



## SERVICE AGREEMENT NO. 6986

### Chemical Analysis Testing

THIS **Chemical Analysis Testing Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Eurofins Environment Testing South Central, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Chemical Analysis Testing in response to Request for Bid/Proposal No. 6986 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

**1. Scope.** Contractor shall provide Chemical Analysis Testing ("Services") in accordance with the attached Scope of Work, as shown in **Attachment A**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

**2. Term.**

(A) The term of this Agreement is one year beginning on the date executed by the City. The parties may mutually agree to renew the term of this Agreement for up to three additional one-year period(s) (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.

(B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City prior to expiration of the term or final Option Term, continue on a month-to-month basis for up to six months with compensation at the appropriate pro rata amount, based on the amount stated in section 3 of this Agreement, for the month-to-month term. The Contractor may opt out of this month-to-month term by providing notice to the City at least 30 days prior to the expiration of the term or final Option Term. During the month-to-month term, either Party may terminate the Agreement upon 30 days' advance written notice to the other Party.

**3. Compensation and Payment.** This Agreement is for an amount not to exceed \$232,725.00, subject to approved amendments and changes. Payment will be made for Services performed and accepted by the City within 30 days of the

completion date, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/Bid/Pricing Schedule, as shown in **Attachment B**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address, with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Diana Zertuche Garza  
Corpus Christi Water  
361-826-1827  
DianaG@corpuschristitx.gov

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Attachment C**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be stated on Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in their entireties.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to

specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized employee of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) The specific warranty provisions applicable to this Agreement are stated in **Attachment D**, which is attached to this Agreement and incorporated by reference into this Agreement as if fully set out here in its entirety. Products and Services, if any, purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D.

(C) Contractor warrants that all Services shall be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on Attachment B are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Term. Substitutions and deviations from the City's Service and/or product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the City's fiscal budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City

does not represent that a budget item for this Agreement will be adopted, as that determination and decision is within the City Council's sole discretion when adopting each fiscal budget.

- 11. Independent Contractor.** Contractor shall perform the Services and work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant, or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an attachment to this Agreement, as applicable. Notwithstanding the foregoing, Contractor has been approved to utilize subcontractors to provide the Services whenever deemed necessary by the Contractor. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services and work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing and executed by an authorized representative of each party.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** Reserved.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Diana Zertuche Garza, Contracts/Funds Administrator  
Corpus Christi Water  
2726 Holly Rd., Corpus Christi, TX 78415  
Phone: 361-826-1827  
Fax: N/A

**IF TO CONTRACTOR:**

Eurofins Environment Testing South Central, LLC  
Attn: Charles "Pat" Byrne, President  
1733 N. Padre Island Dr., Corpus Christi, TX 78408  
Phone: 281-240-4200  
Fax: N/A

**17. Indemnification.** Reserved.

**18. Termination.**

(A) Termination for Cause. Either party may terminate this Agreement for the other party's failure to comply with any of the terms of this Agreement. The party moving to terminate must give the non-terminating party written notice of the breach and set out a reasonable opportunity to cure. If the party receiving notice of termination has not cured within the cure period, the terminating party may terminate this Agreement immediately thereafter.

(B) Termination for Convenience. Alternatively, the City or Contractor may terminate this Agreement for convenience upon 30 days' advance written notice to the non-terminating party. In the event of a termination for convenience, the Contractor shall be compensated for all Services performed prior to the date of termination, and the City shall have no further obligation to the Contractor.

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines and instructions, if available, for any goods purchased by the City pursuant to this Agreement. Contractor shall provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

**20. Limitation of Liability.** Each party's maximum pecuniary liability under this Agreement is limited to the total amount of compensation shown in Section 3 of this Agreement. In no event shall either party be liable for incidental, consequential, or special damages.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this

Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by law.
- 25. Governing Law.** Contractor agrees to comply with all applicable federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and the forum for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 26. Public Information Act Requirements.** This clause applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the consent decree entered into as part of Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special

Conditions has been attached as **Attachment E**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

- 28. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(Signature Page Follows)

**CONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Sergio Villasana Date  
Director, Finance & Procurement

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney Date

Reviewed by:

\_\_\_\_\_  
Contracts Manager Date

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Quote/Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Consent Decree Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 6986
- Exhibit 2: Contractor's Bid/Proposal Response

## Attachment A: Scope of Work

### 1.1 General Requirements/Background Information

The Contractor shall provide chemical analysis for the Water Utilities Lab, the Wastewater Division, and the Pretreatment Division.

