

## SERVICE AGREEMENT NO. 4601

### Chemical Analysis Testing

THIS **Chemical Analysis Testing 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. 4601 ("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 will 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 provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

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

**3. Compensation and Payment.** This Agreement is for an amount not to exceed \$70,661.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance

with the attached 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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, Texas 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:

Name: Amanda Howard  
Department: Corpus Christi Water  
Phone: (361) 826-1894  
Email: AmandaC@cctexas.com

**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 added to 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 its entirety.

- 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 agent 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 that are free from defects, 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) In addition, the products 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. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
  - (C) Contractor warrants that all Services will 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 the Bid/Pricing Schedule 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 Period. Substitutions and deviations from the City's 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 said 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 this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the 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 will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 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.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 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: Amanda Howard  
Title: Contracts/Funds Administrator  
Address: 2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1894  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

Eurofins Environment Testing South Central, LLC  
Attn: Alejandro Montoya  
Title: President  
Address: 1733 N. Padre Island Drive, Corpus Christi, Texas 78408  
Phone: (361) 289-2673  
Fax: N/A

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

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

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City 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 said statute.
- 25. Governing Law.** Contractor agrees to comply with all 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 such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph 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. 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.
- 28. 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.

[Signature Page Follows]

**CONTRACTOR**

Signature: Alex M.

Printed Name: Alex Montoya

Title: President

Date: 05.13.2023

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of Finance - Procurement

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

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: 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. 4601
- Exhibit 2: Contractor's Bid/Proposal Response



## **Attachment A - Scope of Work**

### **1.1 General Requirements**

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

### **1.2 Scope of Work**

- A. The Contractor shall perform chemical analysis as per the requirements outlined in Exhibits A through C.
- B. The Contractor shall conduct tests as per 40 Code of Federal Regulations (CFR) 136 – Water Methods.
- C. The Contractor shall be responsible for providing labor, technician, equipment, and transportation for these services.
- D. The Laboratory shall be accredited by The NELAP (National Environmental Laboratory Accreditation Program) Institute (TNI). The City reserves the right to inspect the facility before start of the contract, or any time after the contract.

### **1.3 Types of Chemical Analysis**

- A. Water Utilities Lab – Exhibit A**
  - a. Mineral Set Analysis
  - b. Metals Analysis
  - c. Stormwater Runoff Analysis
  - d. Trihalomethanes (TTHMs Analysis)
  
- B. Wastewater Division – Exhibit B**
  - Metals
  
- C. Pretreatment Division – Exhibit C**
  - 1. 1st thru 4th Quarter Sampling
    - a. Volatile Compounds
    - b. Acid Compounds
    - c. Base/Neutral Compounds
    - d. Pesticides
  
  - 2. Chapter 307
  
  - 3. Metals, Cyanide and Phenols
    - a. Total Cyanide
    - b. Total Phenol
    - c. Total Metals

4. Biosolids Testing
  - a. TCLP Metals
  - b. TCLP Volatiles
  - c. TCLP Semi-Volatiles
  - d. Significant Industrial User Samples

#### **1.4 Sample Bottles and Shipment**

- A. The Contractor must provide pre-labeled containers with preservative (where applicable) and ice chest/coolers for sample collection. The Chain of Custody Form shall 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 it is 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 Instruction**

- A. The Contractor shall be responsible for providing reports to the Contract Administrator/Lab Manager. The Contract Administrators are listed in Exhibit D.
- B. Any outliers or change in analytical order shall be approved by the Lab Contract Administrator prior to proceeding with analysis.

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

The Contractor shall establish and maintain a complete Quality Assurance/Control Program that is acceptable to the Contract Administrator to ensure that the requirements of the contract are provided as specified. The Contractor will also provide supervision of the work to ensure it complies with the contract requirements.

#### **1.7 Deliverables**

The Contractor shall perform all analysis 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 Contract Administrator.

