

MASTER SERVICES AGREEMENT
BETWEEN
CITY OF TOMBALL
AND
NORTH WATER DISTRICT LABORATORY SERVICES, INC. (NWDLS)
FOR TESTING SERVICES

THIS CONTRACT, consisting of this Master Services Agreement (“MSA”) and the Contract Documents listed in Article 9, hereto, is by and between **CITY OF TOMBALL**, (hereinafter called “CITY” or “OWNER”) with offices located at 401 MARKET STREET, TOMBALL, TX 77375, and **NORTH WATER DISTRICT LABORATORY SERVICES, INC.** (hereinafter called “CONTRACTOR”) with offices located at 130 SOUTH TRADE CENTER PARKWAY, CONROE, TX 77385. CITY and CONTRACTOR are sometimes referred to individually herein as “PARTY” and collectively as “PARTIES.”

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.1 The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which include this MSA and such other documents as are listed in Article 9 of this MSA. All Services authorized by CITY to CONTRACTOR shall be subject to all terms and conditions herein. In the event that separate projects are initiated under this MSA, each Project Specific Proposal shall be treated as an Exhibit to this MSA and incorporated herein after being signed by both CITY and CONTRACTOR. The Work performed hereunder shall be either:

a) EMERGENCY SERVICES

- i) CONTRACTOR shall perform Emergency Service Work which, by its nature, cannot be bid out. Due to the nature of the emergency services to be requested under this Agreement, such authorization to proceed may be given verbally by CITY to CONTRACTOR. CONTRACTOR agrees to undertake all Emergency Service Work as verbally directed.

b) SCHEDULED SERVICES

- i) This work includes non-emergency Scheduled Services that have a total cost up to \$75,000 per calendar year.

1.2 Job Site Safety and Protection

- a) CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and any Job Site where is provides services. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety

Laws and Regulations. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- i) All persons on or near the Job Site or who may be affected by the Work; and
 - ii) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Job Site.
- b) CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss.
- c) CONTRACTOR shall clearly and unambiguously inform CITY of any specific requirements of CONTRACTOR'S safety program with which CITY'S employees and representatives must comply with while at Job Site.
- d) All damage, injury, or loss to any property referred to in this Section 2.0 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the acts or omissions of CITY and not otherwise attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- e) CONTRACTOR'S duties and responsibilities for safety and for protection of the Work and Job Site shall continue until such time as all the Work is completed in accordance with the Contract Documents.

ARTICLE 2 – THE PROJECT

2.1 The specifications and performance standards for each specific Project for which work is performed pursuant to this MSA are generally described in Exhibit A – General Conditions for Testing Services (“GENERAL CONDITION”) and may be more particularly described in the Project Specific Proposal, if any, for a specific Project.

ARTICLE 3 – CONTRACT TIMES

3.1 Term

- a) The Effective Date of this Contract is February 14, 2023.
- b) This Contract shall remain in effect for a period of one (1) year from the Effective Date, with the option to renew for up to four (4) years in one-year increments at no change in price at the sole discretion of the CITY. If Emergency or Scheduled Services have been initiated prior to the

expiration of such period, the provisions herein shall remain applicable until the completion of such Emergency or Scheduled Services.

3.2 Time of the Essence

- a) All time limits, if any, in the Contract Documents regarding milestones, substantial completion and completion by CONTRACTOR are of the essence to the agreements.

ARTICLE 4 – CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the amounts specified in the General Conditions or as agreed upon in the Project Specific Proposal.

