



Response to Invitation to Bid  
**#17-054 – GENCO Canal Aeration &  
Vegetation Management**

Prepared for:  
City of League City  
300 West Walker  
League City, TX 77573

**August 21, 2017**

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## SOLitude Lake Management Company Overview & Qualifications

### *Summary*

SOLitude Lake Management (SOLitude) is committed to providing full service lake and pond management services that improve water quality, preserve natural resources, and reduce our environmental footprint. Our services include lake, pond, reservoir, wetland, and fisheries management programs, algae and aquatic weed control, mechanical harvesting, hydro-raking, installation and maintenance of fountains and aeration systems, water quality testing and restoration, bathymetry, lake vegetation studies, biological assessments, habitat assessments, invasive species management, stormwater compliance and remediation, dredging, and more. Learn more about SOLitude Lake Management at [www.solitudelakemanagement.com](http://www.solitudelakemanagement.com).

### *Services and Qualifications*

SOLitude Lake Management is dedicated to providing clients with the most complete and cost-effective solutions for the management of their lakes, ponds, wetlands and stormwater facilities. We are a licensed pesticide business and the services we offer are all performed by highly trained biologists, ecologists, environmental scientists and aquatic resource specialists. Our goal is to restore and preserve ecological balance while enhancing the natural beauty of aquatic ecosystems.

Algae and lake weed control is particularly important to the health and quality of any aquatic ecosystem. SOLitude is a Steward of Water and SePRO Preferred Applicator, and we have participated in the field trials and testing of many new herbicides and other products used for the treatment of aquatic weeds and algae. Our algae testing and monitoring also allows us to identify and quantify the presence of toxic algae that, if left untreated, could pose human and animal health concerns.

SOLitude is one of the preeminent experts in lake and pond aeration. For several years, our company has been recognized as one of the top three distributors of AquaMaster fountains and aeration systems in the world. SOLitude is a factory service center, accredited repair facility, and distributor for AquaMaster, Vertex, Otterbine, Kasco and AquaControl fountains and aerators.

Water quality monitoring, testing, and restoration are the backbone of any long term integrated lake or pond management program. Our firm is a leader in the testing and implementation of biological augmentation as a means to improve water quality and remove organic sludge and other biodegradable wastes that accumulate on the bottom of a pond. We are also an experienced distributor and applicator of the latest in phosphorus remediation products designed to remove or sequester available phosphorus from the water column, thus restoring water quality and improving clarity.



For area-selective removal of nuisance, floating and rooted aquatic vegetation, hydro-raking and mechanical harvesting services are offered. In addition to being an economical alternative to dredging, hydro-raking and harvesting are valued for their ecological benefits to aquatic ecosystems. Should maintenance dredging be required, SOLitude can coordinate a multi-faceted dredging effort.

Innovation sets SOLitude apart from others in the industry. We utilize the latest mapping and depth measuring hardware, software, and other equipment to provide our clients with three-dimensional lake models, bathymetric studies, sediment and contour mapping and vegetation surveys. Mapping services in combination with routine maintenance and inspections allows us to help clients properly budget for future facility repairs or dredging.

Fish can often be an overlooked part of the lake management equation, but we pride ourselves in being a leader in fisheries management. From fish stocking to fish habitat management, electroshocking surveys and population assessments, we offer a complete range of services to help clients reach and exceed their fisheries management goals. For those clients who are looking to create a trophy fishery, we have cutting edge management programs to help achieve these goals.

SOLitude Lake Management and staff are active members of many associations dedicated to the improvement of our industry and professional growth including CAI (Community Associations Institute), NALMS (North American Lake Management Society), APMS (The Aquatic Plant Management Society), AERF (Aquatic Ecosystem Restoration Foundation), RISE (Responsible Industry for a Sound Environment), WSSA (Weed Science Society of America), GCSAA (Golf Course Superintendents Association of America), various Turfgrass Councils, and the American Fisheries Society, to name a few. We are founding members of the Society of Lake Management Professionals, an organization dedicated to the management and preservation of fresh water resources, and the accreditation of the professionals who serve this industry.

Visit [www.solitudelakemanagement.com/services](http://www.solitudelakemanagement.com/services) to learn more about our offerings and award winning organization.



## Our Approach

The team at SOLitude Lake Management prides themselves on their ability to provide excellent service to our clients. Along with an outstanding customer service team, SOLitude has an experienced and highly trained team of aquatic scientists and aquatic service professionals. Our team in the field is made up of environmental scientists, aquatic biologists, fisheries biologists and aquatic ecologists, ensuring that there is always a qualified professional working at our lakes and ponds. In addition to having the necessary experience and education, they are also licensed aquatic pesticide applicators, as well as AquaMaster-Trained Aeration Service Technicians and SePRO Preferred Applicators.

Our number one goal, in addition to exceeding client expectations, is to take the most proactive and environmentally friendly approach to lake and pond management. With ecologically balanced practices, stringent recycling guidelines, eco-friendly solutions to reducing herbicide and pesticide dependency, and most importantly, a strong environmental sustainability culture within our company, we help our clients let nature do what it does best.

We've also made it our mission to continuously educate our clients. We provide our clients with a wealth of lake management knowledge and resources, the latest industry advancements, up-to-date regulatory information, and seasonal strategies. We give clients what they need to help them disseminate valuable information to their community members, adjacent land owners, or other stakeholders and interested parties on a variety of engaging lake, pond and fisheries management topics.

SOLitude continuously strives to help create a better world. Our team members are making a difference in their local communities through their efforts in volunteerism, activism, outreach and environmental consciousness. We truly care about the environment and the world we live in, and our overwhelming passion for the outdoors is apparent in everything we do. From company leadership to seasonal employees, the team at SOLitude is fulfilling company core values every day by “taking action and being accountable” and “protecting and respecting nature.”