### 1.2 Scope of Work

- A. The Contractor shall conduct tests as per 40 Code of Federal Regulations (CFR) 136 – Water Methods.
- B. The Contractor shall be responsible for providing labor, technicians, equipment, and transportation for these services.

### 1.3 Types of Chemical Analysis

The table below is a breakdown of the bid form by group. When pricing the group, the Contractor will include all analytes within the group.

Group	Analyte	Method	Minimum Analytical Level (MAL)	Minimum Analytical Level (MAL)(mg/L)
Biosolid TCLP RCRA 8 Metals	Arsenic	SW846 6010	50 ug/L	5
	Barium		50 ug/L	100
	Cadmium		50 ug/L	1
	Chromium		50 ug/L	5
	Lead		50 ug/L	5
	Selenium		50 ug/L	1
	Silver		50 ug/L	5
Biosolid TCLP Pesticides	Chlordane	SW846 8081	1 ug/L	0.03
	Endrin		1 ug/L	0.02
	Heptachlor		1 ug/L	0.008
	Lindane (gamma-BHC)		1 ug/L	0.4
	Methoxychor		1 ug/L	10
	Toxaphene		1 ug/L	0.5
Biosolid TCLP Volatiles	1,1-dichloroethylene	SW846 8260	2.5 ug/L	0.7
	1,2-dichloroethane		2.5 ug/L	0.5
	1,4-dichlorobenzene		2.5 ug/L	7.5
	Benzene		2.5 ug/L	0.5
	Carbon Tetrachloride		2.5 ug/L	0.5
	Chlorobenzene		2.5 ug/L	100
	Chloroform		2.5 ug/L	6
	Methylethyl Ketone (2-Butanone)		2.5 ug/L	200
	Tetrachloroethylene		2.5 ug/L	0.7
	Trichloroethylene		2.5 ug/L	0.5
	Vinyl Chloride		2.5 ug/L	0.2
Biosolid TCLP Semi- Volatiles	2,4-5 Trichlorophenol	SW846 8270	5 ug/L	400
	2,4-6-Trichlorophenol		5 ug/L	2
	2,4-dinitrofluorene		5 ug/L	0.13

	Cresols (total) O, M, P		5 ug/L	200
	Hexachlorobenzene		5 ug/L	0.13
	Hexachlorobutadiene		5 ug/L	0.5
	Hexachloroethane		5 ug/L	3
	Nitrobenzene		5 ug/L	2
	Pentachlorophenol		25 ug/L	100
	Pyrodine		30 ug/L	5
Biosolid TCLP Herbicides	2,4-5-TP (Silvex)	SW846 8321	5 ug/L	1
	2,4-D		5 ug/L	0.2
Biosolid TCLP Mercury	Mercury	SW846 7470	0.2 ug/L	0.2
<b>Water and Wastewater Testing</b>				
Volatiles C.1 and 2 Volatiles List	Acrolein	EPA 624	50 ug/L	
	Acrylonitrile		50 ug/L	
	Benzene		10 ug/L	
	Dichlorobromomethane (Bromodichloromethane)		10 ug/L	
	Bromoform		10 ug/L	
	Carbon tetrachloride (Tetrachloromethane)		2 ug/L	
	Chlorobenzene		10 ug/L	
	Chlorodibromomethane		10 ug/L	
	Chloroethane		50 ug/L	
	2-Chloroethyl vinyl ether		10 ug/L	
	Chloroform (Trichloromethane)		10 ug/L	
	1,2-Dichlorobenzene (o-Dichlorobenzene)		10 ug/L	
	1,3-Dichlorobenzene (m-Dichlorobenzene)		10 ug/L	
	1,4-Dichlorobenzene (p-Dichlorobenzene)		10 ug/L	
	1,1-Dichloroethane		10 ug/L	
	1,2-Dichloroethane		10 ug/L	
	1,1-Dichloroethylene		10 ug/L	
	1,2-Dichloropropane		10 ug/L	
	1,3-Dichloropropane, Total		10 ug/L	
	Ethylbenzene		10 ug/L	
	Methyl Bromide (Bromomethane)		50 ug/L	
	Methyl Chloride (Chloromethane)		50 ug/L	
	Methyl Ethyl Ketone		50 ug/L	
	Methylene Chloride (Dichloromethane)		20 ug/L	
	1,2,2,2-Tetrachloroethane		10 ug/L	
	Tetrachloroethene		10 ug/L	
	Toluene		10 ug/L	
	Total Trihalomethanes (TTHM)		10 ug/L	
	Trans-1,2-Dochloroethene		10 ug/L	
1,1,1-Trichloroethane	10 ug/L			
1,1,2-Trichloroethane	10 ug/L			
Trichloroethene	10 ug/L			
Vinyl Chloride	10 ug/L			
EPA 625 – Table C.1 and Table C.2 Chapter 307	Acenaphthene	EPA 625	10 ug/L	
	Acenaphthylene		10 ug/L	
	Aniline		10 ug/L	
	Anthracene		10 ug/L	

