



WATER SAMPLING SERVICES CONTRACT GLO Contract No. 16-413-000-A037

THE GENERAL LAND OFFICE (the “GLO”) and ATC GROUP SERVICES LLC, Tax Identification Number 1460399408900 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for water sampling services (the “Contract”) pursuant to TEX. GOV’T CODE Chapters 2155-2262. This contract is funded through the U.S. Environmental Protection Agency (EPA) under the Beaches Environmental Assessment and Coastal Health Act of 2000 (BEACH Act, PL 106-284).

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means the statutes and regulations included in Title 2 and 40, Code of Federal Regulations; Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the authority to audit and inspect include: the relevant federal agency, the Comptroller General, the General Accounting Office, and the Office of Inspector General. In addition, state agencies and/or designees with the authority to audit and inspect include the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office, and the Texas Comptroller of Public Accounts.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Beach Watch Program](#)” means the water quality monitoring and notification program for Texas beaches administered by the GLO and funded in part by the EPA under the BEACH Act.

“[Beach Watch Work Plan](#)” means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment A**, attached hereto and incorporated herein for all purposes.

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference.

“Deliverables” means a unit or increment of work to include, any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects), in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment C**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Project” means the water sampling services described in **SECTION 1.03** of this Contract.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Provider” means **ATC GROUP SERVICES LLC**, selected to accomplish the Project under this Contract.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“QAPP” means the Quality Assurance Project Plan approved by the GLO and EPA, incorporated herein by reference for all purposes in its entirety, as if physically attached.

“[Solicitation](#)” means the GLO’s IFB-X0009490-SG, incorporated herein by reference for all purposes in its entirety, as if physically attached, including any addenda or attachments.

“[Solicitation Response](#)” means Provider’s full and complete response to the Solicitation, which response is attached hereto and incorporated herein for all purposes in its entirety, including any Attachments and addenda, as **Attachment D**.

“[State of Texas TexTravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontractor](#)” means an individual or business that signs a contract, or enters into an agreement with Provider, to perform part or all of the obligations of Provider under this Contract.

“[Work](#)” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract; and
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachment B; Attachment C; Signed QAPP; Attachment A; Attachment F; Solicitation; Solicitation Response.

1.03 PROJECT

Provider shall perform, or cause to be performed, collection and analysis of water samples from designated sampling stations in Brazoria County, Harris County and Matagorda County, Texas, for the GLO’s Beach Watch Program (the “Project”). The Project shall be performed in strict accordance with this Contract and all Attachments, including all terms and conditions set forth in the Solicitation, the Solicitation Response, the Beach Watch Work Plan, and the QAPP.

Provider shall download and read the QAPP and, by executing and returning the signature page thereof, attached hereto as **Attachment E**, agrees to complete the Project in strict accordance with the requirements, procedures, and guidelines set forth in the QAPP.

1.04 REPORTING REQUIREMENTS

Provider shall submit sampling results and all other data and information that may be required for the successful completion of the Project, in accordance with the requirements of this Contract, all Attachments, the QAPP, and the instructions in the Beach Watch Work Plan in **Attachment A**.

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II. TERM

2.01 DURATION

This Contract shall be effective as of September 1, 2016, and shall terminate on August 31, 2017. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties. Any extensions shall be from September 1 and end on August 31, always coinciding with the State's Fiscal Year.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease Work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider defaults on the Contract, the GLO reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated in an amount not to exceed **SIXTY-FOUR THOUSAND AND 00/100 DOLLARS (\$64,000.00)**, apportioned as **FORTY-FOUR THOUSAND SEVEN HUNDRED NINETEEN AND 92/100 DOLLARS (\$44,719.92)** for base samples submitted; and **NINETEEN THOUSAND TWO HUNDRED EIGHTY AND 08/100 DOLLARS (\$19,280.08)** for repeat sampling required, if any; and pre-approved travel, pre-approved supplies, and all other pre-approved expenses related to the performance of the Project.

