

AGREEMENT BETWEEN ALACHUA COUNTY AND EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC NO. 14748

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Eurofins Environment Testing Southeast LLC, a Foreign Limited Liability Company which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal (RFP) 26-96 seeking qualified firms or individuals to provide Annual Laboratory Analysis Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Laboratory Analysis Services, as more particularly described in the Scope of Services attached hereto as **Attachment “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues through September 30, 2027, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two additional two year term(s) at the same terms and conditions outlined herein.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting a final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Attachment “2”**.
5. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this

Agreement.

- B. Contractor will ensure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned tasks properly and satisfactorily. Contractor will perform the Services with the skill and care that would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, perform the Services again to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Authorization for Services.**

- A. Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders issued and executed by County and signed by Contractor. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders may be issued under this Agreement and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.
- B. In the event the County orders work under this Agreement to commence under the terms of this Agreement, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein.

7. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed \$100,000.00 (**\$ annually** (“NTE amount”). Projects may be executed up to the NTE amount on a “Fixed Fee Basis”, a “Time Basis” method, or a combination of these methods. In the event the performance of the Services requires a combination of both Time Basis and Fixed Fee Basis, a separate Work Order shall be completed for each type of compensation. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee Basis amount will include any reimbursable expenses. If a Work Order is issued under a Time Basis method, then Contractor shall be compensated in accordance with the rates contained in Attachment 1 and incorporated herein.

- B. The County may consider price adjustments, after the initial contract term of this Agreement during renewal, to accommodate changes in market conditions, inflation rates, and other economic factors over the duration of the contract. The annual price escalation percentage will be determined based on reliable economic indicators and industry trends and not exceed 3% annually. Such requests shall be addressed to Procurement no less than 90 days prior to renewal term. Bidders are required to provide clear information on how price adjustment request were provided to the County.
- C. Contractor must provide detailed supporting documentation with any Work Order.
- D. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocation, as provided and shall state the percentage of completion as to each allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Environmental Protection
14 NE 1st St,
Gainesville, FL 32601
gowen@alachuacounty.us

- E. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:
- Eurofins Environment Testing Southeast, LLC
 481 Newburyport Avenue
 Altamonte Springs, FL 32701
- F. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or

in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- G. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- H. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to ensure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Attachment "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Attachment "3-A"**.

9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either by phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notice or are made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

11. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

12. **Alachua County Minimum Wage.** If, as determined by County, the Services to be

performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Attachment “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.50 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.50 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

13. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager or designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager or designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination,

Contractor's recovery against County shall be limited to the amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager or designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

14. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED ATTACHMENTS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

15. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five

(5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Eurofins Environment Testing Southeast,
LLC
481 Newburyport Avenue
Altamonte Springs, FL 32701

To County:

Environmental Protection
14 NE 1st St,
Gainesville, FL 32601
gowen@alachuacounty.us
gowen@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

16. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such

assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and

obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Multiple Awards. The County may, at its sole discretion, enter into agreements with one or more vendors for similar or identical goods or services described herein. No vendor will have an exclusive right to provide any goods or services under this Agreement, unless expressly stated otherwise in writing. The County is not required to purchase any minimum quantity, nor is the County prohibited from obtaining comparable goods or services from other sources at any time.

U. Affidavit Of No Coercion. Pursuant to §787.06, Florida Statutes Section 787.06(13), Florida Statutes requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor will certify this understanding, obligation, through the completion and execution of the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Attachment “5”**.