**Matthew Ward**

**Project Manager**

Biologist and Territory Leader

***Education***

Bachelor of Science in Biology, Texas A&M University

Master of Science in Biochemistry, Texas A&M University

***Joined Our Team***

January 2006

***Professional Associations***

Member of Texas Aquatic Plant Management Society

Member of Texas Chapter American Fisheries Society

Member of The Society of Lake Management Professionals

Former President of Texas Aquatic Plant Management Society

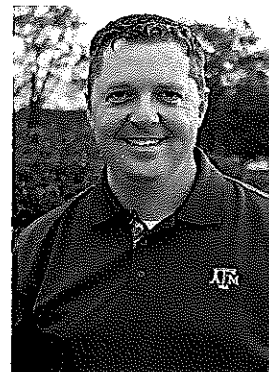
***Training and Certifications***

TDA Certified Aquatic Pesticide Applicator

Qualified Compliance Inspector of Stormwater Texas

***Biography – Areas of Expertise and Successful Projects***

As a Biologist and Territory Leader at SOLitude, Matt brings a scientific and resource conscious approach to the company's lake, pond and fisheries management projects. Matt has more than a decade of industry experience in the management of thousands of acres of water across the Southwest throughout his career, and has designed water monitoring programs for all types of waterbodies, including a 3,600-acre reservoir in northeast Texas. Matt holds a Master of Science degree in Biochemistry, and is passionate about expanding his industry knowledge through laboratory research and countless hours in the field. In addition to his hands-on experience in aquatic environments, Matt spends much of his time in educational settings, and has given hundreds of presentations to children and university students through the Texas Forestry Expo and Texas A&M.



Cory Smith  
Territory Leader



***Professional Licenses and Accreditations***

Licensed Commercial Applicator,  
Texas Department of Agriculture

***Joined Our Team***

March 2008

***Professional Associations***

Texas Aquatic Plant Management Society (TAPMS)

***Biography – Areas of Expertise and Successful Projects***

Cory Smith is Territory Leader serving clients in SOLitude's Texas market. Cory is responsible for all daily operations, field supervision and installations performed by the team, and regularly works to help clients exceed their property goals – whether those are enhanced aesthetics or growing the largest bass in Texas. He also works closely with the Business Development team, helping to create lake, pond and fisheries management plans for new clients across the Southwest.



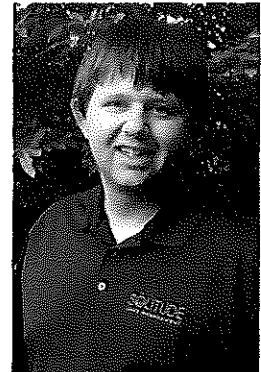
## **Our Team: Qualifications and Experience of Assigned Personnel**

**Buford Lessley**  
Aquatic Biologist

### ***Education***

Bachelor of Science in Wildlife, Fisheries & Aquaculture and  
Wildlife-agriculture Conservation, Mississippi State University

Master of Science degree in Biology, Freshwater Ecology &  
Fisheries Science, University of Texas Rio Grande Valley



### ***Joined Our Team***

April 2017

### ***Additional Experience***

3 years as a Graduate Research Assistant in Freshwater Ecology and Fisheries Science  
2 months as an Assistant Biologist

### ***Professional Associations***

Society of Ecological Restoration, Texas Chapter

### ***Training and Certifications***

Louisiana Vessel Operator Certification  
Hazwoper 40 Hour OSHA  
Red Cross CPR, First Aid, AED, and Emergency Oxygen  
S290 Intermediate Fire Behavior  
Texas Hazardous Communication Act  
Heat Stroke and Head Exhaustion  
Marine Mammal Stranding Response  
Harmful Algal Bloom Response  
SSI Open/Advanced Diver with NITROX, Deep, Navigation, Night, and Wreck Specialties

### ***Biography – Areas of Expertise and Successful Projects***

Buford Lessley is an Aquatic Biologist based out of SOLitude's Tyler, Texas office. Buford works with each client to determine the best approach for the management of their aquatic resources, and implements sustainable solutions to help clients achieve their goals. He enjoys all aspects of lake and pond management, and has particular interests in electrofishing surveys, vegetation management, water quality testing and monitoring, and fish stocking. Buford





received his Bachelor of Science degree in Wildlife, Fisheries and Aquaculture from Mississippi State University. He went on to earn his master's degree in Biology from the University of Texas Rio Grande Valley, where his work focused on fish and macroinvertebrates communities found in oxbows and distributaries of the Rio Grande. Through his education, he developed multimetric indexes combining structural and functional indicators to assess wetland ecosystem health, and has presented his work on ecosystem assessment at annual conferences and society meetings, and to the Texas Master Naturalists. Buford has also developed protocols for the use of drone technology in vegetation assessment and GIS and continues to build on his knowledge with the newest scientific research and continuing education.



**Dustin Vassar**  
Business Development Consultant



***Education***

Business Finance, University of Texas at Arlington

***Joined Our Team***

September 2016

***Additional Experience***

4 years with Ricoh USA

1 year as a Business Performance Advisor with Insperity

***Professional Associations***

Vice President of Club Membership for Toastmasters International

***Biography – Areas of Expertise and Successful Projects***

Dustin Vassar is a Business Development Specialist serving SOLitude's clients in the Southwest. Dustin is responsible for helping the team build relationships with clients in the region as SOLitude continues to grow. He graduated with a degree in Business Finance from the University of Texas at Arlington, and spent his early career with Ricoh USA, where he was a top contributor in the marketplace. After that, Dustin transitioned to a Business Performance Advisor role for an organization that helped small businesses succeed. There, Dustin developed ways for his clients to reducing administrative costs, attract and retain top talent and shape company culture before joining SOLitude in 2016.