ARTICLE 5 – COST OF THE WORK

5.1 Cost of the Work shall be determined as provided in Exhibit B or as set forth in a Project Specific Proposal or Purchase Order.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.2 Payments will be made as specified in the General Conditions.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS AND ACKNOWLEDGEMENT

7.1 With the Exception of Emergency Services, CONTRACTOR makes the following representations:

- a) CONTRACTOR has examined and carefully studied all Contract Documents and the other related data identified herein.
- b) CONTRACTOR has visited the Project Sites and become familiar with and satisfied as to the general, local and site-specific conditions that may affect cost, safety, progress, and performance of the Work.
- c) CONTRACTOR is familiar with and is satisfied with its review as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- d) CONTRACTOR will obtain and carefully study (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, safety, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by

Contractor, including applying the any specific means, methods, techniques, sequences, and procedures specified by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

ARTICLE 8 – ACCOUNTING RECORDS

8.1 CONTRACTOR shall record all materials, equipment, and labor entering into each Project and shall keep such complete and detailed accounts as may be necessary for proper financial management under the Contract Documents while utilizing accounting methods satisfactory to CITY. CITY shall be afforded access, during normal business hours, to all CONTRACTOR’S records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to any Project and its costs. CONTRACTOR shall preserve all such documents for a period of five years after the final payment by CITY.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 The Contract Documents consist of the following:

- a) This Master Services Agreement (“MSA”);
- b) Contractor Disclosure;
- c) Contractor’s Non-Collusion Affidavit;
- d) Exhibits to this Agreement;
 - a. Exhibit A - General Conditions for Testing Services
 - b. Exhibit B – One (1) Year Pricing
- e) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Any and all Project Specific Proposals;
 - b. Drawings (if required, will be an attachment to Contractor’s Project Specific Proposal);
 - c. Written Amendments in accordance with Article 11.01 D; and
 - d. Purchase Orders

9.2 There are no Contract Documents other than those listed above in this Article 9.

9.3 The Contract Documents may only be amended, modified, or supplemented by a written document signed by both PARTIES.

ARTICLE 10 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

10.1 CONTRACTOR shall indemnify and save harmless CITY (including its officers, employees and affiliated companies) and Engineer (if any) from and against any and all claims, damages, losses and expenses (including attorney's fees and other expenses) arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or personal) including loss of use resulting there from and (b) is also caused in whole or in part by any intentional or grossly negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the named parties above.

10.2 The indemnification obligations of the CONTRACTOR are not limited by the amount or types of damages, policy limits, worker's compensation coverage or other benefits payable under any insurance policies or any limitation to CONTRACTOR'S liability applicable under any worker's compensation or disability statute. CONTRACTOR acknowledges its indemnification obligation hereunder extends to claims by its employees against CITY.

10.3 CONTRACTOR shall provide insurance coverage in accordance with the provisions set forth in the General Conditions.

10.4 If any employees of the CONTRACTOR, a subcontractor or anyone directly or indirectly employed by any of them make a claim against CITY, the indemnification obligation of CONTRACTOR hereunder shall be construed to the broadest extent possible under the law.

10.5 If any provision of this MSA regarding indemnification is rendered unenforceable by law, it shall be stricken from the MSA and the remaining provisions shall remain in full force and effect.

ARTICLE 11 – MISCELLANEOUS

11.1 Terms – If a term is defined in one Contract Document it shall be construed to have the same meaning in all Contract Documents.

11.2 Assignment of Contract – No assignment by one PARTY of any of its rights under or obligations under the Contract Documents will be binding on the other PARTY without the written consent of that other PARTY, except that the PARTIES may assign such rights and obligations to any entity with which it is merged or which acquires all or substantially all of its assets; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns – CITY and CONTRACTOR each binds itself, its partners, successors, approved assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.4 Severability – Any provision or part of the Contract Documents held by a court to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.5 Non-Discrimination – CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR’S noncompliance with any such laws, this Agreement may be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further contracts.

11.6 Notices – Notices to CITY and CONTRACTOR shall be sent by courier or certified mail to the following addresses:

CITY:

CONTRACTOR:
Monica O. Martin
130 South Trade Center Parkway
Conroe, TX 77385

11.7 Designated Representative – The Designated Representative of CITY and CONTRACTOR are as follows:

CITY:


CONTRACTOR:
Monica O. Martin
Title: Chief Administrative Officer
Phone: 936-321-6060
Email: monica@nwdl.com

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate.

CITY OF TOMBALL

By: _____

CONTRACTOR: NORTH WATER DISTRICT LABORATORY SERVICES, INC.