V. Contracting With Entities Of Foreign Countries Of Concern Prohibited. Section 287.138, Florida Statutes, prohibits any governmental entity, from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and: the entity is owned by the government of a foreign country of concern; the government of a foreign country of concern has a controlling interest in the entity; or the entity is organized under the laws of or has its principal place of business in a foreign country of concern. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier. The Contractor will certify this understanding, obligation, through the completion and execution of the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Agreement as **Attachment “6”**.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Attachment 1: Scope of Services

1. General Requirements

- 1.1. The Contractor shall provide Annual Laboratory Analysis Services at locations throughout Alachua County
- 1.2. The Contractor shall provide the following services, including but not limited to:
 - 1.2.1. Analyses of environmental samples collected by the Alachua County Environmental Protection Department (ACEPD), including: (1) samples of wastewater (reclaimed water) from sewage treatment plants, (2) ambient surface water samples, (3) groundwater, and (4) special projects analyses.
 - 1.2.2. These four requirements are part of an ongoing program. All environmental monitoring projects are conducted on an as needed basis or as monetary funds are available for this program. The County will be conducting monitoring of wastewater treatment plant effluent (or influent), ambient surface waters, and ambient groundwater. Sampling frequency and the number of sites are subject to change at the County's discretion. Refer to Exhibits A-1A and A-1B for the parameter listings and A-2 for the projected monitoring quantities. Special projects may include, but are not limited to, laboratory services associated with petroleum contamination, landfill monitoring, site evaluations, Phase I & II evaluations, routine compliance monitoring, stormwater, illicit discharges to the stormwater system, and contamination assessment. Sample matrices for special projects may include, but are not limited to, air, soil, sediment, water, sludge, and biota.
 - 1.2.3. The Contractor and any subcontractor generating environmental data shall hold a primary or secondary National Environmental Laboratory Accreditation Program (NELAP) certification from the Department of Health (DOH) Environmental Laboratory Certification Program (ELCP). Such certification (renewed annually) shall be for the test method and the analyte(s) being measured. Laboratories shall ensure proficiency in the fields of accreditation (matrix/method/analyte) as per 64E-1 of the Florida Administrative Code (FAC).

2. Project Specifics

- 2.1. There are currently 16 wastewater treatment plants in Alachua County. Thirteen of the 16 plants will be inspected and effluent samples will be obtained quarterly over a two-day period. Three plants are inspected and may be monitored annually." should be changed to "There are currently 15 wastewater treatment plants in Alachua County. Twelve of the 15 plants will be inspected and effluent samples will be obtained quarterly over a two-day period. Three plants are inspected and may be monitored annually.

- 2.2. There are currently 21 surface water sampling stations in the Orange Creek Basin and 8 stations in the Santa Fe River Basin portion of Alachua County which are sampled quarterly over a five to six day period. There are three lake sites that may be monitored quarterly along with of surface water sampling or as a separate one-day period.
- 2.3. There are currently 14 groundwater wells sampled by Alachua County, most of the wells are located in the Santa Fe River Basin portion of Alachua County. Wells are now sampled semi-annually. Samples are typically obtained over a three to four-day period. ACEPD has two Hach 2100-Q Portable Turbidimeters and one Hach Pocket Colorimeter II chlorine meter. All meters will be brought (or shipped) to the laboratory quarterly to be calibrated following the requirements of DEP SOPs effective 4/16/2018.
- 2.4. The Contractor shall be required to provide laboratory analysis of samples in conjunction with wastewater, groundwater, and surface water monitoring. The special projects analysis will entail a vast range of analytes and matrices.

3. Service Specifications

- 3.1. Wastewater, Groundwater, and Surface Water Analyses: Contractor shall perform laboratory services for monitoring of wastewater treatment plant effluent, influent, groundwater, and ambient surface waters. Services will include, but not be limited to, furnishing sample containers, labels, preservatives, coolers, and chain-of-custody forms; performing analyses on wastewater effluent, influent, groundwater, and surface water samples; submitting analytical results with method QAQC data to ACEPD, and conducting all work in accordance with the Contractor's Florida DOH laboratory certification and/or NELAP compliant Quality Assurance Program.
- 3.2. All laboratory analyses for nitrogen species must be analyzed by the primary contracting laboratory, unless prior approval is given by ACEPD to subcontract these services. Total nitrogen must be calculated using nitrogen data analyzed by one laboratory (i.e. - TKN from a sub-contracted laboratory cannot be added to NO_x values from another laboratory to calculate TN). The reporting limit for un-ionized ammonia must be <0.02 mg/L.
All laboratory analyses for a given project must be performed by the same laboratory. Where multiple laboratory locations or subcontract laboratories are used they must remain the same throughout the project, unless prior approval is given by ACEPD. All reporting limits must meet or be less than State Water Quality Standards set forth in F.A.C. 62-302, 62-550, 62-777 and other applicable state rules and federal guidelines.
- 3.3. The Contractor shall follow and report, at a minimum, the quality control requirements specified by each method. Any QAQC issues or exceedances shall be explained as part

of the submitted results. If no quality control requirements are listed in the method, DEP requirements and guidelines shall be followed.