**Jason Regester**  
Aquatic Specialist

***Education***

Bachelor of Science Degree in Ag-Business with a minor in  
Select Business Courses, Sam Houston State University

***Professional Licenses and Accreditations***

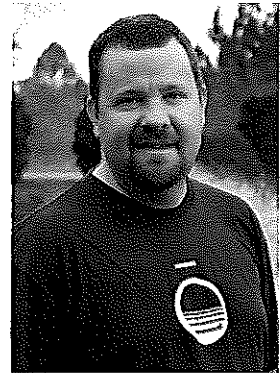
Commercial Pesticide Applicator License, Texas Department of Agriculture  
Commercial Pesticide Applicator License, Louisiana Department of Agriculture & Forestry

***Joined Our Team***

May 2007

***Biography – Areas of Expertise and Successful Projects***

Jason Regester is an Aquatic Specialist who has serviced clients in SOLitude's Southwestern market since 2007. Jason is experienced in all aspects of water quality testing and restoration, algae and aquatic weed control, fish habitat management and a multitude of other aquatic management services, and takes a special interest in enhancing fisheries through electrofishing surveys and data comparison. He received his Bachelor of Science degree from Sam Houston State University in Huntsville, and is dedicated to continuously expanding and sharing his industry knowledge with SOLitude's clients.



**Jessica Metz**

Wildlife and Fisheries Biologist

***Education***

Bachelor of Science degree in Wildlife and Fisheries Sciences,  
Texas A&M University

***Professional Licenses and Accreditations***

OUPV Captain's License through the US Coast Guard  
Texas Pesticide Applicator License  
Aquatic Pest Control License  
Turf Pest Control License  
Ornamental Pest Control License

***Joined Our Team***

June 2016

***Professional Associations***

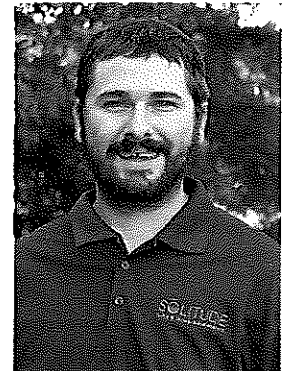
American Fisheries Society

***Biography – Areas of Expertise and Successful Projects***

Jessica Metz is a Wildlife and Fisheries Biologist at SOLitude. She works directly with clients to help them achieve their lake and pond management goals. She also assists with the coordination of SOLitude's fisheries management program and has a special interest in fish stocking and trophy fisheries management. Jessica earned a degree in Wildlife and Fisheries Sciences from Texas A&M University, and went on to work as a deck hand for a charter fishing boat and obtain her OUPV Captains license through the US Coast Guard before joining SOLitude in 2016.



**Logan Cowan**  
Wildlife and Fisheries Biologist



***Education***

Bachelor of Science degree in Wildlife and Fisheries Sciences,  
Texas A&M University

***Professional Licenses and Accreditations***

Pesticide Applicator License for Aquatic Pest Control in TX

***Joined Our Team***

October 2014

***Additional Experience***

2 years as a Fisheries Biologist for Total Lake Management  
1 years as a Wildlife Removal Specialist

***Biography – Areas of Expertise and Successful Projects***

Logan Cowan is a Fisheries Biologist working out of SOLitude's Texas office. Logan helps develop individualized lake, pond and fisheries management plans for new and existing clients, and has a special interest in analyzing fisheries data from electrofishing surveys. Logan earned his Bachelor of Science degree in Wildlife and Fisheries Sciences from Texas A&M University and is certified in Aquatic Pest Control in the state of Texas.



**Robert Callaway**  
Aquatic Specialist



***Professional Licenses and Accreditations***

Licensed Commercial Pesticide Applicator

***Joined Our Team***

July 2007

***Training and Certifications***

Certified Otterbine service technician  
Certified AquaMaster service technician

***Biography – Areas of Expertise and Successful Projects***

Robert Callaway is an Aquatic Specialist who has been with SOLitude since 2007. He works with clients to develop comprehensive lake and pond management goals and has thorough experience in fish hauling and stocking techniques. In addition to being a licensed Commercial Pesticide Applicator, Robert is a Certified Service Technician through Otterbine and AquaMaster. Robert uses his industry expertise to keep projects on track and serves as a knowledgeable resource for clients across SOLitude's Southwestern market.



**Ryan Young**  
Aquatic Technician



***Education***

Bachelor of Science degree in Poultry Science, Texas A&M

***Professional Licenses and Accreditations***

Texas Pesticide Applicator License  
Aquatic Pest Control License

***Joined Our Team***

June 2015

***Professional Associations***

American Fisheries Society

***Training and Certifications***

Certified Otterbine service technician

***Biography – Areas of Expertise and Successful Projects***

Ryan Young is an Aquatic Technician serving clients in SOLitude's Southwestern market. He focuses on creating healthier aquatic ecosystems for clients and provides a complete range of lake and pond management services, including lake mapping, fisheries management and fountain and aeration solutions. He also has a special interest in bass angling, mapping, vegetation management and fisheries management. Ryan graduated from Texas A&M before joining SOLitude in 2015.