## Exhibit A – Corpus Christi Water Laboratory

### Exhibit A.1 – Minerals Set Analysis

Parameter	MAL/RL Required	Frequency
Aluminum	0.01 mg/L	Monthly
Arsenic, Total	1.0 ug/L	Monthly
Arsenic Dissolved	1.0 ug/L	Monthly
Atrazine	0.05 ug/L	Monthly
Barium	0.002 mg/L	Monthly
Cadmium	0.001 mg/L	Monthly
Copper	0.002 mg/L	Monthly
Iron	0.02 mg/L	Monthly
Lead	0.002 mg/L	Monthly
Manganese	0.002 mg/L	Monthly
Mercury	0.0002 mg/L	Monthly
Silica	0.2 mg/L	Monthly
Sodium	0.2 mg/L	Monthly

### Exhibit A.2 – Metals Analysis

Parameter	MAL/RL Required	Frequency
Copper	0.002 mg/L	Weekly
Zinc	0.002 mg/L	Weekly

### Exhibit A.3 – Storm Water Runoff Analysis

Parameter	MAL/RL Required	Frequency
Cadmium	0.001 mg/L	N/A
Chromium	0.001 mg/L	N/A
Copper	0.002 mg/L	N/A
Lead	0.002 mg/L	N/A
Nickel	0.002 mg/L	N/A
Zinc	0.005 mg/L	N/A
Atrazine	0.1 ug/L	N/A
Total Cyanide	0.005 mg/L	N/A

### Exhibit A.4 – Trihalomethanes Analysis

Parameter	MAL/RL Required	Frequency
TTHMS	N/A	As Needed

### Exhibit B: Wastewater Division Metals (\*Rain Event)

Parameter	MAL/RL Required	Frequency
Arsenic Total	1.0 ug/L	12 per year
Barium	0.002 mg/L	12 per year
Cadmium	0.001 mg/L	12 per year
Chromium	0.002 mg/L	12 per year
Copper	0.002 mg/L	Daily/As needed
Lead	0.002 mg/L	12 per year
Manganese	0.002 mg/L	12 per year
Mercury	0.0002 mg/L	12 per year
Molybdenum	0.002 mg/L	12 per year
Nickel	0.002 mg/L	12 per year
Selenium	0.002 mg/L	12 per year
Silver	0.002 mg/L	12 per year
Zinc	0.002 mg/L	12 per year