By:  _____
Monica O. Martin
Chief Administrative Officer

APPENDIX 1 – CONTRACTOR DISCLOSURE

CONTRACTOR NAME: North Water District Laboratory Services, Inc.

Subcontractor's Name(s): n/a


As an authorized representative of the CONTRACTOR and SUBCONTRACTORS for the above referenced project, we represent and warrant that we have not paid or accepted, nor have we agreed to pay or accept in the future, anything of value in order to obtain any aspect of this bid and subsequent award of contract.

Signed

CONTRACTOR:

North Water District Laboratory Services, Inc. n/a

NAME

By: Monica O. Martin 

Date: 02/14/2023

SUBCONTRACTOR:

NAME

By: _____

Date: _____

APPENDIX 2 – CONTRACTOR’S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 13:45 this 14th day of February, 2023
North Water District Laboratory Services, Inc.
(Name of Organization)

By: Monica D. Martin
Signature: _____
Title: Chief Administrative Officer

ACKNOWLEDGMENT

State of Texas
County of Montgomery

Before me, a Notary Public, personally appeared the above-named MONICA D MARTIN and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 14th day of FEBRUARY, 2023
DEENA HIGGINBOTHAM
Notary Public

My Commission Expires: OCTOBER 8, 2025
County of Residence: MONTGOMERY

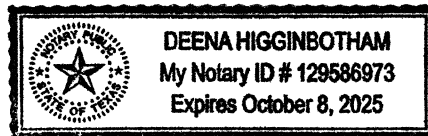


EXHIBIT A – GENERAL CONDITIONS FOR TESTING SERVICES

The following General Conditions apply to testing services performed pursuant to the Master Services Agreement (“MSA”). In the event of a conflict between these General Conditions and the MSA, the General Conditions shall be controlling except with respect to Section 1.2 of the MSA.

1. DEFINITIONS

1.1 CITY's Representative.

Only the following CITY employees are authorized to act as CITY’s Representative to CONTRACTOR:

Name: _____

Title: _____

All work performed by CONTRACTOR shall be authorized by the applicable CITY Representative provided, however, that someone designated by that Representative may authorize Contractor to act during emergencies.

1.2 Holidays. The following days are defined as Holidays:

New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

1.3 Materials. All raw or prepared materials and manufactured or fabricated products.

1.4 Specifications. The general and special provisions pertaining to the time, place, and method of performing the work and to the quantities and type of material to be furnished for the work.

1.5 Subcontractors. An individual, partnership or corporation, or a combination of any or all, jointly undertaking the execution of any part of the Contractor's obligations.

1.6 Work. Any and all actions, obligations, duties or responsibilities necessary for the successful completion of the tasks assigned to the Contractor by CITY’s Representative.

1.7 Work Hours. Regular work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours worked outside of regular hours are defined as non-regular hours.

1.8 Purchase Order. A written directive by CITY to the Contractor for services pursuant to the Contract.

1.9 Project, Work or Job. The terms may be used interchangeably for specific work assigned to the Contractor by CITY.

2. SCOPE OF WORK. The Work contemplated under this Contract to be performed by Contractor includes:

2.1 Emergency Work consisting of testing of wells, ground storage tanks, wastewater treatment plants and all sizes of water and wastewater mains, service lines and/or all related appurtenances.

2.2 Non-emergency work Scheduled Work consisting of testing of all wells, ground storage tanks, wastewater treatment plants and all installation and/or replacement of all sizes of CITY customer services, water lines, wastewater lines and/or hydrants, to the water distribution and wastewater collection system. All work is to be completed on a timely basis.

3. PRICING and BILLING

3.1 CITY shall compensate the CONTRACTOR for all authorized work completed to CITY's satisfaction, as evidenced by completed Purchase Orders, in accordance with the prices set forth in Exhibit B, which are attached to this Contract hereto and incorporated herein.

3.2 CONTRACTOR'S invoices shall identify separately each Job, Project performed, and shall conform to the reasonable billing requirements of CITY as stated in these General Conditions. The CONTRACTOR shall not invoice CITY for payment for any work until the work is completed and accepted as satisfactory by CITY's Representative. CITY will pay the CONTRACTOR for work satisfactorily completed within 30 days from the receipt of CONTRACTOR'S invoice.