	Atrazine		500 ug/L	
	Benzidine		50 ug/L	
	Benzo[a]anthracene		5 ug/L	
	Benzo[a]pyrene		5 ug/L	
	3,4-Benzofluoranthene		10 ug/L	
	Benzo[g,h,i]perylene		20 ug/L	
	Benzo[k]fluoranthene		5 ug/L	
	Bis(2-chloroethoxy)methane		10 ug/L	
	Bis(2-chloroethyl)ether		10 ug/L	
	Bis(2-chloromethyl)ether TIC		10 ug/L	
	Bis(2-ethylhexyl)phthalate		10 ug/L	
	4-Bromophenyl phenyl ether		10 ug/L	
	Butyl benzyl phthalate		10 ug/L	
	Carbazole		50 ug/L	
	p-Chloro-m-cresol		10 ug/L	
	2-Chloronaphthalene		10 ug/L	
	2-Chlorophenol		10 ug/L	
	4-Chlorophenyl phenyl ether		10 ug/L	
	Chrysene		5 ug/L	
	Cresols (all isomers)		10 ug/L	
	m-Cresol [3-Methylphenol]		10 ug/L	
	o-Cresol [2-Methylphenol]		10 ug/L	
	p-Cresol [4-Methylphenol]		10 ug/L	
	n-Decane		10 ug/L	
	Dibenzo(a),(h)anthracene		5 ug/L	
	3,3-Dichlorobenzidine		5 ug/L	
	2,4-Dichlorophenol		10 ug/L	
	Diethyl phthalate		10 ug/L	
	2,4-Dimethylphenol		10 ug/L	
	Dimethyl phthalate		10 ug/L	
	Di-n-butyl phthalate		10 ug/L	
	4,6-Dinitro-2-methylphenol		50 ug/L	
	2,4-Dinitrophenol		50 ug/L	
	2,4-Dinitrotoluene		10 ug/L	
	2,6-Dinitrotoluene		10 ug/L	
	Di-n-octyl phthalate		10 ug/L	
	1,2-Diphenylhydrazine		20 ug/L	
	Fluoranthene		10 ug/L	
	Fluorene		10 ug/L	
	Hexachlorobenzene		5 ug/L	
	Hexachlorobutadiene		10 ug/L	
	Hexachlorocyclopentadiene		10 ug/L	
	Hexachloroethane		20 ug/L	
	Indeno[1,2,3-cd]pyrene		5 ug/L	
	Isophorone		10 ug/L	
	m & p -Cresol		10 ug/L	
EPA 625 – Table C.1 and Table C.2 Chapter 307	Naphthalene	EPA 625	10 ug/L	
	Nitrobenzene		10 ug/L	
	2-Nitrophenol		20 ug/L	
	4-Nitrophenol		50 ug/L	