Provider will be reimbursed **THIRTY-SIX AND 00/100 DOLLARS (\$36.00)** per base sample taken in Brazoria County and Matagorda County, and repeat samples will be reimbursed as follows: **FOUR HUNDRED FIFTY-SIX AND 72/100 DOLLARS (\$456.72)** for one repeat sample; **TWO HUNDRED THIRTY-THREE AND 94/100 (\$233.94)** for each two repeat samples; **ONE HUNDRED FIFTY-NINE AND 60/100 DOLLARS (\$159.60)** for each three repeat samples; **ONE HUNDRED TWENTY-TWO AND 52/100 DOLLARS (\$122.52)** for each four repeat samples; **ONE HUNDRED AND 22/100 DOLLARS (\$100.22)** for each five repeat samples; and **EIGHTY-FIVE AND 80/100 DOLLARS (\$85.80)** for each six or greater repeat samples.

Provider will be reimbursed **EIGHTY-FOUR AND 42/100 DOLLARS (\$84.42)** per base sample and **ONE HUNDRED FIFTY-SEVEN AND 62/100 DOLLARS (\$157.62)** for one repeat and **EIGHTY-FOUR AND 42/100 DOLLARS (\$84.42)** for each two repeat samples taken in Harris County.

Travel included in the scope of services must adhere to the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the scope of services. The limit for such reimbursements shall be the rates set forth in *TexTravel*. If a rate within the *TexTravel* limits is not available, Provider will use its best efforts to obtain the lowest available room rate. Provider must obtain prior approval from the Project Manager using the GLO Travel Office approved form.

Requests for payment must:

- (a) be submitted to vendorinvoices@glo.texas.gov, with a copy to the GLO Project Manager at craig.davis@glo.texas.gov;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 16-413-000-A037."**

¹ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed upon specific, written approval by the GLO, at rates determined by the GLO.

The Prompt Pay Act generally applies to payments to Provider. **The Prompt Pay Act does not apply, however, if Provider fails to properly send invoices to vendorinvoices@glo.texas.gov.** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all Work performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all Deliverables under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to complete Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 FEDERAL ASSURANCES AND CERTIFICATIONS

To the extent they apply, Provider certifies it has reviewed the Federal Assurances and Certifications in **Attachment B** and that Provider is in compliance with all the requirements contained therein. Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations, pertaining to this Contract.

4.03 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment C**, and that Provider is in compliance with all the requirements contained therein.

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V. FEDERAL AND STATE FUNDING

5.01 FEDERAL FUNDING

The Beach Watch Program administered by the GLO is funded in part by the EPA (CFDA No. 66.472, Beach Monitoring and Notification Program Development Grants) under the BEACH Act. The fulfillment of this Contract is based on these federal funds being available to the GLO. All expenditures under this Contract must be made in accordance with the terms and conditions of this Contract and all Attachments, and all applicable federal and state laws, rules, regulations, and requirements. Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract and all Attachments, whether incorporated physically or by reference. The discretionary right of the GLO to terminate for convenience under **SECTION 2.02** notwithstanding, Provider expressly understands and agrees that the GLO shall have the right to terminate the Contract and to recapture and be reimbursed for any payments (i) made by the GLO that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds Provider received under this Contract. Provider understands and agrees that it shall reimburse such disallowed costs from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

(a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership right, title, and interest in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including without limitation all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.

(b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute such documents, as required to perfect the rights granted to the GLO herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

(a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individual, a "Work," and collectively the "Works"), will be made the exclusive property of the GLO. Provider acknowledges that each Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work shall be and remain the sole and exclusive property of the GLO.

(b) If, for any reason, any Work or any portion of a Work is not a Work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation the entire and exclusive copyright in the Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.

(c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.03 THIRD-PARTY RELIANCE

To the extent allowed by law, the GLO shall not use, willingly allow, or cause Work to be used for any purpose other than performance of Provider's obligations under this Contract without advising any receiving party that it relies upon or uses the Work entirely at its own risk and without liability to Provider.

6.04 PUBLICATION

Reports, publications, presentations, and all other materials produced by Provider with funding provided in whole or in part under this Contract shall carry on the front cover or title page of such items, appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

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VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years, or as required by federal regulations applicable to the Project, if any. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning Work under this Contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to Texas Gov't Code Chapter 2261, Provider agrees this Contract, including Provider's response to the solicitation and/or proposal(s) submitted prior to this contract award, shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify GLO's General Counsel within twenty-four hours of receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment F** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

(a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.