4. AVAILABILITY OF CONTRACTOR. The Contractor must be available for all emergencies within 6 hours of being notified at the following phone number:

Phone: 936-321-6060

4.1 Notification to CONTRACTOR. Notification of an emergency project shall be by phone to the number set forth in this paragraph, to be followed up by a written Purchase Order within twenty-four hours, or at the beginning of the next regular workday. For non-emergency projects, a written Purchase Order shall be provided before the startup of a regular work hour's project.

4.2 Contents of Notice. When CITY gives the CONTRACTOR, or his designee, a Purchase Order, CITY will inform CONTRACTOR of said start date, the location and nature of the situation, whether additions or deletions to the standard crew are necessary and will provide specifications concerning the work to be performed.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 General. CONTRACTOR is an independent contractor and neither it nor its employees or subcontractors shall be considered to be an employee of CITY. CONTRACTOR is solely responsible for its performance hereunder and shall implement appropriate safeguards to prevent injury to its employees or any third party or damage to any property. CONTRACTOR shall comply with all local, state, and federal

laws and regulations covering the performance of its services hereunder and shall take appropriate steps to prevent injuries or property damage. The CONTRACTOR warrants that he does and shall, at all times while performing services hereunder, carry the required Worker's Compensation insurance required by law. A copy of such insurance shall be provided to CITY upon request.

5.2 Supervision. The CONTRACTOR shall provide an experienced and qualified person who shall act as Supervisor for all work associated with this Contract as needed. Supervisor shall have full authority to represent and act for the Contractor in all matters pertaining to the work and shall be readily available at all times to properly coordinate all phases of the work. The Supervisor shall ensure CONTRACTOR, its employees and subcontractors comply with any security procedures or site-specific rules in effect at CITY facilities provided that such requirement are provided to CONTRACTOR in writing.

5.3 Labor, Material and Equipment

5.3.1 Labor. CONTRACTOR is solely responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly and safely perform the work assigned. Any person who, in the opinion of CITY, appears to be incompetent or who acts in a disorderly or intemperate manner shall, at the written request of CITY, be immediately removed from the job and shall be prohibited from doing any future work pursuant to this Contract, unless written approval by CITY is subsequently provided. All persons used by CONTRACTOR to provide services hereunder shall be considered employees of Contractor, and not CITY, and shall not be entitled to or otherwise qualify for any benefits provided by CITY to its employees.

5.3.2 Materials. The CONTRACTOR shall furnish all materials for work under this Contract. All materials supplied by the CONTRACTOR shall be in accordance with Standards and Codes listed in this Contract except where modified in writing by CITY.

5.3.3 Equipment. The CONTRACTOR shall be responsible for supplying all the equipment necessary to complete the work. All tools and equipment shall be in good functional order. The CONTRACTOR shall ensure that it has immediate availability to use all major equipment necessary to perform its obligations under this contract. Equipment shall only be operated by persons who are familiar with its use and are qualified to use it.

5.4 Subcontractors. The CONTRACTOR is prohibited from subcontracting any of the work to be performed under this Contract without first obtaining the written consent of CITY. The CONTRACTOR shall remain liable to CITY for the full and faithful performance of all work under the Contract and Work Order, regardless of the retention of a subcontractor.

5.5 Laws, Regulations, and Permits. The CONTRACTOR shall be cognizant of all local and county ordinances, and state and federal laws and regulations applicable to the work performed hereunder and shall, at all times comply with said ordinances, laws, and regulations. CONTRACTOR is solely responsible to obtain any permits required to perform its services hereunder, except for those that require CITY to

obtain them. The cost to obtain any such permits is incorporated into the price schedules attached hereto and shall not be billed as additional expenses to CITY.

5.6 Taxes. The CONTRACTOR is solely responsible for the payment of all sales and use taxes. There shall be no additional payments or increase in the Contract prices set forth herein based upon any such tax payment.