## Exhibit C: Pretreatment Division

**Table C.1: 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Quarter Sampling, 6 Plants**

**Minimum Analytical Level: 10 ug/L**

<b>Table I: Quarterly Sampling (Table II)</b>	Ethylbenzene	1, 12-Benzoperylene (benzo(ghi)perylene)
<b>40 CFR 136 methods must be used</b>	Fluoranthene	Fluorene
<b>Minimum Analytical Level, 10 ug/L</b>	4-Chlorophenyl phenyl ether	Phenanthrene
<b>Parameter</b>	4-Bromophenyl phenyl ether	1,2,5,6-Dibenzanthracene (dibenzo(a,h)anthracene)
Acenaphthene	Bis (2-chloroisopropyl) ether	Indeno(1,2,3-cd) pyrene (2,3-o-phenylene pyrene)
Acrolein	Bis (2-chloroethoxy) methane	Pyrene
Acrylonitrile	Methylene chloride (dichloromethane)	Tetrachloroethylene
Benzene	Methyl chloride (chloromethane)	Toluene
Benzidine	Methyl bromide (bromomethane)	Trichloroethylene
Carbon tetrachloride (tetrachloromethane)	Bromoform (tribromomethane)	Vinyl chloride (chloroethylene)
Chlorobenzene	Dichlorobromomethane	Aldrin
1,2,4-Trichlorobenzene	Chlorodibromomethane	Dieldrin
Hexachlorobenzene	Hexachlorobutadiene	Chlordane (technical mixture and metabolites)
1,2-Dichloroethane	Hexachlorocyclopentadiene	4,4-DDT
1,1,1-Trichloroethane	Isophorone	4,4-DDE (p,p-DDX)
Hexachloroethane	Naphthalene	4,4-DDD (p,p-TDE)
1,1-Dichloroethane	Nitrobenzene	Alpha-endosulfan
1,1,2-Trichloroethane	2-Nitrophenol	Beta-endosulfan
1,1,2,2-Tetrachloroethane	4-Nitrophenol	Endosulfan sulfate
Chloroethane	2,4-Dinitrophenol	Endrin
Bis (2-chloroethyl) ether	4,6-Dinitro-o-cresol	Endrin aldehyde
2-Chloroethyl vinyl ether (mixed)	N-nitrosodimethylamine	Heptachlor
2 Chloronaphthalene	N-nitrosodiphenylamine	Heptachlor epoxide
2,4,6-Trichlorophenol	N-nitrosodi-n-propylamine	(BHC-hexachloro-cyclohexane)
Parachlorometa cresol	Pentachlorophenol	Alpha-BHC
Chloroform (trichloromethane)	Phenol	Beta-BHC
2-Chlorophenol	Bis (2-ethylhexyl) phthalate	Gamma-BHC
1,2-Dichlorobenzene	Butyl benzyl phthalate	Delta-BHC281
1,3-Dichlorobenzene	Di-n-butyl phthalate	(PCB-polychlorinated biphenyls)
1,4-Dichlorobenzene	Di-n-octyl phthalate	PCB-1242 (Arochlor 1242)
3,3-Dichlorobenzidine	Diethyl phthalate	PCB-1254 (Arochlor 1254)
1,1-Dichloroethylene	Dimethyl phthalate	PCB-1221 (Arochlor 1221)
1,2-Trans-dichloroethylene	1,2-Benzanthracene	PCB-1232 (Arochlor 1232)
2,4-Dichlorophenol	(benzo(a)anthracene)	PCB-1248 (Arochlor 1248)
1,2-Dichloropropane	Benzo(a)pyrene (3,4-benzopyrene)	PCB-1260 (Arochlor 1260)
1,3-Dichloropropylene (1,3-dichloropropene)	3,4-Benzofluoranthene (benzo(b)fluoranthene)	PCB-1016 (Arochlor 1016)
2,4-Dimethylphenol	11,12-Benzofluoranthene (benzo(k)fluoranthene)	Toxaphene
2,4-Dinitrotoluene	Chrysene	Diuron
2,6-Dinitrotoluene	Acenaphthylene	2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)
1,2-Diphenylhydrazine	Anthracene	

**Table C.2: Chapter 307 – 1<sup>st</sup> Quarter Sampling, Four Plants**

<b>Table II: Chapter 307</b>		
Parameter	Minimum Analytical Level (ug/l)	40 CFR 136 methods must be used
Aluminum (T)		200.7/202.2
Barium (T)		200.7/208.2
Carbaryl		632
Chlorpyrifos		1657
p-Cresol		625
2,4-D		615
Demeton		1657
Diazinon		1657
Dicofol		617
Fluoride		340.3
Guthion		1657
Hexachlorophene		604.1
Malathion		1657
Methoxychlor		617
Methyl Ethyl Ketone		624
Mirex		617
Nitrate-Nitrogen		352.1
N-Nitrosodiethylamine		625
N-Nitro-di-n-Butylamine		625
Parathion		1657
Pentachlorobenzene		625
Pyridine		625
1,2-Dibromoethane		618
1,2,4,5-Tetrachlorobenzene		625
2,4,5-TP (Silvex)		615
2,4,5-Trichlorophenol		625