- 3.4. The Contractor shall prepare analytical results in a PDF and in an Excel file format and electronically submit to the ACEPD Project Manager or designee. Contractor must submit separate data for each facility or site for wastewater treatment plant monitoring. Submittals must include all of the information required in the attached Excel spreadsheet (Exhibit A-3). The reporting format is subject to change at ACEPD's discretion. Results for a given sampling event must be transmitted to the ACEPD within two weeks of receipt of the samples, unless an alternative schedule is agreed upon by ACEPD and the contractor. Submittal of preliminary E. coli and other microbiology analysis results is required within 2 business days of receipt of the samples.
- 3.5. All project shipping costs shall be the responsibility of the contractor. This includes shipping empty containers to the County and the return sample shipment to the laboratory for analyses. The proposed method(s) (e.g. courier, bus, overnight service, etc.) for shipment of empty sample containers and return sample shipment shall be provided.

4. Special Projects Analyses

- 4.1. Work consists of performing laboratory services for special projects. Projects may include, but are not limited to, laboratory services associated with petroleum contamination, landfill monitoring, site evaluations, routine compliance monitoring, and contamination assessment. Sample matrices for projects may include, but are not limited to, air, soil, sediment, water, sludge, and biota. Although sample collection will normally be performed by the County, we reserve the option of requesting the Contractor(s) to perform the sample collection if and when required.

5. Supplemental Information

- 5.1. Upon the County's request each Contractor shall submit detailed data and specifications on the various items of equipment and procedures to be used in performing the required services. This may include the make, model number and age of equipment, calibration records, raw data sheets, accuracy/precision data, and other pertinent information.

6. Unannounced Laboratory Visits

- 6.1. County will reserve the option to visit laboratory(s) at any time during selection of a Contractor to perform laboratory services, the initial contract period, and any renewal periods thereafter.

7. Contractor's Reporting Limit

- 7.1. The minimum limit reported by the Contractor in compliance with the Contractor's NELAP compliant Quality Assurance Program as set forth in the Florida Department of Environmental Protection (DEP) Quality Assurance (QA) Rule, Chapter 62-160, Florida

Administrative Code and DEP Standard Operating Procedures (SOPs) effective 4/16/2018.

8. Latest Revisions

- 8.1. Whenever reference is made to a code, specifications, manual, standard or other technical publication, it shall be understood that the latest revision will govern such reference.