5.7 Insurance Requirements.

5.7.1 At all times during the provision of the Work, CONTRACTOR shall procure and maintain, and its expense, at least the following types and amounts of insurance coverage:

| COVERAGE | LIMITS |
|--|------------------------------|
| Worker's Compensation | -As required by Texas Law |
| Employer's Liability | -\$500,000 each occurrence |
| Public Liability (Bodily Injury) | -\$1,000,000 combined single |
| Public Liability (Property Damage) | -\$1,000,000 combined single |
| Automobile Liability (Bodily Injury) | -\$200,000 each person |
| Automobile Liability (Property Damage) | -\$50,000 each occurrence |

5.8 Responsibility to Third Party Property Owners. Occasions may arise where it will be necessary to enter upon private property in order to facilitate testing. Should this be necessary, the CONTRACTOR must exercise care and minimize any damage to the property and shall only work within existing utility easements while performing services hereunder. Where appropriate, including when work will be performed outside any existing easement, CONTRACTOR shall obtain the owner's written approval prior to entering the property.

6. CITY'S RESPONSIBILITIES; LIMITATIONS

6.1 Inspection. The work involved in this Contract shall be subject to the inspection by CITY. However, CITY shall have no duty or obligation to inspect the work, and CITY's inspection shall in no way invalidate the CONTRACTOR'S obligations and warranties to perform all work in accordance with the terms of this Contract and any Purchase Order and perform all work in workmanlike manner in accordance with accepted engineering practices. CITY's decision not to inspect shall not limit its right of recovery against CONTRACTOR.

6.2 Permits and Utility Locates. Unless otherwise provided in this Contract the Contract Documents, CITY shall obtain and pay for all necessary permits which by law or regulation must be obtained by CITY in its capacity as a regulated utility corporation.

7. NON-EXCLUSIVE CONTRACT. This Contract does not require the CONTRACTOR to work exclusively for CITY. Likewise, this Contract does not require CITY to use the CONTRACTOR on any given job or for any minimum number of jobs and does not limit or prohibit CITY from utilizing another CONTRACTOR at any time or location.

8. TERMINATION OF WORK. CITY reserves the right to, at any time and for any reason and without prior notice, terminate any Work or Project assigned to CONTRACTOR hereunder. Upon such cancellation, CITY shall make a pro rata payment to CONTRACTOR for the specific Project, within the period required for payments hereunder, for work performed consistently with the Contract Documents up to the date of cancellation.

9. REMEDIES FOR BREACH. In addition to all other remedies or damages provided by equity or at law, the prevailing party shall be entitled to recover costs, including reasonable Attorney's fees.

10. TERMINATION/EXTENSION. Either party may provide the other with sixty (60) days written notice of cancellation of this MSA and any Projects. (This provision shall not be construed to in any way limit CITY's right to terminate any Work pursuant to the terms of Section 8 immediately above this Section.) CITY may exercise a one (1) year contract extension option by providing CONTRACTOR with sixty (60) days advanced written notice of the intent to extend the contract for the additional year.

11. CONFIDENTIALITY. All information provided by CITY to CONTRACTOR shall be considered confidential proprietary information that may not be disclosed or subsequently used by CONTRACTOR without CITY's prior written authorization. All information provided by CONTRACTOR to CITY shall be considered confidential proprietary information that may not be disclosed or subsequently used by CITY without CONTRACTOR'S prior written authorization.

EXHIBIT B – ONE (1) YEAR PRICING



Analytical Services Quotation

Printed: 02/14/2023

For: **City of Tomball**
501 James Street
Tomball, TX 77375

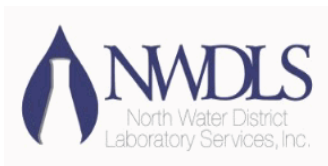
Bid ID: 20230214135456MM

Effective: 10/28/2022
 Expires: 12/31/2022
 Status: Pending

Project: City of Tomball North & South Plants - Annual WW
 Manager: Glen Williams