**Table C.3: Metals, Cyanide, and Phenols – 3<sup>rd</sup> Quarter Sampling, Four Plants**

Parameter	Minimum Analytical Level (ug/L)	EPA Method Reference*
Antimony, (T)	10	200.7
Arsenic, (T)	10	200.7 / 206.2
Beryllium, (T)		200.7
Cadmium, (T)	1	200.7 / 213.2
Chromium, (T)	10	200.7 / 218.2
Chromium VI(HEX)		218.6
Copper, (T)	10	200.7 / 220.2
Lead, (T)	5	200.7 / 239.2
Mercury, (T)	0.2	7470 / 245.1
Molybdenum, (T)		200.7
Nickel, (T)	10	200.7 / 249.2
Selenium, (T)		200.7 / 270.2
Silver, (T)	2	200.7 / 272.2
Thallium, (T)		200.7 / 279.2
Zinc, (T)	5	200.7 / 289.2
Cyanide, (T)		335.4
Cyanide (Weak Acid Dissociable)		SM 4500CN
Phenol (T)		625

**\*Or other approved/accredited 40 CFR 136 Wastewater methods**

**T – Total**

**Table C.4 – Bio Solids Testing, Six Plants**

Bio-Solid Samples	MAL/RL Required	Method Required
<b>TCLP Metals</b>		
Arsenic	1.0	6010
Barium	1.0	6010
Cadmium	0.10	6010
Chromium	0.10	6010
Lead	0.10	6010
Mercury	0.05	7470
Selenium	0.10	6010
Silver	0.10	6010
<b>TCLP Volatiles</b>		
Benzene	0.05	8260
Carbon Tetrachloride	0.05	8260
Chlorobenzene	0.05	8260
Chloroform	0.05	8260
1,4 – dichlorobenzene	0.05	8260
1,2 – dichloroethane	0.05	8260
1,1 – dichloroethylene	0.05	8260
Methyl ethyl ketone	0.10	8260
Tetrachloroethylene	0.01	8260
Trichloroethylene	0.01	8260
Vinyl chloride	0.05	8260
<b>TCLP Semi-volatiles</b>		
Chlordane	0.10	8080
2,4 – D	0.10	8151
2,4 – dinitrotoluene	0.04	8270
Endrin	0.01	8080
Heptachlor	0.00	8080
Hexachlorobenzene	0.04	8270
Hexachlorobutadiene	0.04	8270
Hexachloroethane	0.04	8270
Lindane	0.00	8080
Cresols (total) o, m, p	0.04	8270
Methoxychlor	0.01	8080
Nitrobenzene	0.04	8270
Pentachlorophenol	0.04	8270
Pyridine	0.10	8270
Toxaphene	0.05	8080
2,4-5 trichlorophenol	0.04	8270
2,4-6 trichlorophenol	0.04	8270
2,4-5 – TP (Silvex)	0.10	8151



<b>Significant Industrial Users (SIU) Annual Samples approx. 10 sites per year</b>	<b>MAL/RL Required</b>	<b>40 CFR Method</b>
Oil and Grease	100 ug/L	1664
Phenols		625
Arsenic	10 ug/L	200.7 / 206.2
Cadmium	1 ug/L	200.7 / 213.2
Total Chromium	10 ug/L	200.7 / 218.2
Copper	10 ug/L	200.7 / 218.2
Cyanide		SM4500CN / 335.4
Lead	5 ug/L	200.7 / 239.2
Mercury	0.2 ug/L	7470 /245.1
Nickel	10 ug/L	200.7 / 249.2
Silver	2 ug/L	200.7 / 272.2
Zinc	5 ug/L	200.7 / 289.2
Non-polar O & G	100 ug/L	1664A
Total Toxic Organics	10 ug/L	40CFR433.11
Cobalt	10 ug/L	200.7
Tin	50 ug/L	200.7
Bis(2-ethylhexyl) phthalate	10 ug/L	625
Carbazole	100 ug/L	625
O-Cresole	-	-
P-Cresole	-	-
Fluoranthene	10 ug/L	625
n-Octadecane	100 ug/L	625
2,4,6 – Trichlorophenol		

### **Exhibit D: Contact Details**

#### **Water Utilities Lab**

Crystal Ybanez – [CrystalY@cctexas.com](mailto:CrystalY@cctexas.com)