Exhibit A-1A: ACEPD Analytical Price Sheet for Water Matrix

Exhibit A-1A: ACEPD Analytical Price Sheet for Water Matrix					
Group	Analyte	Water			
		Method	Unit Price	Alternative Method	Alternative Unit Price
General Analytes	Ammonia Nitrogen	EPA 350.1	12		
	BOD (5 Day)	SM 5210B	19		
	CBOD (5 Day)	SM 5210B	19		
	Bromide	EPA 300.0	9.5		
	Chloride	EPA 300.0	9.5		
	Chlorophyll-a (corrected)	SM 10200H	50		
	Chlorophyll-a (uncorrected)	SM 10200H	50		
	Chlorophyll-a-b-c	SM 10200H	50		
	Chlorophyll-b	SM 10200H	50		
	Chlorophyll-c	SM 10200H	50		
	COD	EPA 410.4	19		
	Color	EPA 110.2		SM 2120B	12
	Corrosivity (Langelier Index)	SM 2330	15		
	Cyanide	EPA 335.2		SM 4500-CN-E	20
	Fluoride	EPA 340.2		EPA 300.0	9.50
	Hardness	SM 2340 B	6		
	Nitrate	EPA 353.2		EPA 300.0/353.2	9
	Nitrite	EPA 354.1/300.0		EPA 300.0/353.2	9
	Nitrate plus Nitrite	EPA 353.2		EPA 300.0/353.2	9
	Oil and Grease	EPA 413.1		EPA 1664B	48
	Organic Nitrogen	EPA 351.2/350.1	30		
	Soluble Reactive Phosphate	EPA 365.2	16		
	pH (Lab)	EPA 150.1		SM 4500-H+B	10
	Pheophytin-a	SM 10200H	50		
	Silica	EPA 370.1		EPA 200.7/200.8	15
	Specific conductance (Lab)	EPA 120.1		SM 2510B	10
	Sulfate	EPA 300.0	9.5		
	Sulfide	EPA 376.1		SM 4500-S2-F	20
	Bicarbonate Alkalinity	SM 2320B	10		
	Total Alkalinity	SM 2320B	10		
Total Dissolved (filterable) Solids (TDS)	EPA 160.1		SM 2540C	14	
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	18			
Total Nitrogen	SM 4500-N C	27			
Total Organic Carbon (TOC)	SM 5310B		EPA 351.2/353.2	20	
Total Phosphorus	EPA 365.2		EPA 365.1/365.4	16	
Total Suspended Solids (TSS)	EPA 160.2		SM 2540D	14	
Total Volatile Solids (TVS)	EPA 160.4	14			
Turbidity	EPA 180.0		EPA 180.1	10	
Microbiology	Bacteria Species Identification	SM 9250/9260		Method 9250**	500**
	Fecal <i>Streptococcus</i> and/or <i>Enterococcus</i> group	EPA 1600		Enterolert/Quanti-Tray	18
	Fecal Coliform	SM 9222D		Collert-18 (Fecal Colif	18
	<i>E. coli</i>	SM9223 B/Quanti-Tray	18		
	<i>E. coli</i>	EPA 1603		SM9223 B/Quanti-Tray	18

Metals	Aluminum	EPA 200.7/200.8		EPA 200.7/200.8/6010	6
	Antimony	EPA 200.7		EPA 200.7/200.8/6010	6
	Arsenic	EPA 200.7		EPA 200.7/200.8/6010	6
	Barium	EPA 200.7		EPA 200.7/200.8/6010	6
	Beryllium	EPA 200.7		EPA 200.7/200.8/6010	6
	Boron	EPA 200.7		EPA 200.7/200.8/6010	6
	Cadmium	EPA 200.7		EPA 200.7/200.8/6010	6
	Calcium	EPA 200.7		EPA 200.7/200.8/6010	6
	Chromium (+6)	EPA 7196		SM 3500-CrB	27
	Chromium (total)	EPA 200.7		EPA 200.7/200.8/6010	6
	Cobalt	EPA 200.7		EPA 200.7/200.8/6010	6
	Copper	EPA 200.7		EPA 200.7/200.8/6010	6
	ICP Scan	EPA 200.7		EPA 200.7/6010D	150
	Iron	EPA 200.7		EPA 200.7/200.8/6010	6
	Lead	EPA 200.7		EPA 200.7/200.8/6010	6
	Magnesium	EPA 200.7		EPA 200.7/200.8/6010	6
	Manganese	EPA 200.7		EPA 200.7/200.8/6010	6
	Mercury	EPA 200.8		EPA 245.1/7470A	18
	Molybdenum	EPA 200.7		EPA 200.7/200.8/6010	6
	Nickel	EPA 200.7		EPA 200.7/200.8/6010	6
	Potassium	EPA 200.7		EPA 200.7/200.8/6010	6
	RCRA Metals (8)	EPA 6010 and 7471A		EPA 200.7/200.8/6010	60
	Selenium	EPA 200.7		EPA 200.7/200.8/6010	6
	Silver	EPA 200.7		EPA 200.7/200.8/6010	6
Sodium	EPA 200.7		EPA 200.7/200.8/6010	6	
Strontium	EPA 200.7		EPA 200.7/200.8/6010	6	
Thallium	EPA 200.7		EPA 200.7/200.8/6010	6	
Tin	EPA 200.7		EPA 200.7/200.8/6010	6	
Titanium	EPA 200.7		EPA 200.7/200.8/6010	6	
Vanadium	EPA 200.7		EPA 200.7/200.8/6010	6	
Zinc	EPA 200.7		EPA 200.7/200.8/6010	6	
Organics	Chlorinated Pesticides/PCBs	EPA 8081 / 8082	79		
	Dioxins and Furans (full list)	EPA 1613B	475		
	Dioxins and Furans (TCDD/TCDF only)	EPA 1613B	340		
	EDB	EPA 504.1	39		
	Glyphosate (Drinking Water)	EPA 547	65		
	Glyphosate	EPA 8321	150		
	Chlorinated Herbicides	EPA 8151		8321	90
	Priority Pollutant Semi-volatile Organic Compounds (SVOCs)	EPA 625 or 8270	115		
	Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB	EPA 625 or 8270	20		
	Nitrogen Phosphorus Pesticides	EPA 8141		8270	110
	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 8270 or 8310	69		
	Priority Pollutant Volatile Organic Compounds (VOCs)	EPA 624 or 8260	58		
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO	48		
	PFAS/PFOS	EPA 533	240		
	VOCs, with Acetone and Methyl ethyl ketone	EPA 8260	58		
Field Meter Calibration and Sampling	Hach 2100-Q Portable Turbidimeter	Not Applicable	30	Not Applicable	Not Applicable
	Hach Pocket Colorimeter II Chlorine Meter	Not Applicable	30	Not Applicable	Not Applicable
	Hourly field sampling rate for a crew of two persons	Not Applicable	130	Not Applicable	Not Applicable