(b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers’ compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys’ fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law.

Provider shall pay any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

8.05 INFRINGEMENT

(a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

(b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to Customer's specific instructions, or (iv) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

(c) If Provider becomes aware of an actual or potential claim, or the GLO provides Provider with notice of an actual or potential claim, Provider may (or in the case of an injunction against the GLO, shall), at Provider's sole option and expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii)

modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the Work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to perform services related to the Project.

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

In accordance with State law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other Party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Office of General Counsel

Provider

ATC Group Services LLC
3626 Westchase Drive
Houston, Texas 77042
Attention: Tim Craft

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.14 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.16 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other Party, this Contract shall be null and void.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.18 PREFERENCE FOR TEXAS PRODUCTS AND MATERIALS

If the Contract is for services, Provider, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this state.

8.19 SURVIVAL OF TERMS AND CONDITIONS

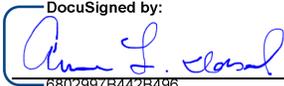
The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; federal and state funding; recapture; overpayment; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all necessary government licenses, authorizations, insurance, waivers, permits, and/or qualifications; indemnity; assignment and subcontracting; relationship of the parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 16-413-000-A037

GENERAL LAND OFFICE

ATC GROUP SERVICES LLC

DocuSigned by:

6802997B442B496...
Anne L. Idsal, Chief Clerk/
Deputy Land Commissioner

DocuSigned by:

5588364331901...
Name: Timothy Craft
Title: Project Manager

Date of execution: 8/17/2016

Date of execution: 8/17/2016

^{DS} DEV OGC ^{DS} AH
PM ^{DS} [Signature]
DD ^{DS} [Signature]
SDD ^{DS} [Signature]
DGC ^{DS} JG
GC ^{DS} [Signature]

ATTACHMENTS TO GLO CONTRACT NO. 16-413-000-A037:

- ATTACHMENT A – BEACH WATCH WORK PLAN**
- ATTACHMENT B – FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT C –GENERAL AFFIRMATIONS**
- ATTACHMENT D – PROVIDER’S SOLICITATION RESPONSE**
- ATTACHMENT E – PROJECT MANAGER’S SIGNATURE PAGE FOR QAPP**
- ATTACHMENT F – REQUIRED INSURANCE AND FORM**

INCORPORATED BY REFERENCE, AS IF PHYSICALLY ATTACHED:

SOLICITATION – GLO’S IFB-X0009490-SG

ATTACHMENTS FOLLOW

BEACH WATCH WORK PLAN
Brazoria County, Harris County, and Matagorda County
September 1, 2016 to August 31, 2017

Introduction

As the lead state agency charged with implementing the Beaches Environmental Assessment and Coastal Health Act of 2000 (BEACH Act), the Texas General Land Office (GLO) will contract with **ATC Group Services, LLC** (Provider) to collect and analyze water samples, notify the public of beach water quality and to recommend and/or issue, water quality advisories when warranted.

Beach Watch Coordinator

Craig Davis
Texas General Land Office
P. O. Box 12873
Austin, Texas 78711-2873
(512) 463-8126
craig.davis@glo.texas.gov

I. QUALITY ASSURANCE PROJECT PLAN

All monitoring data must be collected according to the EPA approved Quality Assurance Project Plan (QAPP). Provider must adhere to the QAPP. **The Project Manager is required to download and read the document and return the signature page (Appendix D on page 85 of the QAPP) to the GLO Beach Watch Coordinator.** If any conflicts arise between this work plan and the QAPP, the requirements of the QAPP shall take precedence. The QAPP can be downloaded at www.texasbeachwatch.com or accessed directly at <https://cgis.glo.texas.gov/Beachwatch/docs/QAPP2016-2017.pdf>.

II. SAMPLING STATIONS AND SCHEDULE

All samples shall be collected in accordance with the Procedures for Providers set forth below and in the QAPP.