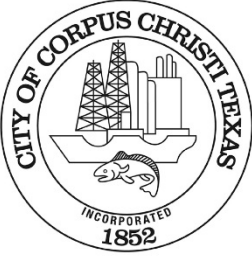
#### **Wastewater Division**

Allison Plant – Darrell Williams – [DarrellW@cctexas.com](mailto:DarrellW@cctexas.com)  
 Broadway Plant – Charles Cookus – [CharlesC@cctexas.com](mailto:CharlesC@cctexas.com)  
 Greenwood Plant – Harry Clifford – [HarryC@cctexas.com](mailto:HarryC@cctexas.com)  
 Laguna Madre Plant – Larry Gonzalez – [EarlRi@cctexas.com](mailto:EarlRi@cctexas.com)  
 Whitecap Plant – Larry Gonzalez – [EarlRi@cctexas.com](mailto:EarlRi@cctexas.com)  
 Oso Plant – Sigifredo DeLeon – [SigifredoD@cctexas.com](mailto:SigifredoD@cctexas.com)

#### **Pretreatment Division**

Crystal Ybanez – [CrystalY@cctexas.com](mailto:CrystalY@cctexas.com)

**Attachment B- Bid/Pricing Schedule**



**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
BID FORM  
RFB No. 4601  
Chemical Analysis Testing**

**PAGE 1 OF 8**

Date: February 27, 2023

Bidder: Eurofins Environment Testing  
South Central, LLC

Authorized Signature: 

- 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 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 company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.
- 4. Bidders must not write over or revise the bid form. Bidders will be considered Non-Responsive if the bid form is modified.**

Item	Description	UNIT	QTY	Unit Price	Total Price
<b>A</b>	<b>Water Utilities Lab</b>				
	<b>Mineral Set</b>				
A.1	Aluminum	EA	360	\$ 8.00	\$ 2,880.00
A.2	Arsenic, Total	EA	240	\$ 8.00	\$ 1,920.00
A.3	Arsenic Dissolved	EA	220	\$13.00	\$ 2,860.00
A.4	Atrazine	EA	220	\$80.00	\$17,600.00
A.5	Barium	EA	220	\$ 8.00	\$ 1,760.00
A.6	Cadmium	EA	220	\$ 8.00	\$ 1,760.00
A.7	Copper	EA	360	\$ 8.00	\$ 2,880.00
A.8	Iron	EA	360	\$ 8.00	\$ 2,880.00
A.9	Lead	EA	360	\$ 8.00	\$ 2,880.00
A.10	Manganese	EA	360	\$ 8.00	\$ 2,880.00

A.11	Mercury	EA	220	\$ 18.00	\$ 3,960.00
A.12	Silica	EA	360	\$ 8.00	\$ 2,880.00
A.13	Sodium	EA	360	\$ 8.00	\$ 2,880.00
	<b>Metal Analysis</b>				
A.14	Copper	EA	240	\$ 8.00	\$ 1,920.00
A.15	Zinc	EA	640	\$ 12.00	\$ 7,680.00
	<b>Storm water Runoff Analysis</b>				
A.16	Cadmium	EA	80	\$ 8.00	\$ 640.00
A.17	Copper	EA	80	\$ 8.00	\$ 640.00
A.18	Chromium	EA	80	\$ 8.00	\$ 640.00
A.19	Lead	EA	80	\$ 8.00	\$ 640.00
A.20	Nickel	EA	80	\$ 8.00	\$ 640.00
A.21	Zinc	EA	80	\$ 8.00	\$ 640.00
A.22	Diazinon	EA	80	\$150.00	\$12,000.00
A.23	Total Cyanide	EA	120	\$ 25.00	\$ 3,000.00
	<b>Trihalomethanes</b>				
A.24	TTHMs	EA	120	\$ 45.00	\$ 5,400.00
<b>B</b>	<b>Wastewater Division</b>				
B.1	Arsenic, Total	EA	80	\$ 8.00	\$ 640.00
B.2	Barium	EA	80	\$ 8.00	\$ 640.00
B.3	Cadmium	EA	80	\$ 8.00	\$ 640.00
B.4	Chromium	EA	80	\$ 8.00	\$ 640.00
B.5	Copper	EA	320	\$15.00	\$4,800.00
B.6	Lead	EA	80	\$ 8.00	\$ 640.00
B.7	Manganese	EA	80	\$ 8.00	\$ 640.00
B.8	Mercury	EA	80	\$18.00	\$1,440.00
B.9	Molybdenum	EA	80	\$ 8.00	\$ 640.00
B.10	Nickel	EA	80	\$ 8.00	\$ 640.00
B.11	Selenium	EA	80	\$ 8.00	\$ 640.00
B.12	Silver	EA	80	\$ 8.00	\$ 640.00
B.13	Zinc	EA	80	\$ 8.00	\$ 640.00
<b>C</b>	<b>Pretreatment Division</b>				
<b>C.1</b>	<b>1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Quarter Sampling</b>				
<b>C1.1</b>	<b>Volatile Compounds *includes</b>	<b>EA</b>	<b>40</b>	<b>\$ 70.00</b>	<b>\$ 2,800.00</b>
	Acrolein				
	Acrylonitrile				
	Benzene				
	Bromoform				

