

Hereby presents this
Certificate of Appreciation to:

Fanny Busby, Jr.

for his Dedication and Service as

Member

of the

Texas Water Utility Operator Certification Advisory Committee

Carol Battenton

Carol Battenton, Director



Juanita R. Lopez
Juanita R. Lopez, Manager



ENVIRODYNE LABORATORIES, INC.

Laura L. Bonjonia
Lab Manager

Experience

Laura has been in the environmental industry since 1996, Her expertise consist of statistical data review, microbiology and biochemistry. She is experience with regulatory protocols.

Responsibilities

- Instrumentation Development
- Process Control Trouble-shooting
- Analyst Training
- Data Interpretation
- Wastewater Operations Consulting
- Pretreatment Monitoring
- Field Compliance Protocols
- LIMS Administrator
- Information Technology Systems

Certifications:

“C” Wastewater – “D” Water

Affiliations

- Institute of National Environmental Laboratory Accreditation (inela)
- Texas Water Utilities Association (TWUA)
- Laboratory Analyst Section (LAS)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

LAURA L BONJONIA

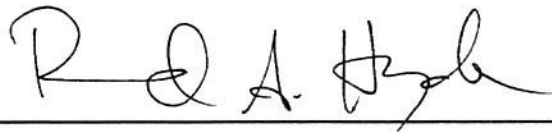
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS C WASTEWATER TREATMENT OPERATOR

License Number: **WW0012911**

Issue Date: **07/18/2014**

Expiration Date: **10/04/2017**



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

LAURA L BONJONIA

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS C GROUND WATER TREATMENT OPERATOR

License Number: **WG0011965**

Issue Date: **05/07/2015**

Expiration Date: **06/30/2018**



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

DINDI S YU PHD

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: WW0051167

Issue Date: 06/13/2014

Expiration Date: 06/13/2017



Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ALEXIS C BRUNNER

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: **WW0051155**

Issue Date: **06/12/2014**

Expiration Date: **06/12/2017**

A handwritten signature in black ink, appearing to read "R. A. Hyde", is written over a horizontal line.

*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHARLES ASHLEY

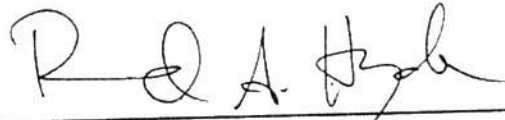
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS C WASTEWATER TREATMENT OPERATOR

License Number: **WW0028911**

Issue Date: **07/28/2014**

Expiration Date: **08/10/2017**

A handwritten signature in dark ink, appearing to read "R. A. Hyde", is written over a horizontal line.

Executive Director

Texas Commission on Environmental Quality