Sampling Stations. The Provider shall collect water samples from fixed sampling stations, depicted on the maps and station lists in Appendix C of the QAPP for **Brazoria County, Harris County, and Matagorda County**. The Provider shall follow the attached Sampling Schedule (Exhibit 1 of this Work Plan) and shall conduct additional sampling as required in Section V of this Work Plan. Based upon the contract amount, approximately **684** samples in **Brazoria County**, **76** samples in **Harris County**, and **380** samples in **Matagorda County** shall be collected by **ATC Group Services, LLC** over **38** sampling weeks between **September 1, 2016 and August 31, 2017**.

Sampling Depth. The Texas Beach Watch Program will sample at a depth of approximately two feet (~2 ft.) or knee depth. The two-foot sampling depth will apply unless:

- The majority of recreational activity occurs at a depth significantly different than two feet. If this occurs samples may be collected at the location of greatest swimmer activity; or
- The two-foot sampling depth occurs more than 50 meters from shore. If the two-foot sampling depth occurs more than 50 meters from the shore, samples may be collected at 50 meters from shore or at the location of greatest swimmer activity. The distance shall be measured from the approximate water line at the time of sampling.

BEACH WATCH WORK PLAN
Brazoria County, Harris County, and Matagorda County
September 1, 2016 to August 31, 2017

Sampling Schedule. Exhibit 1 lists the weeks when sampling will be conducted. Tuesday is the preferred sample collection day. Monday and Wednesday are alternate sample collection days. This schedule allows time for re-sampling to occur, before the next regular sampling period, when elevated bacteria levels are detected. Depending on the number of beaches and stations, local contractors may require several days to collect samples. Collection may occur over a three-day period; however, prior approval from the Beach Watch Coordinator is required.

III. LABORATORY TESTING

The Provider will analyze water samples for Enterococci bacteria using Method 1600: Enterococci in Water by Membrane Filtration Using membrane-Enterococcus Indoxyl- β -D-Glucoside Agar (mEI) July 2006 (<http://www.epa.gov/waterscience/methods/method/biological/1600.pdf>) or the IDEXX Enterolert™ system. The local contractor or designated laboratory shall have a Quality Assurance/Quality Control (QA/QC) Plan. Plans approved by other entities (state/federal/commercial) and adopted by the Provider may be considered. Upon execution of this Contract, the Provider shall provide the GLO Beach Watch Coordinator with the name, address, phone and fax numbers, and point of contact (with e-mail) for the laboratory, if separate from the Provider.

IV. SAMPLING PROCEDURES

Equipment and Supplies. The following equipment and supplies will be necessary for the collection of water samples by the Provider:

- Insulated cooler for storage and transportation of the samples to the laboratory
- Thermometer
- Sample bottles – The bacteriological samples will be collected in polypropylene bottles at least 125 milliliters (ml) but no more than 1000 ml to allow for adequate sample mixing. Polypropylene bottles are recommended as they may be autoclaved and will keep sample costs down.
- Ice packs to keep samples cool
- Labels for sample bottles (Do not use paper or adhesive labels, as these will rub off.)
- Black indelible marker to label samples
- All paperwork including but not limited to Chain of Custody forms and Field Observation Forms (FOF) (Exhibit 2). The project manager may modify the FOF as long as all information is collected. Information collected on the FOF must be submitted electronically, once a month in a spreadsheet format supplied by the Beach Watch Coordinator.

Sample Collection Training. Trained individuals shall perform the collection of samples. A brief description of the training of the individuals must be provided to the Beach Watch Coordinator.

Sample Collection. One sample will be collected at each station. For every 10 stations sampled on any given day, a second sample must be collected at one of the stations as required by the QAPP. Samples shall be collected within arm's length of each other. Sample collection may be done side-by-side or concurrently. All water samples shall be collected as follows:

BEACH WATCH WORK PLAN
Brazoria County, Harris County, and Matagorda County
September 1, 2016 to August 31, 2017

Step-by-Step Procedures for Local Contractors. The following procedures for sampling are based upon text taken from Part II, Section A, of the EPA publication "*Microbiological Methods for Monitoring the Environment: Water and Wastes*" EPA-600/8-78-017, December 1978.