	Carbon tetrachloride (tetrachloromethane)				
	Chlorobenzene				
	Chlorodibromomethane				
	Chloroethane				
	2-Chloroethylvinyl Ether				
	Chloroform				
	Dichlorobromomethane				
	1,1 – Dichloroethane				
	1,2 – Dichloroethane				
	1,1 – Dichloroethylene				
	1,2 – Dichloropropane				
	1,3- Dichloropropylene				
	Ethyl benzene				
	Methyl Bromide				
	Methyl Chloride				
	Methylene Chloride				
	1,1,2,2- Tetra chloroethane				
	Tetrachloroethylene				
	Toulene				
	1,2- TransDichloroethylene				
	1,1,1- Trichloroethane				
	1,1,2- Trichloroethane				
	Trichloroethylene				
	Vinyl Chloride				
C.1.2	<b>Acid Compounds</b> <b>*includes</b>	<b>EA</b>	<b>40</b>	\$ 70.00	\$ 2,800.00
	2- Chlorophenol				
	2,4 – Dichlorophenol				
	2,4- Dimethylphenol				
	4,6 – Dinitro-o-Cresol				
	2,4 – Dinitrophenol				
	2- Nitrophenol				
	4- Nitrophenol				
	P-Chloro-m-Cresol				
	Pentachlorophenol				
	Phenol				
	2,4,6 - Trichlorophenol				
C.1.3	<b>Base/Neutral Compounds</b> <b>*includes</b>	<b>EA</b>	<b>40</b>	\$ 70.00	\$ 2,800.00
	Acenaphthene				
	Acenaphthylene				
	Anthracene				
	Benzidine				
	Benzo(a) Anthracene				
	Benzo(a) Pyrene				

	3,4- Benzoflroranthene				
	Benzo(ghi)Perylene				
	Benzo(K) Fluoranthene				
	Bis(2-Chloroethoxy) Methane				
	Bis(2-Chloroethyl) Ether				
	Bis)2-Chloroisopropyl) Ether				
	Bis(2-Ethylhexyl) Phthalate				
	4- Bromophenol Phenyl Ether				
	Butyl benzyl Phthalate				
	2-Chloronaphthalene				
	4-Chlorophenyl Phenyl ether				
	Chrysene				
	Dibenzo(a,h) Anthracene				
	1,2 – Dichlorobenzene				
	1,3- Dichlorobenzene				
	1,4- Dichlorobenzene				
	3,3- Dichlorobenzidine				
	Diethyl Phthalate				
	Dimethyl Phthalate				
	Di-n-Butyl Phthalate				
	2,4- Dinitro toluene				
	2,6 – Dinitro toluene				
	Di-n- Octyl Phthalate				
	1,2- Diphenyl Hydrazine				
	Fluoranthene				
	Flrorene				
	Hexachlorobenzene				
	Hexachlorobutadiene				
	Hexachloro-cyclopentadiene				
	Indeno(1,2,3-cd) pyrene				
	Isophorone				
	Naphthalene				
	Nitrobenzene				
	N-Nitroso dimethylamine				
	N-Nitroso-n-Propylamine				
	N-Nitroso diphenylamine				
	Phenanthrene				
	Pyrene				
	1,2,4-Trichlorobenzene				
C.1.4	<b>Pesticides</b> <b>*includes</b>	<b>EA</b>	<b>40</b>	<b>\$ 85.00</b>	<b>\$ 3,400.00</b>
	Aldrin				
	Alpha hexachlorocyclohexane				
	Beta-BHC				
	Gamma-BHC (Lindane)				
	Delta -BHC				