Travis McCarver  
Aquatic Scientist

***Education***

Bachelor of Science degree in Rangeland Ecology  
and Management, Texas A&M University

***Professional Licenses and Accreditations***

Texas Pesticide Applicator License  
Aquatic Pest Control License  
Turf Pest Control License  
Ornamental Pest Control License

***Joined Our Team***

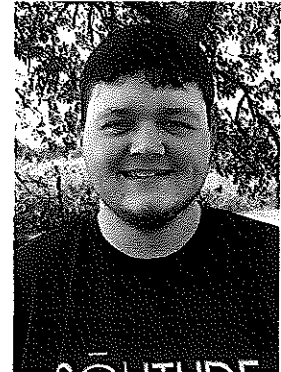
May 2016

***Training and Certifications***

Certified Otterbine Service Technician  
Certified AquaMaster Service Technician

***Biography – Areas of Expertise and Successful Projects***

Travis McCarver is an Aquatic Scientist serving clients in SOLitude's Southwestern market. In addition to delivering sustainable aquatic, turf and ornamental pest and weed control treatments, he provides comprehensive aeration and fountain unit installation and mechanical repair services. Travis enjoys solving problems and takes a special interest in troubleshooting to identify and fine-tune effective lake and pond management solutions. Travis graduated from Texas A&M University with a Bachelor of Science degree in Rangeland Ecology and Management, and continues to expand his industry knowledge and experience through regular licensing and product training opportunities.





## Project Methodology

Once the contract has been awarded, work will be scheduled contingent upon availability of equipment.

### Permitting

SOLitude will be responsible for ensuring that all necessary permitting is obtained.

### Treatment/Services

SOLitude Lake Management will remove, kill and dispose of at least 90% of the floating aquatic vegetation (hydrilla / water hyacinth) from the GENCO Canal in League City, Texas, as well as furnishing and installing a solar – powered subsurface, bottom diffused aeration system to provide dissolved oxygen to the canal. The vegetation will be treated with herbicide and mechanically removed from the canal through the use of a hydro-rake. A hydro-rake is essentially a floating backhoe equipped with a rake attachment that can be used to remove debris, decaying organic matter and aquatic vegetation. The hydro-rake is propelled by paddle wheels allowing it to work in shallow or sensitive shoreline areas that are typically inaccessible with conventional equipment.

The hydro-rake is ideal for removing undesirable emergent plant growth such as water hyacinth and hydrilla. The hydro-rake requires in general water depths ranging from 18 inches to 10 feet in order to operate. Different rake attachments can be used to provide targeted sediment removal. Removing plants and debris will help to reduce the overall nutrient load, minimizing common water quality issues like low dissolved oxygen, foul odors and nuisance algae blooms. Following mechanical removal of the vegetation it will then be placed in containers where it will dewater and be removed off-site.

**Two (2)** solar-powered aerations system will be installed in the canal. One system will be placed on the east side of south shore boulevard and the other system will be placed on the west side of south shore boulevard. Each system has 4 diffusers, each diffuser will be placed evenly apart at the bottom of the canal. The diffusers release oxygen into the water in turn improving water quality and helping to limit growth of submersed vegetation and algae. The systems to be installed are **two (2)** Keeton SB4 solar powered subsurface aeration systems with battery backup. The battery back-up enables the system to run at night or during extended periods of poor weather. The system is designed to operate 20 hours per day and has enough battery capacity to run the system up to three days without any solar input. Included with each system are solar panels with pole mounting brackets, a specially designed, energy efficient compressor, a high volume cooling fan, a fully adjustable aluminum manifold, Duraplate™ diffusers and self-weighted Alpine™ tubing. The compressor cabinets are thick-walled, recycled cabinets with



ASTM rated acoustic sound dampening foam that is weatherproof and holds up to conditions better than metal cabinets. The warranty period is 3 years from date of installation.

Each system will be placed on land and installed on a concrete slab, SOLitude Lake Management will design and build a chain link fence to enclose the system for protection.

The expected time frame to complete the removal of the vegetation and installation of the aeration system is 45 working days.

Additional herbicide treatments to control regrowth will be conducted at 6 months, 1 year and 2 years following the initial removal of the vegetation.

### **Pricing**

#### **Hydro-Raking**

\$100,000.00

Pricing includes all labor and machinery needed to remove vegetation from the canal and transport the material off site

#### **Keeton Solar Aeration Systems (2)**

\$36,225.00

All labor and parts needed to complete installation are included

#### **Herbicide Treatments**

All product and labor needed to conduct treatments are included in pricing

Initial treatment \$8,060.00

6 months \$4,030.00

1 year \$4,030.00

2 years \$8,060.00



## References

### City of College Station

Address: 1000 Krenak Rap Road College Station, TX 77840

Phone: 979-255-8054

Contact Person: Frank Thompson

Email Address: [ftthompson@cstx.gov](mailto:ftthompson@cstx.gov)

Services Provided: Pond maintenance

### City of Tyler

Address: 511 w. Locust Street Tyler, TX 75702

Phone: 903-566-2327

Contact Person: James Weaver

Email Address: [jweaver@tylertexas.com](mailto:jweaver@tylertexas.com)

Services Provided: Pond & lake management services

### City of Athens

Address: 508 East Tyler Street Athens, TX 75751

Phone: 903-677-6617

Contact Person: Thanasis Kombos

Email Address: [tkombos@athenstx.gov](mailto:tkombos@athenstx.gov)

Services Provided: Pond Maintenance



City of College Station

Address: 1000 Krenak Rap Road College Station, TX 77840

Phone: 979-255-8054

Contact Person: Frank Thompson

Email Address: [ftompson@cstx.gov](mailto:ftompson@cstx.gov)

Services Provided: Pond Maintenance

Bush Presidential Library

Address: 1000 George Bush Dr W, College Station, TX 77845

Phone: 979- 446-2446

Contact Person: Don Crawford

Services Provided: Pond Maintenance

Wright-Way Services

Address: 12863 CR-192 Tyler, Texas 75703

Phone: 903-561-5191

Contact Person: Yvonne Wright

Email Address: [ywright@wright-way.com](mailto:ywright@wright-way.com)

Services Provided: Pond Maintenance



## General Conditions

- Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- Company is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- Company will maintain general liability and workman's compensation insurance.
- Company shall be reimbursed by the Client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Client that are not covered specifically by the written specifications of this contract.
- Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- The Client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the Client.
- The Client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

## Statement of Understanding

This proposal is submitted in accordance with the invitation to bid for #17-054 – GENCO Canal Aeration & Vegetation Management. SOLitude has read and understands all sections and provisions therein.