	N-Nitrosodiethylamine		20 ug/L	
	N-Nitrosodimethylamine		50 ug/L	
	N-Nitroso-di-n-butylamine		20 ug/L	
	N-Nitrosodi-n-propylamine		20 ug/L	
	N-Nitrosodiphenylamine		20 ug/L	
	n-Octadecane		10 ug/L	
	Pentachlorobenzene		20 ug/L	
	Pentachlorophenol		10 ug/L	
	Phenanthrene		10 ug/L	
	Phenol		10 ug/L	
	Pyrene		20 ug/L	
	Pyridine		20 ug/L	
	1,2,4-Trichlorobenzene		10 ug/L	
	2,4,6-Trichlorophenol		10 ug/L	
Categorical SIU	Bis(2-ethylhexyl) phthalate	EPA 625	10 ug/L	
	o-Cresol [2-Methylphenol]		10 ug/L	
	p-Cresol [4-Methylphenol]		10 ug/L	
	Fluoranthene		10 ug/L	
	n-Octadecane		10 ug/L	
	2,4,6-Trichlorophenol		10 ug/L	
	n-Decane		10 ug/L	
	Carbazole		50 ug/L	
EPA 608 Pesticides/PCBs C.1 and C.2	Aldrin	EPA 608	0.01 ug/L	
	Chlordane		0.2 ug/L	
	4,4'-DDD		0.02 ug/L	
	4,4'-DDE		0.1 ug/L	
	4,4'-DDT		0.1 ug/L	
	Dieldrin		0.02 ug/L	
	Endosulfan I (alpha)		0.01 ug/L	
	Endosulfan II (beta)		0.02 ug/L	
	Endosulfan sulfate		0.1 ug/L	
	Endrin		0.02 ug/L	
	Endrin aldehyde		0.1 ug/L	
	Heptachlor		0.1 ug/L	
	Heptachlor epoxide		0.01 ug/L	
	Hexachlorocyclohexane (alpha)		0.05 ug/L	
	Hexachlorocyclohexane (beta)		0.05 ug/L	
	Hexachlorocyclohexane (gamma) [Lindane]		0.05 ug/L	
	Hexachlorocyclohexane (delta)		0.05 ug/L	
	Polychlorinated biphenyls, Total			
	PCB 1016		0.2 ug/L	
	PCB 1221		0.2 ug/L	
PCB 1232	0.2 ug/L			
PCB 1242	0.2 ug/L			
PCB 1248	0.2 ug/L			
EPA 608 Pesticides/PCBs C.1 and C.2	PCB 1254	EPA 608	0.2 ug/L	
	PCB 1260		0.2 ug/L	
	Toxaphene		0.3 ug/L	
	2,3,7,8-TCDD	1613B	10 ppq	

Dioxin/Furans (TCDD Equivalents)	1,2,3,7,8-PeCDD		50 ppq	
	1,2,3,4,7,8-HxCDD		50 ppq	
	1,2,3,6,7,8-HxCDD		50 ppq	
	1,2,3,7,8,9-HxCDD		50 ppq	
	2,3,7,8-HxCDDs		50 ppq	
	1,2,3,4,6,7,8-HpCDD		50 ppq	
	OCDD		100 ppq	
	2,3,7,8-TCDF		10 ppq	
	1,2,3,7,8-PeCDF		50 ppq	
	2,3,4,7,8-PeCDF		50 ppq	
	1,2,3,4,7,8-HxCDF		50 ppq	
	1,2,3,6,7,8-HxCDF		50 ppq	
	1,2,3,7,8,9-HxCDF		50 ppq	
	2,3,4,6,7,8-HxCDF		50 ppq	
	2,3,7,8-HxCDFs		50 ppq	
Semivolatile toxic organic pollutants	1,2-Diphenylhydrazine (as Azobenzene)	EPA 1625	20 ug/L	
	1,2,4,5-Tetrachlorobenzene		20 ug/L	
	2,4,5-Trichlorophenol		50 ug/L	
	Nonylphenol		333 ug/L	
Volatile toxic organic pollutants	1,2-Dibromoethane	1624	10 ug/L	
Organo-phosphorus pesticides	Chlorpyrifos	1657	0.05 ug/L	
	Demeton (O and S)		0.2 ug/L	
	Diazinon		0.1 ug/L	
	Guthion (Azinphos methyl)		0.1 ug/L	
	Malathion	1657, SM6630C	0.1 ug/L	
	Parathion (ethyl)		0.1 ug/L	
Chlorinated Congeners	PCB 77	1668B	0.0005	
	PCB 81		0.0005	
	PCB 126		0.0005	
	PCB 169		0.0005	
Pesticides	Carbaryl	EPA 632	5 ug/L	
	Diuron		0.09 ug/L	
Anions	Bromide	EPA 300.0 or 300.1	0.05 mg/L	
	Chloride		0.50 mg/L	
	Chlorite		0.05 mg/L	
	Fluoride		0.05 mg/L	
	Nitrate		0.05 mg/L	
	Nitrite		0.05 mg/L	
	Ortho-Phosphate		0.05 mg/L	
	Sulfate		0.20 mg/L	
	Nitrate-Nitrogen		100 ug/L	
WUL MMA Annual Samples	Aluminum, total	EPA 200.8	2.5 ug/L	
	Arsenic, total		0.5 ug/L	
	Arsenic, dissolved		0.5 ug/L	
	Barium, total		3 ug/L	
WUL MMA Annual Samples	Cadmium, total	EPA 200.8	2 ug/L	
	Copper, total		2 ug/L	
	Iron		5.0 ug/L	
	Lead, total		0.5 ug/L	