	Chlordane				
	4,4-DDT				
	4,4-DDE				
	4,4-DDD				
	Dieldrin				
	Alpha-Endosulfan				
	Beta-Endosulfan				
	Endosulfan Sulfate				
	Endrin				
	Endrin Aldehyde				
	Heptachlor				
	Heptachlor Epoxide				
	Polychlorinated biphenols (PCBs) The sum of PCB concentrations not to exceed daily average value				
	PCB -1242				
	PCB-1254				
	PCB-1221				
	PCB-1232				
	PCB-1248				
	PCB-1260				
	PCB-1016				
	Toxaphene				
<b>C.2</b>	<b>Chapter 307 *includes</b>	<b>EA</b>	<b>40</b>	<b>\$965.00</b>	<b>\$38,600.00</b>
	Aluminum				
	Barium				
	Bis(chloromethyl) ether				
	Carbaryl				
	Chlorpyrifos				
	Cresols				
	2,4-D				
	Danitol				
	Demeton				
	Diazinon				
	Dicofol				
	Dioxin/Furans				
	Diuron				
	Fluoride				
	Guthion				
	Hexachlorophene				
	Malathion				
	Methoxychlor				
	Methyl Ethyl Ketone				
	Mirex				

	Nitrate- Nitrogen				
	N-Nitrosodiethylamine				
	N-Nitroso-di-n-Butylamine				
	Nonylphenol				
	Parathion				
	Pentachlorobenzene				
	Pyridine				
	1,2-Dibromoethane				
	1,2,4,5 – Tetrachlorobenzene				
	2,4,5- TP (Silvex)				
	Tributyltin				
	2,4,5 - Trichlorophenol				
	TTHM (Total trihalomethanes)				
<b>C.3</b>	<b>Metals, Cyanide and Phenols</b>				
<b>C.3.1</b>	<b>Total Cyanide</b>	<b>EA</b>	<b>512</b>	\$ 25.00	\$12,800.00
<b>C.3.2</b>	<b>Total Phenols</b>	<b>EA</b>	<b>512</b>	\$ 30.00	\$15,360.00
<b>C.3.3</b>	<b>Total Metals *includes</b>	<b>EA</b>	<b>128</b>	\$169.00	\$21,632.00
	Antimony, Total				
	Arsenic, Total				
	Beryllium, Total				
	Cadmium, Total				
	Chromium, Total				
	Chromium (Hex)				
	Chromium (Tri)				
	Copper, Total				
	Lead, Total				
	Mercury, Total				
	Nickel, Total				
	Selenium, Total				
	Silver, total				
	Thallium, Total				
	Zinc, Total				
	Cyanide, Available				
<b>C.4</b>	<b>Bio Solid Testing</b>				
<b>C.4.1</b>	<b>TCLP Metals *includes</b>	<b>EA</b>	<b>24</b>	\$95.00	\$2,280.00
	Arsenic				
	Barium				
	Cadmium				
	Chromium				
	Lead				
	Mercury				
	Selenium				