1. Identify the sampling site on a chain of custody tag, if required, or on the bottle label and on a field log sheet.
2. Remove the bottle covering and closure just before obtaining each sample and protect them from contamination. Be careful not to touch the inside of the bottle itself or the inside of the cover.
3. The first sample to be prepared is the trip blank (at least one per sampling day for routine sampling is recommended). Open the sampling bottle and fill it with 100 ml of sterile buffered dilution solution when collecting freshwater, estuarine, or marine water samples. Cap the bottle and place it in a cooler. The trip blank will be used to verify samples have been maintained at the correct temperature for transportation.
4. To collect the water samples, carefully move to the first sampling location. If wading in the water, try to avoid kicking up bottom material at the sampling station. The sampler should be positioned downstream of any water current to take the sample from the incoming flow. Samples shall be collected in approximately two feet of water.
5. Open a sampling bottle, grasp it at the base with one hand, and plunge the bottle mouth downward into the water to avoid introducing surface scum. Position the mouth of the bottle into the current away from the hand of the sampler. The sampling depth should be 15 to 30 centimeters (6 to 12 inches) below the water surface, depending on the depth from which the sample must be taken. Samples collected in less than the two foot standing depth will collect the sample at the 15-centimeter (six inch) sampling depth to avoid the collection of sedimentation. Allow time for sediment settling prior to collecting the sample. If the water body is static, an artificial current can be created by moving the bottle horizontally with the direction of the bottle pointed away from the sampler. Tip the bottle slightly upward to allow air to exit and the bottle to fill.
6. Remove the bottle from the water body.
7. Pour out a small portion of the sample to allow an air space of 2.5 centimeters (1 to 2 inches) above each sample for proper mixing of the sample before analysis. [NOTE: If the bottle contains any debris, contaminants, or excessive sediment/sand, a new bottle must be used. Do not discard the water sample and refill the bottle.]
8. Tightly close the stopper and label the bottle.
9. Enter specific details to identify the sample on a permanent label. Take care in transcribing sampling information to the label. The label should be clean, waterproof, non-smearing, and large enough for the necessary information. The label must be securely attached to the sample bottle but removable when necessary. Preprinting standard information on the label can save time in the field. The marking pen or other device must be non-smearing and maintain a permanent legible mark.
10. Complete a Field Observation Form for each beach to record the full details on sampling and other pertinent remarks, such as flooding, rain, or extreme temperature, that are relevant to interpretation of the results. This record also provides a back-up record of sample identification.
11. Place the samples in a suitable container and transport them to the laboratory as soon as possible. Adhering to sample preservation and holding time limits is critical to the production of valid data. Bacteriological samples should be iced or refrigerated at <10°C during transit to the laboratory. Use insulated containers such as plastic or Styrofoam coolers, if possible, to ensure

BEACH WATCH WORK PLAN
Brazoria County, Harris County, and Matagorda County
September 1, 2016 to August 31, 2017

proper maintenance of storage temperature. Take care to ensure sample bottles are not totally immersed in water during transit or storage. Process samples as soon as possible after collection. Do not hold samples longer than six hours between collection and initiation of analysis (US Environmental Protection Agency, 2000). Do not analyze samples that exceed holding time limits.

12. Collect water samples for analyses of other parameters in separate appropriate containers at the same time and perform analyses as specified in the particular methods.
13. After collecting samples from a station, wash hands and arms with alcohol wipes, a disinfectant lotion, or soap and water, and dry to reduce exposure to potentially harmful bacteria or other microorganisms.

Labeling the Samples. Each sample bottle shall be labeled with the following information:

- Date and time of sample collection
- Sampler's name
- Sample letters and station number as identified in Appendix C of the QAPP (identify the first sample with the letter "A" after the station number, the second sample with the letter "B" and so forth)

Delivery of Samples to the Laboratory. Upon completion of sample collection, the samples must be delivered to the designated laboratory for testing within 6 (six) hours of collection. During transport to the laboratory, all samples must remain in a cooler packed in ice. If necessary, additional ice packs may be added during the course of the sampling day.

Sampling Documentation. A FOF must be completed for each station. Multiple stations may be included on a single FOF if all the data is the same. A copy of a completed FOF must be provided to the designated laboratory (if different than the Provider). The Provider shall retain all FOFs. Data from the FOFs must be submitted electronically, once a month, in a spreadsheet format supplied by the Beach Watch Coordinator.