	Manganese		0.5 ug/L	
	Silica, dissolved		1000 ug/L	
	Sodium		2.5 ug/L	
Wastewater – Stormwater Metals	Arsenic, total	EPA 200.8	0.5 ug/L	
	Barium		3 ug/L	
	Cadmium		1 ug/L	
	Chromium		3 ug/L	
	Copper		2 ug/L	
	Lead		0.5 ug/L	
	Manganese		0.5 ug/L	
	Molybdenum		N/A	
	Nickel		2 ug/L	
	Selenium		5 ug/L	
	Silver		0.5 ug/L	
	Zinc		5 ug/L	
	Wastewater – Quarterly Metals		Boron, total	EPA 200.7
Magnesium, total		20 ug/L		
Aluminum		EPA 200.8	2.5 ug/L	
Barium			3 ug/L	
Antimony, total			5 ug/L	
Arsenic, total			0.5 ug/L	
Beryllium, total			0.5 ug/L	
Cadmium, total			1 ug/L	
Chromium, total			3 ug/L	
Copper, total			2 ug/L	
Lead, total			0.5 ug/L	
Nickel, total			2 ug/L	
Selenium, total			5 ug/L	
Silver, total			0.5 ug/L	
Thallium, total			0.5 ug/L	
Zinc, total			5 ug/L	
Wastewater SIU Annual Samples	Arsenic	EPA 200.8	0.5 ug/L	
	Cadmium		1 ug/L	
	Total Chromium		3 ug/L	
	Copper		2 ug/L	
	Lead		0.5 ug/L	
	Nickel		2 ug/L	
	Silver		0.5 ug/L	
	Zinc		5 ug/L	
	Cobalt		10 ug/L	
	Tin		50 ug/L	
<b>These analytes will be priced individually</b>				
Individual Metals (Will not come in as predetermined sets)	Aluminum, total	EPA 200.8	2.5 ug/L	
	Arsenic, total		0.5 ug/L	
	Arsenic, dissolved		0.5 ug/L	
	Barium, total		3 ug/L	
	Cadmium, total		1 ug/L	
	Calcium		5 ug/L	
	Chromium, total		3 ug/L	
	Copper, total		2 ug/L	