## Payments and Billing

SOLitude will invoice for portions of the project upon completion of a task, deliverable or service.



## **List of Attachments**

Example Certificate of Insurance

TDA Aquatic Applicator License

Hydro-Raking Information





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2017

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 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).

<b>PRODUCER</b> Scottish American Risk Services 869 Wall Street #200 Bend, OR 97703	<b>CONTACT</b> Jim Tripolone <b>PHONE</b> (A/C, No, Ext): 303-748-8869 <b>E-MAIL</b> ADDRESS: JimT@scottishamerican.com <b>FAX</b> (A/C, No): <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>INSURER B:</b> Insurance Company of the State of Pennsylvania <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b>  Solitude Lake Management LLC  9250 FM 2549 BRYAN TX 77808-3946		

## COVERAGES

## CERTIFICATE NUMBER:

## 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	ADD'L SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Blanketed Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PHPK1442191	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1442191	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB527737	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
	<input checked="" type="checkbox"/> 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	Y	WC 039-15-5949	04/01/2017	04/01/2018
A	Pollution Liability	Y	Y	9436131	04/01/2017	04/01/2018	Per Contamination \$5,000,000 Total Policy Aggregate \$5,000,000

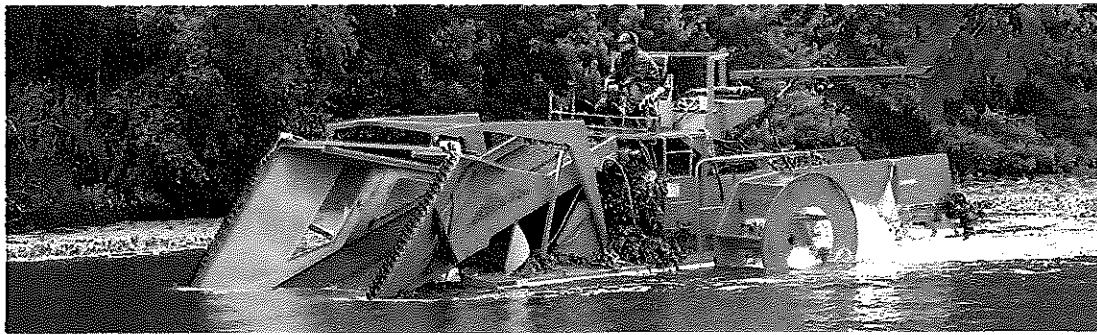
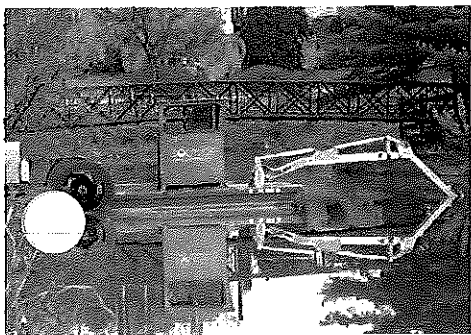
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Dallas and its officers, employees and elected representatives as additional insureds to all applicable coverages as required in a written contract.  
- Insured's Insurance is primary as respects to the city, its officers, employees and elected representatives  
- Insured's Insurance includes a Waiver of Subrogation on all applicable coverage as required in a written contract in favor of the City of Dallas and its officers, employees and elected representatives  
- All Policies include a 30-Day notice of cancellation, non-renewal and material changes notification to the City of Dallas

<b>CERTIFICATE HOLDER</b> City of Dallas Business Development & Procurement Services Attn: Jerry Perry, Buyer 1500 Marilla 3F-North, Dallas TX 75201	<b>CANCELLATION</b> 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
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ACORD 25 (2010/05)

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# Hydro-Raking and Mechanical Harvesting

## Nuisance Rooted Aquatic Vegetation Control

SOLitude Lake Management offers hydro-raking and mechanical harvesting to provide area selective removal of nuisance, floating and rooted aquatic vegetation and accumulated sediment. Eliminating undesirable plants and sediment in your waterbody can improve water quality, reduce odor and enhance recreational use.



### Hydro-Raking

The hydro-rake is essentially a floating backhoe equipped with a rake attachment that can be used to remove debris, decaying organic matter and aquatic vegetation. The hydro-rake is propelled by paddle wheels allowing it to work in shallow or sensitive shoreline areas that are typically inaccessible with conventional equipment.

The hydro-rake is ideal for routine beach and swim area maintenance, but can also be used to remove undesirable emergent plant growth such as cattails and *Phragmites*. Different rake attachments can be used to provide targeted sediment removal, establish boating channels or remove lily rhizomes. Removing plants and debris will help to reduce the overall nutrient load, minimizing common water quality issues like low dissolved oxygen, foul odors and nuisance algae blooms.