Other indicators to be noted on the FOF shall include:

- Dead fish, birds, or other animals on beach
- Submerged debris in water (old bulkheads, barges, posts etc.)
- Submerged debris on beach (old bulkheads, slabs, etc.)
- Glass and other debris
- Tar balls
- Longshore current (speed and direction)

V. PUBLIC NOTICE/ISSUING ADVISORIES

Determining Bacteria Levels. One sample will be collected at each station and will be used to determine when an advisory shall be recommended. Where two samples are collected at a station as required in the QAPP for QA/QC purposes, the average of the two samples shall be used.

Recommending/Issuing Advisories. If the average of the one (or two) samples exceeds the Single Sample Maximum Density value of 104 cfu/100ml, an advisory shall be recommended to the local

BEACH WATCH WORK PLAN
Brazoria County, Harris County, and Matagorda County
September 1, 2016 to August 31, 2017

government contact(s). Sampling shall continue daily until the values are back below the standard. This includes weekends and summer holidays.

Public Advisory. If the Provider is a local government, the local government will be responsible for issuing a public advisory and advisory signs must be posted. Failure to post the signs will result in immediate termination of the contract.

If the Provider is not a local government, the GLO will notify the local government. The Provider may post the advisories signs if authorized by the local government.

VI. DELIVERABLES

The Provider through the Beach Watch Program's data entry website (<https://s3.glo.texas.gov/beaches2009/login.cfm>) must submit sampling results. Data must be entered into the website within two hours of receiving the results. Only extenuating circumstances such as power outage or Internet connectivity problems will preclude this requirement. If extenuating circumstances occur that preclude entering the data within two hours, the Provider shall notify the Beach Watch Coordinator by any means possible.

EXHIBIT 1

Sampling Schedule

Sampling Schedule

September 1, 2016 through August 31, 2017

Sample Week	Sample	Event #	Sample Week	Sample	Event #
09/06/2016	Yes	1	03/07/2017	Yes	15
09/13/2016	Yes	2	03/14/2017	Yes Gulf Beaches Only	16
09/20/2016	Yes	3	03/21/2017	Yes	17
09/27/2016	Yes	4	03/28/2017	Yes Gulf Beaches Only	18
10/04/2016	Yes	5	04/04/2017	No	
10/11/2016	No		04/11/2017	Yes	19
10/18/2016	Yes	6	04/18/2017	No	
10/25/2016	No		04/25/2017	Yes	20
11/01/2016	Yes	7	05/02/2017	Yes	21
11/08/2016	No		05/09/2017	Yes	22
11/15/2016	Yes	8	05/16/2017	Yes	23
11/22/2016	No		05/23/2017	Yes	24
11/29/2016	Yes	9	05/30/2017	Yes	25
12/06/2016	No		06/06/2017	Yes	26
12/13/2016	Yes	10	06/13/2017	Yes	27
12/20/2016	No		06/20/2017	Yes	28
12/27/2016	No		06/27/2017	Yes	29
01/03/2017	No		07/04/2017	Yes	30
01/10/2017	Yes	11	07/11/2017	Yes	31
01/17/2017	No		07/18/2017	Yes	32
01/24/2017	Yes	12	07/25/2017	Yes	33
01/31/2017	No		08/01/2017	Yes	34
02/07/2017	Yes	13	08/08/2017	Yes	35
02/14/2017	No		08/15/2017	Yes	36
02/21/2017	Yes	14	08/22/2017	Yes	37
02/28/2017	No		08/29/2017	Yes	38

EXHIBIT 2

Field Observation Form

Field Observation Form

This form may be changed to suit the needs of the Project Manager as long as all relevant data is collected.

Date: _____ **Sampler's Name:** _____

Beach Name: _____ **Station Numbers:** _____

Time Samples Collected: Start: _____ Finish: _____

Time Samples Delivered to Lab: _____

SITE CONDITIONS

Wind: Calm Slight Breeze Moderate Breeze Windy Other _____

Weather: Clear Partly Cloudy Overcast Rainy Drizzle Fog

Wind Direction: N NE E SE S SW W NW

Air Temperature: _____ **Water Temperature:** _____

Rainfall: Weekly Accumulation _____ in. Last 24 hours: _____ in.