	Iron		5 ug/L	
	Lead, total		0.5 ug/L	
	Magnesium		2.5 ug/L	
	Manganese		0.5 ug/L	
	Molybdenum		2 ug/L	
	Nickel, total		2 ug/L	
	Potassium		2.5 ug/L	
	Selenium, total		5 ug/L	
	Silica, dissolved		1 mg/L	
	Silver, total		0.5 ug/L	
	Sodium		2.5 ug/L	
	Uranium		5 ug/L	
	Zinc		5 ug/L	
Individual Analytes	Atrazine	EPA 625	500 ug/L	
	Phenol		10 ug/L	
	Total Trihalomethanes (TTHM)	EPA 624		
	Total Toxic Organics			
	Cyanide	4500-CN G		
	Cyanide, available			
	Dicofol	ASTM D5812(02)	1 ug/L	
	Non-polar Oil and Grease	EPA 1664B	5000 ug/L	
	Oil and Grease		5000 ug/L	
	Chromium (Hexavalent)	EPA 218.6	3 ug/L	
	Hexachlorophene	EPA 604.1	10 ug/L	
	2,4-D	615 or SM6640B	0.7	
	Methoxychlor	EPA617, SM6630B/C	2 ug/L	
	Mercury	EPA 245	0.005 ug/L	
	Mercury, total	1631E	0.0005 ug/L	
	Dissolved Organic Carbon	SM 5310 C	0.05 mg/L	
	Total Organic Carbon		0.05 mg/L	
	Mirex	SM6630B/C	0.02 ug/L	
	2,4,5-TP (Silvex)	SM6640B	0.3 ug/L	
	Total Petroleum Hydrocarbons	TX1005	1000 ug/L	
Chromium (Trivalent)	N/A	N/A		
Danitol	N/A	N/A		
Tributyltin	TCEQ 1001			

#### 1.4 Sample Bottles and Shipment

- A. The Contractor shall provide pre-labeled containers with preservative (where applicable) and ice/chest/coolers for sample collection. The Chain of Custody Form must be provided by the Contractor. Actual data used to calculate precision and accuracy must be provided on the final report. The minimum analytical levels (MAL/RL) must be achieved, unless otherwise specified.

B. The Contractor shall be responsible for pick up and drop off of samples/containers from the Lab. The Contractor shall arrange a schedule for pickup and drop-off with the Contract Administrator.

### **1.5 Special Instructions**

A. The Contractor shall be responsible for providing reports to the City's Contract Administrator/Lab Manager. The Point of Contacts are:

#### **1. Water Utilities Lab**

Crystal Ybanez – [CrystalY@corpuschristitx.gov](mailto:CrystalY@corpuschristitx.gov)

#### **2. Wastewater Division**

Earl Richardson – [EarlRi@corpuschristitx.gov](mailto:EarlRi@corpuschristitx.gov)

Allison Plant – Marcos Franco – [MarcosF@corpuschristitx.gov](mailto:MarcosF@corpuschristitx.gov)

Broadway Plant – Charles Cookus – [CharlesC@corpuschristitx.gov](mailto:CharlesC@corpuschristitx.gov)

Greenwood Plant – Harry Clifford – [HarryC@corpuschristitx.gov](mailto:HarryC@corpuschristitx.gov)

Laguna Madre Plant – Don Spinney – [DonS@corpuschristitx.gov](mailto:DonS@corpuschristitx.gov)

Whitecap Plant – Miguel Perez – [MiguelP@corpuschristitx.gov](mailto:MiguelP@corpuschristitx.gov)

Oso Plant – Sigifredo DeLeon – [SigifredoD@corpuschristitx.gov](mailto:SigifredoD@corpuschristitx.gov)

#### **3. Pretreatment Division**

Blanca Villanueva – [BlancaP@corpuschristitx.gov](mailto:BlancaP@corpuschristitx.gov)

Richard Lopez – [RickL2@corpuschristitx.gov](mailto:RickL2@corpuschristitx.gov)

B. Any outliers or changes in analytical order must be approved by the City's Lab Manager prior to proceeding with analysis.

### **1.6 Contractor Quality Control and Superintendence**

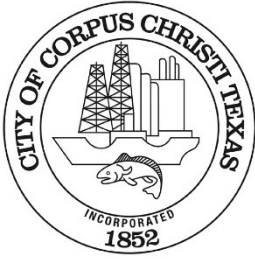
The Contractor shall ensure that the product and services meet quality standards and are acceptable to the City's Contract Administrator to ensure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

### **1.7 Deliverables**

The Contractor shall perform all analyses as per established methods and submit reports to the respective Contract Administrator/Lab Manager.