**Modified Method 9250 is designed to only isolate and enumerate actinomycetes rather than provide detailed species-level identification. However, it focuses on detecting and characterizing this specific group of gram positive bacteria.

Exhibit A-1B: ACEPD Analytical Price Sheet for Sediments and Soils

Exhibit A-1B: ACEPD Analytical Price Sheet for Sediment/Soil Matrix						
Group	Analyte	Sediment/Soil				
		Method	Reporting Limit	Price	Alternative Method	Alternative Price
General Analytes	Grain Size	ASTM D-422	N/A	125	with Hydrometer	
	Bulk Density	Specify method	N/A		D5057	35
	Oil and Grease	FL-PRO	20mg/kg	48		
	Total, Fixed, and Volatile Solids	SM2540G	1%	30		
	Total Kjeldahl Nitrogen (TKN)	EPA 351.2-1993 R2.0	40 mg/kg	23		
	Nitrate-Nitrite (Required for TN)	EPA 353.2	0.4 mg/kg	14		
	Ammonia	EPA 350.1	0.2 mg/kg	20		
	Total Nitrogen	EPA/CE 3-201, 183	0.4 mg/kg		351.2/353.2	37
	Orthophosphate	EPA 9056	0.2mg/kg	30		
	Total Phosphorus	EPA/CE 3-213	10 mg/kg		EPA 365.4	20
	Total Organic Carbon (TOC)	Walkley Black	0.04%	75		
Metals	Aluminum	EPA 6010	10mg/kg		EPA 6010D/60	6
	Antimony	EPA 6010	8mg/kg		EPA 6010D/60	6
	Arsenic	EPA 6010	1mg/kg		EPA 6010D/60	6
	Barium	EPA 6010	1mg/kg		EPA 6010D/60	6
	Beryllium	EPA 6010	0.2mg/kg		EPA 6010D/60	6
	Boron	EPA 6010	2.5mg/kg		EPA 6010D/60	6
	Cadmium	EPA 6010	0.4mg/kg		EPA 6010D/60	6
	Calcium	EPA 6010	20mg/kg		EPA 6010D/60	6
	Chromium (+6)	EPA 7196	2.8mg/kg	32		
	Chromium (total)	EPA 6010	1.0mg/kg		EPA 6010D/60	6
	Cobalt	EPA 6010	0.5mg/kg		EPA 6010D/60	6
	Copper	EPA 6010	0.5mg/kg		EPA 6010D/60	6
	ICP Scan	EPA 6010	N/A		EPA 6010D	150
	Iron	EPA 6010	4.0mg/kg		EPA 6010D/60	6
	Lead	EPA 6010	2.0mg/kg		EPA 6010D/60	6
	Magnesium	EPA 6010	20mg/kg		EPA 6010D/60	6
	Manganese	EPA 6010	2.0mg/kg		EPA 6010D/60	6
	Mercury	EPA 6020 or 7471	0.04mg/kg		EPA 7471B	18
	Molybdenum	EPA 6010	1.0mg/kg		EPA 6010D/60	6
	Nickel	EPA 6010	0.5mg/kg		EPA 6010D/60	6
	Potassium	EPA 6010	20mg/kg		EPA 6010D/60	6
	RCRA Metals (8)	EPA 6010B and 7471A	N/A		EPA 6010D/60	60
	Selenium	EPA 6010	2mg/kg		EPA 6010D/60	6
	Silver	EPA 6010	0.5mg/kg		EPA 6010D/60	6
	Sodium	EPA 6010	200mg/kg		EPA 6010D/60	6
	Strontium	EPA 6010	2.5mg/kg		EPA 6010D/60	6
	Thallium	EPA 6010	2mg/kg		EPA 6010D/60	6
	Tin	EPA 6010	4.0mg/kg		EPA 6010D/60	6
	Titanium	EPA 6010	0.25mg/kg		EPA 6010D/60	6
	Vanadium	EPA 6010	0.5mg/kg		EPA 6010D/60	6
Zinc	EPA 6010	2.5mg/kg		EPA 6010D/60	6	
	Fecal coliform	SM9222D	N/A		SM 9221E	18