Pricing Summary

| Analysis | Method | Qty | TAT (days) | Surcharge if any (%) | Discount Price | Extended Price |
|--------------------------|----------------------------------|-----|------------|----------------------|----------------|----------------|
| Aqueous | | | | | | |
| <i>Field</i> | | | | | | |
| DO Field | Hach 10360 | 208 | 10 | | \$10.00 | \$2,080.00 |
| pH Field | SM 4500-H+ B | 208 | 10 | | \$10.00 | \$2,080.00 |
| Weekday Collection | Fee | 208 | 10 | | \$25.00 | \$5,200.00 |
| <i>General Chemistry</i> | | | | | | |
| CBOD-5210 | SM 5210 B | 208 | 10 | | \$26.00 | \$5,408.00 |
| MLSS-2540 | SM 2540 D | 104 | 10 | | \$25.00 | \$2,600.00 |
| NH3-N SEAL-350.1 | EPA 350.1 | 208 | 10 | | \$25.00 | \$5,200.00 |
| RBOD-5210 | SM 5210 B | 208 | 10 | | \$26.00 | \$5,408.00 |
| RNH3-N SEAL-350.1 | EPA 350.1 | 52 | 10 | | \$25.00 | \$1,300.00 |
| RTSS-2540 | SM 2540 D | 52 | 10 | | \$25.00 | \$1,300.00 |
| TSS-2540 | SM 2540 D | 208 | 10 | | \$25.00 | \$5,200.00 |
| <i>Metals, Total</i> | | | | | | |
| Copper ICPMS 200.8 | EPA 200.8 | 48 | 10 | | \$25.00 | \$1,200.00 |
| <i>Microbiology</i> | | | | | | |
| TC EC-9223 | SM 9223 B (Colilert Quanti-Tray) | 104 | 10 | | \$55.00 | \$5,720.00 |
| <i>Misc</i> | | | | | | |
| NELAP Admin Fee | Fee | 24 | 10 | | \$20.00 | \$480.00 |
| Solid | | | | | | |
| <i>[Group Analysis]</i> | | | | | | |
| Sludge Analysis | varies | 2 | 10 | | \$427.50 | \$855.00 |
| TCLP-1311 | varies | 2 | 10 | | \$1,060.00 | \$2,120.00 |



Analytical Services Quotation

(Continued)

Printed: 02/14/2023

For: **City of Tomball**
 Project: City of Tomball North & South Plants - Annual WW
 Manager: Glen Williams

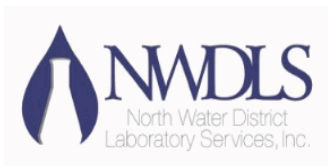
Bid ID: 20230214135456MM

Pricing Summary

| Analysis | Method | Qty | TAT (days) | Surcharge if any (%) | Discount Price | Extended Price |
|---------------------------------|-------------|-----|---------------|-------------------------|--------------------|-------------------|
| Solid (Continued) | | | | | | |
| <i>General Chemistry</i> | | | | | | |
| Paint Filter-9095 | SW-9065 | 2 | 10 | | \$20.00 | \$40.00 |
| SOUR TS-2540 G | SM 2540 G | 2 | 10 | | \$0.00 | \$0.00 |
| TS-2540 G | SM 2540 G | 48 | 10 | | \$25.00 | \$1,200.00 |
| <i>Microbiology</i> | | | | | | |
| FC/CB-QT-LR | Colilert-18 | 14 | 10 | | \$55.00 | \$770.00 |
| SOUR-2710 | SM 2710 B | 2 | 10 | | \$100.00 | \$200.00 |
| <i>Organics by GC</i> | | | | | | |
| PCB-8082 | SW-8082 | 2 | 10 | | \$200.00 | \$400.00 |
| <i>TCLP</i> | | | | | | |
| TCLP ZHE | EPA 1311 | 2 | 10 | | \$0.00 | \$0.00 |
| VOA-TCLP | SW-8260 | 2 | 10 | | \$125.00 | \$250.00 |
| Bid Total: | | | | | \$49,011.00 | |