### **1.8 Invoicing**

The Contractor shall invoice separately for each division/lab and submit a copy to the respective City's Contract Administrator.



# Attachment B: Bid/Pricing Schedule

## CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 6986  
Chemical Analysis Testing

PAGE 1 OF 3

Date: February 19, 2026

Bidder: Eurofins Environment Testing  
South Central, LLC

Authorized  
Signature: 

Charles Byrne

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with the City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due, and the company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Alternative methods must be approved by staff. Any suggested alternative method must be performed according to 30 TAC Chapter 319 and must be an accredited method.
5. Bidders must not write over or alter the bid form. If the bid form is modified, the bidder will be considered Non-responsive, and the bid will be rejected.

Item	Description	Method	UNIT	QTY	Unit Price	Total Price
1	Biosolid TCLP RCRA 8 Metals	SW846 6010	YR	70	\$77.00	\$5,390.00
2	Biosolid TCLP Pesticides	SW846 8081	YR	70	\$85.00	\$5,950.00
3	Biosolid TCLP Volatiles	SW846 8260	YR	70	\$90.00	\$6,300.00
4	Biosolid TCLP Semi-Volatiles	SW846 8270	YR	70	\$145.00	\$10,150.00
5	Biosolid TCLP Herbicides	SW846 8321	YR	70	\$135.00	\$9,450.00
6	Biosolid TCLP Mercury	SW846 7470	YR	70	\$48.00	\$3,360.00

**Water and Wastewater Testing**

7	Volatiles C.1 and 2 Volatiles List	EPA 624	YR	50	\$70.00	\$3,500.00
8	EPA 625-Table C.1 and Table C.2 Chapter 307	EPA 625	YR	50	\$70.00	\$3,500.00
9	Categorical SIU	EPA 625	YR	10	\$70.00	\$700.00
10	EPA 608 Pesticides/PCBs C.1 and C.2	EPA 608	YR	50	\$85.00	\$4,250.00
11	Dioxin/Furans (TCDD Equivalentents)	1613B	YR	10	\$550.00	\$5,500.00
12	Semivolatile Toxic Organic Pollutants	EPA 1625	YR	50	\$140.00	\$7,000.00
13	Volatile Toxic Organic Pollutants	1624	YR	50	\$70.00	\$3,500.00
14	Organophosphorus Pesticides	1657	YR	50	\$325.00	\$16,250.00
15	Chlorinated Congeners	1668B	YR	10	\$1,100.00	\$11,000.00
16	Pesticides	EPA 632	YR	50	\$175.00	\$8,750.00
17	Anions	EPA 300.0 or 300.1	YR	50	\$125.00	\$6,250.00
18	WUL MMA Annual Samples	EPA 200.8	YR	40	\$90.00	\$3,600.00
19	Wastewater Stormwater Metals	EPA 200.8	YR	25	\$96.00	\$2,400.00
20	Wastewater-Quarterly Metals	EPA 200.7	YR	75	\$110.00	\$8,250.00
21	Wastewater-SIU Annual Samples	EPA 200.8	YR	40	\$80.00	\$3,200.00
22	Aluminum, total	EPA 200.8	YR	75	\$8.00	\$600.00
23	Arsenic, total	EPA 200.8	YR	50	\$8.00	\$400.00
24	Arsenic, dissolved	EPA 200.8	YR	30	\$8.00	\$240.00
25	Barium, total	EPA 200.8	YR	50	\$8.00	\$400.00
26	Cadmium, total	EPA 200.8	YR	100	\$8.00	\$800.00
27	Calcium	EPA 200.8	YR	10	\$8.00	\$80.00
28	Chromium, total	EPA 200.8	YR	50	\$8.00	\$400.00
29	Copper, total	EPA 200.8	YR	850	\$8.00	\$6,800.00
30	Iron	EPA 200.8	YR	50	\$8.00	\$400.00
31	Lead, total	EPA 200.8	YR	200	\$8.00	\$1,600.00
32	Magnesium	EPA 200.8	YR	10	\$8.00	\$80.00
33	Manganese	EPA 200.8	YR	80	\$8.00	\$640.00
34	Molybdenum	EPA 200.8	YR	25	\$8.00	\$200.00
35	Nickel, total	EPA 200.8	YR	100	\$8.00	\$800.00
36	Potassium	EPA 200.8	YR	5	\$8.00	\$40.00
37	Selenium, total	EPA 200.8	YR	45	\$8.00	\$360.00
38	Silica, dissolved	EPA 200.8	YR	90	\$8.00	\$720.00
39	Silver, total	EPA 200.8	YR	90	\$8.00	\$720.00
40	Sodium	EPA 200.8	YR	100	\$8.00	\$800.00
41	Uranium	EPA 200.8	YR	15	\$8.00	\$120.00
42	Zinc, total	EPA 200.8	YR	100	\$8.00	\$800.00
43	Atrazine	EPA 625	YR	30	\$150.00	\$4,500.00
44	Phenol	EPA 625	YR	100	\$65.00	\$6,500.00
45	Total Trihalomethanes (TTHM)	EPA 624	YR	60	\$55.00	\$3,300.00
46	Total Toxic Organics	EPA 624	YR	10	\$305.00	\$3,050.00