Exhibit A-1B: ACEPD Analytical Price Sheet for Sediment/Soil Matrix						
Group	Analyte	Sediment/Soil				
		Method	Reporting Limit	Price	Alternative Method	Alternative Price
Organics	Chlorinated Pesticides/PCBs	EPA 8081 / 8082	see attached	79		
	Dioxins and Furans (full list)	EPA 1613B	see attached	480		
	Total Volatile Solids (TVS)	SM 2540G	1%	12		
	Glyphosate	EPA 8321		150		
	Dioxins and Furans (TCDD/TCDF only)	EPA 1613B	see attached	360		
	Chlorinated Herbicides	EPA 8151	see attached		8321	90
	Priority Pollutant Semi-volatile Organic Compounds (SVOCs)	EPA 625 or 8270	see attached	115		
	Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB	EPA 625 or 8270	N/A	20		
	Organophosphorus Compounds	EPA 8141	see attached		8270	110
	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 8270 or 8310	see attached	69		
	Priority Pollutant Volatile Organic Compounds (VOCs)	EPA 624 or 8260	see attached	70	with media kit	
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO	see attached	48		
	VOCs, with Acetone and Methyllethyl ketone	EPA 8260	see attached	70	with media kit	

INSTRUCTIONS: Consultants should insert their unit prices for the listed parameters and methods that they would like included in their bid. If the consultant has alternative methods to the methods listed here, insert the method number in the "alternative method" column and the price in the "alternative price" column.