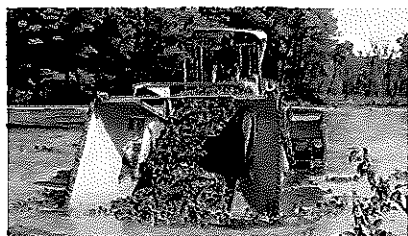
### ADVANTAGES OF HYDRO-RAKING

- Plants and debris are removed at the sediment-water interface.
- Effectively operates in water depths ranging from 18 inches to 10 feet.
- Removes plants and roots systems, as well as decaying organic matter, soft sediment and debris.
- One hydro-raking service can provide anywhere from one to three years or longer of nuisance plant control, depending on conditions.
- Clearing of selective areas including beaches as well as boating and fishing lanes.
- No chemical introduction or water use restrictions.
- Minimal disturbance to shoreline landscapes.
- Cost is far less than traditional dredging.





## >> Controlling Aquatic Vegetation with Hydro-Raking and Mechanical Harvesting



### Mechanical Harvesting

Mechanical harvesting is well-suited for clearing large areas of nuisance vegetation or cutting channels through dense vegetation to enhance recreational access. Harvesting can be performed for many different species of vegetation, but is most effective for plants that form a dense surface canopy like water chestnut or water hyacinth.

The harvesting machine has vertical and horizontal sickle-bar cutters that shear off the plants just above the lake bottom, or to a maximum depth of about six feet. Cut plants are collected and conveyed onboard the harvester to be deposited onshore and dewatered. Typically, one to two harvests are recommended to provide season-long control of commonly targeted species. A committed harvesting program can significantly reduce cover and density of annual plants as generations of seeds are removed from the growing cycle and assist in long-term nutrient reduction through removal of plant biomass.

### ADVANTAGES OF MECHANICAL HARVESTING

- Plant biomass and nutrients are removed from the waterbody.
- Area selective control of nuisance species.
- No temporary water use restrictions during or after the work.
- Offers an alternative in situations where herbicides are not appropriate or desired.
- Effectiveness is often enhanced when combined with other strategies.
- Long-term control is attainable for certain species.



### Prolong or Prevent Dredging

Dredging is one of the largest single expenditures a lake or pond manager will face. Hydro-raking or mechanical harvesting can be used to help prolong or eliminate the need for dredging. In addition to being an economical alternative to dredging, hydro-raking and harvesting are valued for their ecological benefits to aquatic ecosystems.

*"Not only does SÖLitude offer a top quality service at a reasonable cost but their customer service is outstanding. Numerous times I have needed information quickly and I always receive a response in a timely manner. For anyone who has lakes or ponds that they would like to be managed, I highly recommend going with SÖLitude."*

*Ryan Lee, PCAM, CMCA, AMS  
Project Maintenance Manager*

Control nuisance rooted aquatic vegetation in your lake or pond by utilizing hydro-raking or mechanical harvesting.

**Call 888.480.LAKE (5253) to get a conversation started with one of our specialists.**

**SÖLITUDE**  
LAKE MANAGEMENT

Learn more: [solitudelakemanagement.com/hydro-raking](http://solitudelakemanagement.com/hydro-raking) or [solitudelakemanagement.com/harvesting](http://solitudelakemanagement.com/harvesting)

[solitudelakemanagement.com](http://solitudelakemanagement.com)





**TEXAS DEPARTMENT OF AGRICULTURE**  
**COMMISSIONER SID MILLER**  
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847  
(877) LIC-AGRI (877-542-2474)  
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE  
[www.TexasAgriculture.gov](http://www.TexasAgriculture.gov)  
**COMMERCIAL PESTICIDE APPLICATOR LICENSE**

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

**COLE KABELLA**  
**2125 DUMFRIES DR**  
**BRYAN TX 77807**

**TDA Client No:** 00564923  
**License No:** 0743626  
**Effective Date:** October 10, 2016  
**Expires:** October 31, 2017  
**Categories:**





City of League City  
Request for Proposal #17-054  
GENCO Canal Aeration & Invasive Vegetation Management

**1. Introduction:**

The City of League City is soliciting proposals from firms who are interested and qualified to remove, kill and dispose of floating aquatic vegetation (hydrilla / water hyacinth) from the GENCO Canal in League City, Texas, including furnishing and installing a solar-powered subsurface, bottom diffused aeration system to provide dissolved oxygen to the canal. The objective is to significantly reduce the amount of floating aquatic vegetation within the GENCO Canal from Davis Road downstream to FM 2094 at the Cypress Bay subdivision. The proposal shall include two (2) years of maintenance on the solar-powered subsurface aeration system and three (3) maintenance cycles of removing any additional floating aquatic vegetation (at 6 months, 1 year and 2 years). It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

**1.1 Clarification and Interpretation of RFP**

1.1.1 The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

**1.2 Purpose**

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the City as defined in this document.

**2. Background Information:**

**2.1 General**

The GENCO Canal was originally constructed as the cooling water discharge canal for the Texas Genco (formerly HL&P) Power Plant, located at 19301 Old Galveston Road, Webster, Texas. The power plant ceased operations in 2005. The area of the old power plant has been developed and is currently the Edgewater development, which opened in July 2009. Various portions of the cooling water discharge canal has been sold and/or traded to various entities, including the City of League City, Texas. Siphons under Clear Creek and Robinson Bayou have been abandoned and/or plugged in place. The portion of the GENCO Canal addressed in this study is from Davis Road to FM 2094, where the water levels in the canal are regulated by a concrete weir. Downstream of the weir, the canal has been developed into a navigable waterway connected to Galveston Bay.

**3. Scope of Work:**

**3.1 General**

Contractor shall remove, kill and dispose of the at least 90% of the floating aquatic vegetation (hydrilla / water hyacinth) from the GENCO Canal within the project limits (from Davis Road downstream to FM 528 at the Cypress Bay subdivision). Contractor shall also provide and install a solar-powered aeration system to provide dissolved oxygen to the canal at two locations.