	Silver				
<b>C.4.2</b>	<b>TCLP Volatiles *includes</b>	<b>EA</b>	<b>24</b>	\$90.00	\$2,160.00
	Benzene				
	Carbon Tetrachloride				
	Chlorobenzene				
	Chloroform				
	1,4- dichlorobenzene				
	1,2-dichloroethane				
	1,1-dichloroethylene				
	Methyl ethyl ketone				
	Tetrachloroethylene				
	Trichloroethylene				
	Vinyl Chloride				
<b>C.4.3</b>	<b>TCLP Semi-Volatiles *includes</b>	<b>EA</b>	<b>24</b>	\$145	\$3,480.00
	Chlordane				
	2,4-D				
	2,4-dinitrotoluene				
	Endrin				
	Heptachlor				
	Hexachlorobenzene				
	Hexachlorobutadiene				
	Hexachloroethane				
	Lindane				
	Cresols (total) o, m,p				
	Methoxychor				
	Nitrobenzene				
	Pentachlorophenol				
	Pyridine				
	Toxaphene				
	2,4-5-trichlorophenol				
	2,4-6-trichlorophenol				
	2,4-5-TP (Silvex)				
<b>C.4.4</b>	<b>Significant Industrial Users (SIU) Annual Samples</b>				
C.4.1	Oil and Grease	EA	10	\$ 45.00	\$ 450.00
C.4.2	Phenols	EA	10	\$ 30.00	\$ 300.00
C.4.3	Arsenic	EA	10	\$ 8.00	\$ 80.00
C.4.4	Cadmium	EA	10	\$ 8.00	\$ 80.00
C.4.5	Total Chromium	EA	10	\$ 8.00	\$ 80.00
C.4.6	Copper	EA	10	\$ 8.00	\$ 80.00
C.4.7	Cyanide	EA	10	\$ 25.00	\$250.00
C.4.8	Lead	EA	10	\$ 8.00	\$ 80.00
C.4.9	Mercury	EA	10	\$ 18.00	\$180.00



C.4.10	Nickel	EA	10	\$ 8.00	\$ 80.00
C.4.11	Silver	EA	10	\$ 8.00	\$ 80.00
C.4.12	Zinc	EA	10	\$ 8.00	\$ 80.00
C.4.13	Non-polar Oil and Grease	EA	10	\$ 50.00	\$ 500.00
C.4.14	Total Toxic Organics	EA	10	\$305.00	\$3,050.00
C.4.15	Cobalt	EA	10	\$ 8.00	\$ 80.00
C.4.16	Tin	EA	10	\$ 8.00	\$ 80.00
C.4.17	Bis (2-ethylexyl) phthalate	EA	10	\$ 20.00	\$ 200.00
C.4.18	Carbazole	EA	10	\$ 20.00	\$ 200.00
C.4.19	O-Cresole	EA	10	\$ 20.00	\$ 200.00
C.4.20	p-Cresole	EA	10	\$ 20.00	\$ 200.00
C.4.21	Fluoranthene	EA	10	\$ 20.00	\$ 200.00
C.4.22	n-Octadecane	EA	10	\$ 20.00	\$ 200.00
	TOTAL			**	\$ 211,982.00

**\*\* The price on this bid form is for 3 years.  
The annual price is \$70,661.00 with items  
purchased on an as needed basis.**

*AM*

## **Attachment C**

### **NO INSURANCE REQUIREMENTS**

The City's Legal Department has recommended there be no insurance requirements for this particular scope of work, Purchase Contracts – Supply Agreements – Equipment Leases - Goods or Equipment Delivered to City Other Than Hazardous Chemicals.

2021 Insurance Requirements

Ins. Req. Exhibit **1-A**

Purchase Contracts – Supply Agreements – Equipment Leases

Goods or Equipment Delivered to City Other Than Hazardous Chemicals

05/10/2021 Risk Management – Legal Dept.

## **Attachment D - Warranty Requirements**

"No warranty required for this 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:

---

**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.