Tidal Stage: Flooding High Slack Ebbing Low Slack Other: _____

Water Surface: Calm Ripples Chop Swells Other: _____

Water Color: Medium Brown Dk. Brown Red-Brown Green-Brown Green Yellow-Brown Other: _____

Smell: Sewage Oily Fishy Rotten Egg None Other: _____

Beach Debris: Dead Fish # _____ Dead Crabs # _____ Algae _____
None Other: _____

Other: _____

General Comments: _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <small>DocuSigned by:</small>  <small>1539836B359E4DE...</small>	TITLE Project Manager
APPLICANT ORGANIZATION ATC Group Services LLC	DATE SUBMITTED 8/17/2016

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

ATC Group Services LLC

AWARD NUMBER AND/OR PROJECT NAME

GLO Contract No. 16-413-000-A037

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Timothy Craft

Project Manager

SIGNATURE

DocuSigned by:

Timothy Craft

DATE

8/17/2016

1539836B359E4DE...

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. In accordance with Texas Government Code Section 669.003 (relating to contracting with executive head of a state agency), by entering into the Contract, Provider either certifies that either: (1) it is not the executive head of the GLO, was not at any time during the past four years the executive head of the GLO, and does not employ a current or former executive head of a state agency; or (2) Provider and the GLO have complied with the requirements of the above referenced statute concerning board approval and notice to the Legislative Budget Board. Provider acknowledges that this Contract may be terminated at any time, and payments withheld, if this certification is false.
7. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
8. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will

cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

9. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. Under Section 2155.006(b) of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
11. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
12. Provider understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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IF NOT BIDDING
 DO NOT RETURN
 THIS FORM

Bidder agrees to comply
 with all terms and
 conditions of this IFB.

TEXAS GENERAL LAND OFFICE
 INVITATION FOR BIDS

BID OPENING:
 6/9/2016 @ 2:00 PM BID
 NO: IFB-X0009490-SG

AGENCY TO INVOICE		WHEN BIDDING	FAILURE TO SIGN WILL DISQUALIFY BID			
Texas General Land Office P.O. Box 12873 Austin, Texas 78711 Attn: Accounts Payable, Room 710		Each bid must be placed in a separate envelope with bid opening date and Bid Number annotated immediately below return address on SEALED BID ENVELOPE.	<u>Jim Craft</u> <u>6/2/16</u> Authorized Signature Date By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32 (68).			
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE		HAND DELIVER/OVERNIGHT	FAX NUMBER FOR BIDS & ADDENDA ONLY: (512) 463-1795 Call 512-463-5291 or 512-463-5309 for FAX confirmation			
Texas General Land Office Stephen F. Austin Building Room 710-E 1700 North Congress Avenue Austin, Texas 78701-1495		Texas General Land Office Stephen F. Austin Bldg. Room B-30 1700 North Congress Ave. Austin, Texas 78701-1495	IF BIDDING, RETURN SEALED BIDS TO: Texas General Land Office P.O. Box 12873 Stephen F. Austin Bldg., Room B-30 Austin, Texas 78711-2873			
DELIVERY IN _____ DAYS, CASH DISCOUNT _____% _____ DAYS		SEE INSTRUCTIONS 1.7 FOR VENDOR ID NUMBER				
CHECK BELOW TO CLAIM A PREFERENCE UNDER 34 TAC RULE 20.38		VENDOR ADDRESS AND IDENTIFICATION NUMBER				
In case of tie bids, one or more preferences described in 34 TAC Rule 20.38 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots. <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas bidder <input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran. <input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input checked="" type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel <input type="checkbox"/> Energy efficient products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value		Payee I.D.# _____ Company Name: <u>ATC Group Services LLC</u> Address: <u>3626 Westchase Drive</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77042</u> An identification number is required to process payment for goods/services purchased against contract awards. The federal Employers Identification Number (EIN) will be used to establish a payee ID Number.				
		Enter Federal Employer's Identification Number [4] [6] [0] [3] [9] [9] [4] 0 [8] Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: http://www.irs.gov/businesses/				
		Check here if you are a Sole Ownership or Partnership <input type="checkbox"/>				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1.	Class & Item 968-91 & 989-91 Invitation for Bids (IFB) for services of a commercial laboratory to collect and analyze beach water quality samples for the presence of Enterococcus bacteria collected at beaches in Brazoria, Harris and Matagorda counties as part of the Beach Watch Program for the General Land Office. Any bidder responding to this IFB shall meet or exceed the minimum specifications, terms, conditions, procedures, and requirements set forth in the IFB. NOTE: The total quantity will be approximately 684 samples in Brazoria County and 76 samples in Harris County and 380 samples in Matagorda County. The bidder is requested to bid a price for the minimum quantity specified. At a minimum, the collection of 1 sample at 16 locations and 1 duplicate samples at 2 of the 16 stations over 38 sampling events in Brazoria County. The collection of 1 sample at 2 locations over 38 sampling events in Harris County. The collection of 1 sample at 9 locations and a duplicate sample at 1 of the 9 stations over 38 sampling events in Matagorda County will be required.					