**3.2 Treat, Remove and Dispose of Floating Aquatic Vegetation**

3.2.1 Contractor shall remove, kill and dispose of the at least 90% of the floating aquatic vegetation from the GENCO Canal within the project limits (from Davis Road downstream to FM 528 at the Cypress Bay subdivision) from bank to bank and from all structures, trees and obstacles.

3.2.2 Contractor shall remove the vegetation before killing it and disposing of it so that it does not sink to the bottom of the canal, begin to decompose, and create odor issues for neighboring subdivisions and the golf course.

3.2.3 Contractor shall treat floating vegetation with EPA-approved aquatic herbicides. The applicator shall be commercially licensed in aquatics by the Texas Department of Agriculture (TDA). A copy of the applicator's license and certificate of insurance (COI) shall be submitted with the proposal.

3.2.4 At least 90% of the floating aquatic vegetation shall be removed and treated.

3.2.5 All material removed from the canal shall be hauled off-site and disposed of in accordance with applicable laws and regulations. Any permits, licenses or disposal fees applicable shall be included in the proposal.

3.2.6 Any follow-up visits to treat and remove the remaining vegetation shall be included in the bid, including maintenance and retreatment as required at 6 months, 1 year, and 2 years after original vegetation removal.

3.3 Canal Aeration System

3.3.1 Contractor shall also design, furnish and install a solar-powered subsurface, bottom diffused aeration system to provide dissolved oxygen to the canal.

3.3.2 The aeration system shall be solar powered, such as a Vertex Britestar 2, SolarBee, or equivalent.

3.3.3 If any of the aeration system is placed on land, the system shall be installed on a concrete slab and protected by a chain link fence, which are to be designed and installed by the Contractor.

3.3.4 All equipment shall be weatherproof or located in a weatherproof, powder-coated aluminum cabinet.

3.3.5 Solar aeration system shall include a minimum three (3) year warranty.

3.3.6 Contractor shall perform all required service and maintenance on the solar aeration system for two (2) years and the cost thereof shall be included in the proposal.

3.4 Communication Requirements

3.4.1 Proposal shall include a kick-off meeting with the project team to discuss removal methods and location(s) of the solar-powered aerators

3.4.2 The successful proposer will submit a construction schedule showing critical dates and timelines.

3.4.3 Progress meetings or conference calls - the City requires ongoing and open communications between designated City representatives and the successful proposer over the course of the project.

3.4.4 All communications shall be appropriately structured for the intended audience, and shall be in the simplest, most direct format possible, clearly articulated and easily understood.

4. Contract Terms and Conditions:

4.1 General

It is anticipated that this contract is for completion of services within thirty (30) calendar days of Notice to Proceed (proposers to submit schedule with proposal), with extension terms available, upon mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

#### 4.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

### 5. Instructions to Bidders:

#### 5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. **It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.** Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

#### 5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

**Request for Proposals Issued: July 31, 2017**

**2<sup>nd</sup> Notice to Bidders: August 07, 2017**

**Deadline for Submitting Questions: August 11, 2017, 11:00 a.m.**

**Proposal Submission Deadline: August 22, 2017, 2:00 p.m.**

**Selection Process: August 23 – September 05, 2017**

**Planned Award of Contract: September 12, 2017**

**Planned Notice to Proceed Issued: Week of September 25, 2017**

**5.3 Statement of Compliance**

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

**5.4 TAB A – Qualifications and Experience**

5.4.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

5.4.2 Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc.

5.4.4 Describe the experience of the firm in the last sixty (60) months in performing services in similar size and scope.

**5.5 TAB B – Project Methodology**

5.5.1 Provide an estimated timeline to complete the proposed work.

5.5.5 Provide the means and methods for removal, killing, and disposal of the floating aquatic vegetation detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.

5.5.6 Provide the type, specifications and proposed location(s) of the solar-powered aeration system.

**5.6 TAB C – Pricing**

5.6.1 The proposals shall provide a breakdown of costs for the Vegetation Removal and the Aeration System) for the initial effort and for each maintenance cycle.

**5.7 TAB D – References**

5.7.1 Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.

5.7.2 Include names and telephone numbers of persons whom the City of League City can contact for references regarding the firm's past performance on similar projects.

**5.8 TAB E – Conflict of Interest**

5.8.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and



business and financial relationships such persons may have with City of League City officers.  
The form can be located at the Texas Ethics Commission website:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

By doing business or seeking to do business with the City of League City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

**Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Rebecca Underhill
	Purchasing Manager	Shawna Tubbs
	Senior Drainage Engineer	Jack Murphy

## 5.9 **TAB H – Certification**

5.9.1 See Page 7.





**BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the bidder 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 anti-trust laws of this 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 fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

**Bidder must initial next to each addendum received in order to verify receipt:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY:

SOLitude Lake Management

REPRESENTATIVE's NAME:

Dustin Vassar

REPRESENTATIVE's TITLE:

Business Development Consultant

MAILING ADDRESS:

9250 FM 2549, Bryan, TX 77808

CITY, STATE, ZIP:

Bryan, TX 77808

PHONE & FAX NUMBERS:

817-681-1338 Fax 888-358-0088

E-MAIL ADDRESS:

dVassar@solitudelake.com

AUTHORIZED SIGNATURE:



DATE:

August 15, 2017

#### **j. Proposal Evaluation Process**

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
  - 6.1.1 **Project Design and Methodology – 10 pts**
  - 6.1.2 **Rates, Fees and Expenses – 60 pts**
  - 6.1.3 **Qualifications and Experience – 20 pts**
  - 6.1.4 **References – 10 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



**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 proposal response.**

## PROFESSIONAL SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into by and between the undersigned, \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_ and City of League City ("City"), a City in the State of Texas, located at 300 W. Walker, League City, Texas 77573.