Deena Higginbotham

Deena Higginbotham
 Director of Client Services



130 S. Trade Center Pkwy, Conroe, TX 77385

Tel: (936) 321-6060

Email: lab@nwdls.com

www. NWDLS.com

TCEQ T104704238-22-36

TCEQ-TOX T104704202-22-17

Analytical Services Quotation

(Continued)

Printed: 02/14/2023

For: **City of Tomball**
Project: City of Tomball North & South Plants - Annual WW
Manager: Glen Williams

Bid ID: 20230214135456MM

Price and Terms of Payment

Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing. Unless specifically agreed otherwise by NWDLS in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of One Hundred Dollars (\$100) and may carry interest at the rate of three percent (3%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

NWDLS has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from NWDLS. The customer undertakes to provide bank account details, as necessary.

NWDLS is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

Delivery Dates/Turnaround Times

Delivery dates and turnaround times are estimates and do not constitute a commitment by NWDLS. Nevertheless, NWDLS shall make commercially reasonable efforts to meet its estimated deadlines.

Results are generally sent by email, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

Accepted By

Date

Receipt of samples by NWDLS constitutes acceptance of the above terms and conditions, not withstanding any provisions to the contrary in clients purchase order, unless an alternative agreement has been signed by us.



Analytical Services Quotation

Printed: 02/14/2023

For: **City of Tomball**
501 James Street
Tomball, TX 77375

Bid ID: 20230214140026MM

Effective: 10/28/2022

Expires: 12/31/2022

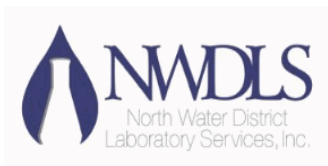
Status: Pending

Project: City of Tomball North & South Plants - Annual WET

Manager: Glen Williams

Pricing Summary

| Analysis | Method | Qty | TAT (days) | Surcharge if any (%) | Discount Price | Extended Price |
|------------------------------------|--------------|-----|------------|----------------------|----------------|--------------------|
| Aqueous | | | | | | |
| Acute Toxicity | | | | | | |
| DP 1DL-2021.0 | EPA 2021.0 | 4 | 10 | | \$175.75 | \$703.00 |
| PP 1DL-2000.0 | EPA 2000.0 | 4 | 10 | | \$175.75 | \$703.00 |
| Chronic Toxicity | | | | | | |
| CD 7DD-1002.0 | EPA 1002.0 | 8 | 10 | | \$926.25 | \$7,410.00 |
| PP 7DD-1000.0 | EPA 1000.0 | 8 | 10 | | \$926.25 | \$7,410.00 |
| RW CD 7DD-1002.0 | EPA 1002.0 | 8 | 10 | | \$95.00 | \$760.00 |
| RW PP 7DD-1000.0 | EPA 1000.0 | 8 | 10 | | \$95.00 | \$760.00 |
| Field | | | | | | |
| DO Field | Hach 10360 | 208 | 10 | | \$0.00 | \$0.00 |
| Flow Field - Instant Meter Reading | Field | 24 | 10 | | \$0.00 | \$0.00 |
| pH Field | SM 4500-H+ B | 24 | 10 | | \$0.00 | \$0.00 |
| Receiving Water Collection | Fee | 8 | 10 | | \$95.00 | \$760.00 |
| Total Chlorine Residual Field | SM 4500-Cl G | 24 | 10 | | \$0.00 | \$0.00 |
| Weekday Collection | Fee | 24 | 10 | | \$0.00 | \$0.00 |
| General Chemistry | | | | | | |
| Alkalinity-2320 | SM 2320 B | 24 | 10 | | \$0.00 | \$0.00 |
| Conductivity-2510 | SM 2510 B | 24 | 10 | | \$0.00 | \$0.00 |
| Hardness T-2340 C | SM 2340 C | 24 | 10 | | \$0.00 | \$0.00 |
| NH3-N SEAL-350.1 | EPA 350.1 | 24 | 10 | | \$0.00 | \$0.00 |
| Salinity-2520 | SM 2520 B | 24 | 10 | | \$0.00 | \$0.00 |
| Misc | | | | | | |
| NELAP Admin Fee | Fee | 24 | 10 | | \$0.00 | \$0.00 |
| Bid Total: | | | | | | \$18,506.00 |