INVITATION FOR BIDS
 RETURN SEALED BIDS TO:
TEXAS GENERAL LAND OFFICE
 P.O. Box 12873, Austin, Texas 78711-2873

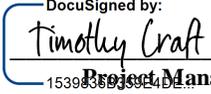
1700 N. Congress Ave., Stephen F. Austin Bldg., Room B-30, Austin, TX 78711-1495

Bid Opening: 6/9/2016 @ 2:00 PM
Bid No. ► IFB-X0009490-SG
Page 2 of 7

		VENDOR				
		Vendor I.D.#		Vendor Name		
				ATC Group Services LLC		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	<p>Class & Item 968-91 & 989-91</p> <p>Additionally, the bidder is requested to bid a unit price for each additional resample(s) to be collected and analyzed when the sample result is above the recommended criteria.</p> <p>There is a set budget for this project; the number of additional samples collected and analyzed will depend upon the cost bid by the bidder. The estimated quantity will be stipulated on the Purchase Order.</p> <p>Collect and analyze the minimum specified beach water quality samples in Brazoria County: \$ <u>36.00</u> x 1 sample at 16 locations plus 1 duplicate sample at 2 locations for a total of 18 weekly samples over 38 sampling events = \$ <u>24,624.00</u></p> <p>Collect and analyze the minimum specified beach water quality samples in Harris County: \$ <u>84.42</u> x 1 sample x 2 locations x 38 sampling events = \$ <u>6,415.92</u></p> <p>Collect and analyze the minimum specified beach water quality samples in Matagorda County: \$ <u>36.00</u> x 1 sample at 9 locations plus 1 duplicate sample at 1 location for a total of 10 weekly samples over 38 sampling events = \$ <u>13,680.00</u></p> <p>Price for each additional beach water quality sample collected and analyzed:</p> <p>Brazoria County: \$ <u>See Below</u> /each Harris County: \$ <u>See Below</u> /each Matagorda County: \$ <u>See Below</u> /each</p> <p>The bidder is requested to provide the name and phone number of a point-of-contact for the submitted bid response; however, the bidder is hereby advised that this point-of-contact will not be recognized as or accepted in lieu of the "Authorized Signature" requirement of this Invitation for Bids:</p> <p>Name: <u>Tim Craft</u> Phone #: <u>713-343-4482</u> Fax #: <u>713-977-1915</u> Email: tim.craft@atcassociates.com</p> <p>BRA/MAT \$456.72/ 1 sample; \$233.94/ 2 samples; \$159.60/ 3 samples; \$122.52/ 4 samples; \$100.22/ 5 samples; \$85.80 6 or more samples</p> <p>HAR \$157.62/ 1 sample; \$84.42 / 2 samples</p>	18x38	ea		\$36.00	\$24,624.00
		2x38	ea		\$84.42	\$6,415.92
		10x38	ea		\$36.00	\$13,680.00

PROJECT MANAGER SIGNATURE PAGE

By my signature below, I attest that I have read and understand the Quality Assurance Project Plan for **Brazoria, Harris, and Matagorda Counties, Texas.**

Signed:  _____
1539836916 Project Manager

Timothy Craft

Project Manager (Print Name)

Date of Execution: 8/17/2016

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REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

Attachment F
GLO Contract No. 16-413-000-A037
2 pages plus form and certificates

written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

The General Land Office must be named as an additional insured and the Certificate must reference GLO Contract No. 16-413-000-A037.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