47	Cyanide	4500-CN G	YR	250	\$25.00	\$6,250.00
48	Dicofol	ASTM D5812(02)	YR	50	\$38.00	\$1,900.00
49	Non-polar Oil and Grease	EPA 1664B	YR	10	\$50.00	\$500.00
50	Oil and Grease	EPA 1664B	YR	45	\$45.00	\$2,025.00
51	Chromium, (Hexavalent)	EPA 218.6	YR	75	\$40.00	\$3,000.00
52	Hexachlorophene	EPA 604.1	YR	50	\$150.00	\$7,500.00
53	2, 4-D	615 or SM6640B	YR	50	\$85.00	\$4,250.00
54	Methoxychlor	EPA 617, SM6630B/C	YR	50	\$42.50	\$2,125.00
55	Mercury	EPA 245	YR	150	\$18.00	\$2,700.00
56	Mercury, total	1631E	YR	75	\$110.00	\$8,250.00
57	Dissolved Organic Carbon	SM5310C	YR	25	\$50.00	\$1,250.00
58	Total Organic Carbon	SM5310C	YR	25	\$50.00	\$1,250.00
59	Mirex	SM6630B/C	YR	50	\$42.50	\$2,125.00
60	2,4,5-TP (Silvex)	SM6640B	YR	50	\$85.00	\$4,250.00
61	Total Petroleum Hydrocarbons	TX1005	YR	30	\$75.00	\$2,250.00
62	Chromium (Trivalent)	N/A	EA	50	\$10.00	\$500.00
63	Danitol	N/A	EA	50	\$200.00	\$10,000.00
64	Tributyltin	TCEQ 1001	EA	50	\$200.00	\$10,000.00
<b>Total</b>						<del>\$238,125.00</del>

\$232,725.00


  
 CPB  
 CPB

Charles Pat Burne (Feb 20, 2026 16:04:09 CST)

## Attachment C: Insurance and Bond Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION  EMPLOYER'S LIABILITY	Statutory  \$500,000 /\$500,000 /\$500,000
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's

performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**No bond is required for this service agreement.**

2026 Insurance Requirements Exhibit  
Contracts for General Services – Services Performed Onsite  
01/01/2026 Risk Management – Legal Dept.

## **Attachment D: Warranty Requirements**

No warranty is required for this service agreement.

## ATTACHMENT E: WASTEWATER CONSENT DECREE

### Special Conditions

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

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**I. Consent Decree Notice Provision** – The City of Corpus Christi (“City”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the “Consent Decree”). A copy of the Consent Decree is available at

<https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf>

By signature of the Contract, CONTRACTOR acknowledges receipt of the Consent Decree.

**II. Performance of work.** CONTRACTOR agrees that any work under this Contract is conditioned upon CONTRACTOR’s performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

**III. Retention of documents** – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary city, corporate or

institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

**IV. Liability for stipulated penalties** – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONTRACTOR or CONTRACTOR's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONTRACTOR agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONTRACTOR shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONTRACTOR expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONTRACTOR under the terms of this contract, or from any retainage provided in the contract.