130 S. Trade Center Pkwy, Conroe, TX 77385
Tel: (936) 321-6060
Email: lab@nwdls.com
www. NWDLS.com

TCEQ T104704238-22-36

TCEQ-TOX T104704202-22-17

Analytical Services Quotation

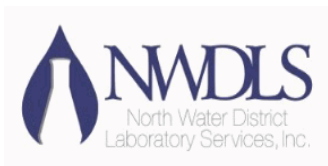
(Continued)

Printed: 02/14/2023

For: **City of Tomball**
Project: City of Tomball North & South Plants - Annual WET
Manager: Glen Williams

Bid ID: 20230214140026MM

Deena Higginbotham
Director of Client Services



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TCEQ-TOX T104704202-22-17

Analytical Services Quotation

(Continued)

Printed: 02/14/2023

For: **City of Tomball**
Project: City of Tomball North & South Plants - Annual WET
Manager: Glen Williams

Bid ID: 20230214140026MM

Price and Terms of Payment

Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing. Unless specifically agreed otherwise by NWDLS in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of One Hundred Dollars (\$100) and may carry interest at the rate of three percent (3%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

NWDLS has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from NWDLS. The customer undertakes to provide bank account details, as necessary.

NWDLS is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

Delivery Dates/Turnaround Times

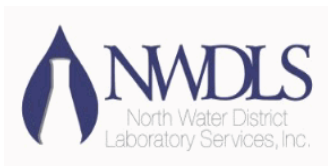
Delivery dates and turnaround times are estimates and do not constitute a commitment by NWDLS. Nevertheless, NWDLS shall make commercially reasonable efforts to meet its estimated deadlines.

Results are generally sent by email, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

Accepted By

Date

Receipt of samples by NWDLS constitutes acceptance of the above terms and conditions, not withstanding any provisions to the contrary in clients purchase order, unless an alternative agreement has been signed by us.



Analytical Services Quotation

Printed: 02/14/2023

For: **City of Tomball**
501 James Street
Tomball, TX 77375

Bid ID: 20230214140045MM

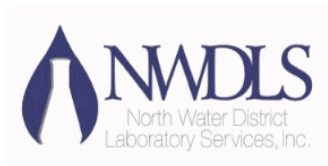
Effective: 10/28/2022
 Expires: 12/31/2022
 Status: Pending

Project: City of Tomball North & South Plants - Annual DW
 Manager: Glen Williams

Pricing Summary

| Analysis | Method | Qty | TAT (days) | Surcharge if any (%) | Discount Price | Extended Price |
|-------------------------------|----------------------|-----|------------|----------------------|-------------------|-------------------|
| Drinking Water | | | | | | |
| <i>[Group Analysis]</i> | | | | | | |
| LCR | varies | 30 | 10 | | \$60.00 | \$1,800.00 |
| Field | | | | | | |
| Pick Up | Fee | 1 | 10 | | \$0.00 | \$0.00 |
| Total Chlorine Residual Field | SM 4500-Cl G | 180 | 10 | | \$0.00 | \$0.00 |
| Microbiology | | | | | | |
| TC EC-9223 PA-18HR | SM 9223 B (Colilert) | 180 | 2 | | \$25.00 | \$4,500.00 |
| Misc | | | | | | |
| Lead Consumer Notice | Fee | 1 | 10 | | \$0.00 | \$0.00 |
| NELAP Admin Fee | Fee | 1 | 10 | | \$0.00 | \$0.00 |
| | | | | | Bid Total: | \$6,300.00 |

Deena Higginbotham
 Director of Client Services



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TCEQ T104704238-22-36

TCEQ-TOX T104704202-22-17

Analytical Services Quotation

(Continued)

Printed: 02/14/2023

For: **City of Tomball**
Project: City of Tomball North & South Plants - Annual DW
Manager: Glen Williams

Bid ID: 20230214140045MM

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