**Services:** Contractor will perform the designated services and/or products as set forth in \_\_\_\_\_, which is attached and incorporated for all purposes.

**Term and Termination:** This agreement shall begin on \_\_\_\_\_, and shall terminate on \_\_\_\_\_. This agreement may be terminated by either party upon thirty (30) days written notice or immediately by CITY in the event of breach by Contractor. CITY may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Contractor. Upon such termination, CITY shall pay Contractor, at the rate set out in \_\_\_\_\_, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

**Compensation:** Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth in \_\_\_\_\_, attached and incorporated for all purposes. CITY shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If CITY disapproves any amount submitted for payment by Contractor, CITY shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to CITY.

**Relationship of the Parties:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this agreement.

**Travel:** Contractor ☐ shall ☐ shall not be reimbursed for travel conducted in the pursuit of this contract and appropriate per diem as outlined in \_\_\_\_\_ attached hereto and incorporated for all purposes. Documentation of travel costs (original receipts) shall be provided by the contractor for all travel related expenses except mileage on personal automobile. Original receipts are required for travel expenses related to hotel, rental car, commercial airlines, parking, taxi, etc.

**Intellectual Property:** This agreement shall be an agreement for services and the parties intend and consider any work created as a result of this agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of

reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints CITY to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.

**Confidentiality:** During the course of the work and/or services to be provided under this agreement, Contractor may come in contact with confidential information of CITY. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to CITY all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this agreement or the engagement of Contractor without the prior written approval of CITY.

**Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Contractor warrants and agrees that Contractor will perform the Services in compliance with all city Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

**Licenses/Certifications:** Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

**Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

**Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and CITY that could be construed as a conflict of interest with regard to this Agreement.

**Insurance:** For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies). If, during the Term, Contractor will enter City property, Contractor 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. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

**Indemnification:** Contractor shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract, to the extent the claim arises from negligence, willful act, breach of contract or violation of law.

**Force Majeure:** Neither CITY nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

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

**Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.


**Jurisdiction:** Any disputes under this agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

**Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by CITY and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of CITY shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by CITY nor any other conduct, action or inaction of any representative of CITY relating to this contract constitutes or is intended to constitute a waiver of CITY's or the state's sovereign immunity to suit; and (iii) CITY has not waived its right to seek redress in the courts.

**Entire Agreement:** This agreement and the attached Audit Engagement Letter, dated June 25, 2014, pages 1-11, contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this agreement. This agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.



**Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

  
By: Solitude Lake Management

City of League City

By: \_\_\_\_\_

Name: Dustin Vassar

Name: John Baumgartner

Title: Business Development Consultant

Title: City Manager

Date: August 15, 2017

Date: \_\_\_\_\_

*Note: Modification of this Form requires approval by the Office of the City Attorney.*

**EXHIBIT "A"**  
**SERVICES**

**1. Services:**

Contractor will serve as:

Solitude Lake Management will remove, kill and dispose of floating aquatic vegetation from the Genco Canal in League City, Texas. Material will be removed and transported off site. Two (2) solar powered sub-surface aeration systems will be installed as well as a chain link enclosure around the system on a concrete pad. A total of four (4) herbicide treatments will be conducted, initial treatment, 6 months, 1 year, 2 years.

**2. Deliverables:**

Contractor will deliver the following (Attach additional sheet, if necessary):

1. Mechanically remove at least 90% of floating aquatic vegetation
2. Install two (2) solar powered sub-surface aeration systems
3. Conduct four (4) herbicide treatments
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_



**EXHIBIT "B"**  
**COMPENSATION**

**1. Compensation (Select one item):**

☐ Contractor shall be paid a fee of \_\_\_\_\_ per person for a not to exceed amount of \_\_\_\_\_ for services.

OR Three thousand five hundred sixty four dollars and  $\frac{55}{100}$

☒ Compensation shall be based on a **daily rate** of \$3,564.55 dollars (\$3,564.55) for Forty Five (45) days between November and December, 2017 (year).

OR

☐ Compensation shall be based on an **hourly rate** of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for a total amount of \_\_\_\_\_ (\_\_\_\_) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed \$160,405.00 dollars (\$160,405.00), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

**2. Reimbursable Travel Expenses:**

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed 0 dollars (\$0):

**Reimbursable Expenses included in this agreement are listed as follows:**

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**TERMS AND CONDITIONS:**

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

**DOCUMENTATION:** Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

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

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

**BEST AND FINAL OFFER (BAFO):** In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

**EVALUATION PROCESS:** It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

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

**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.



- (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;
- (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.
- (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;
- (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;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://leaguecity.com/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

**LATE PROPOSALS:** Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

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

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



**CONFLICTING PROVISIONS:** The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

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

**LIABILITY AND INDEMNITY:** Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**CONFIDENTIALITY:** Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

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

**GOVERNING LAW AND VENUE:** Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

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

**ETHICS:** The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers.

By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.



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

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

**INVOICES:** submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, [accountspayable@leaguecity.com](mailto:accountspayable@leaguecity.com) and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**WARRANTY:** Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**PATENTS/COPYRIGHTS:** The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

**TERMINATION OF CONTRACT:** The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

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. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

**TERMINATION FOR CONVENIENCE:** The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

**NOTICE:** Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

**INTERLOCAL AGREEMENT:** Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost



savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

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

**CERTIFICATE OF INTERESTED PARTIES:** Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>