Exhibit A-2 - ACEPD Annual Projected Ambient Monitoring Laboratory Expenses

Exhibit A-2 - ACEPD Annual Projected Ambient Monitoring Laboratory Expenses

Laboratory		OCB		Lakes		SRB		Groundwater		Wastewater	
Parameter	Unit Price	Sites	Costs	Sites	Costs	Sites	Costs	Sites	Costs	Sites	Costs
Total Organic Carbon	\$ 20	21	\$ 420	3	\$ 60	8	\$ 160	21	\$ 420	0	\$ -
Ammonia Nitrogen	\$ 12	21	\$ 252	3	\$ 36	8	\$ 96	21	\$ 252	12	\$ 144
Nitrate Nitrogen	\$ 9	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 108
Nitrate plus Nitrite Nitrogen	\$ 9	21	\$ 189	3	\$ 27	8	\$ 72	21	\$ 189	0	\$ -
TKN (Total Kjeldahl Nitrogen)	\$ 18	21	\$ 378	3	\$ 54	8	\$ 144	21	\$ 378	12	\$ 216
Total Nitrogen (calculation)	\$ 27	21	\$ 567	3	\$ 81	8	\$ 216	21	\$ 567	0	\$ -
Soluble Reactive Phosphorus	\$ 16	21	\$ 336	3	\$ 48	8	\$ 128	0	\$ -	0	\$ -
Total Phosphorus	\$ 16	21	\$ 336	3	\$ 48	8	\$ 128	21	\$ 336	12	\$ 192
Chlorophyll a - corrected	\$ 50	0	\$ -	3	\$ 150	8	\$ 400	0	\$ -	0	\$ -
<i>E. Coli</i>	\$ 18	21	\$ 378	3	\$ 54	0	\$ -	0	\$ -	0	\$ -
Total Suspended Solids (TSS)	\$ 14	21	\$ 294	3	\$ 42	8	\$ 112	0	\$ -	0	\$ -
Total Dissolved Solids (TDS)	\$ 14	21	\$ 294	3	\$ 42	8	\$ 112	21	\$ 294	0	\$ -
Chloride	\$ 10	21	\$ 200	3	\$ 29	8	\$ 76	21	\$ 200	0	\$ -
Sulfate	\$ 10	21	\$ 200	3	\$ 29	8	\$ 76	21	\$ 200	0	\$ -
Total Alkalinity	\$ 10	21	\$ 210	3	\$ 30	8	\$ 80	21	\$ 210	0	\$ -
Bicarbonate Alkalinity	\$ 10	0	\$ -	0	\$ -	0	\$ -	21	\$ 210	0	\$ -
Potassium	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Hardness	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Calcium	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Magnesium	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Sodium	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Iron	\$ 6	21	\$ 126	3	\$ 18	8	\$ 48	21	\$ 126	0	\$ -
Fluoride	\$ 10	2	\$ 20	0	\$ -	0	\$ -	21	\$ 210	0	\$ -
Boron	\$ 6	2	\$ 12	0	\$ -	0	\$ -	21	\$ 126	0	\$ -
Subtotal (four quarters)			\$ 19,364		\$ 1,674		\$ 8,352		\$ 8,694		\$ 2,640
Total	#REF!										

INSTRUCTIONS- To calculate projected costs, consultants should insert their unit price for each analytical parameter listed in Column A (highlighted blue). No other column should be manipulated by the consultant. Sampling frequencies and site numbers are projected and are subject to change at ACEPD's discretion.

Attachment 2: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 147 AGREEMENT BETWEEN ALACHUA COUNTY AND EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)	[REDACTED]	[REDACTED]	[REDACTED]
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)	[REDACTED]	[REDACTED]	[REDACTED]
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full			

<i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date

Attachment 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the

certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of

County, 12 SE First Street, Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Attachment 3-A: Certificate of Insurance

Attachment 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: AGREEMENT BETWEEN ALACHUA COUNTY AND EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC NO. 14748

Contract or Bid/RFP #: 14748

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Eurofins Environment Testing Southeast, LLC
481 Newburyport Avenue
Altamonte Springs, FL 32701

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

Attachment 5: No Coercion Affidavit

**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, _____[insert full legal name of the person providing this affidavit], as _____[insert corporate title of the person providing this affidavit] of the Eurofins Environment Testing Southeast, LLC, having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the Eurofins Environment Testing Southeast, LLC.
3. I attest and affirm that Eurofins Environment Testing Southeast, LLC does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed

Attachment 6: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, _____ [insert full legal name of the person providing this affidavit], as _____ [insert corporate title of the person providing this affidavit] of the Eurofins Environment Testing Southeast, LLC having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of Eurofins Environment Testing Southeast, LLC.

3. I attest and affirm that the following is true and correct: _

a. Eurofins Environment Testing Southeast, LLC is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in Eurofins Environment Testing Southeast, LLC.

c. Eurofins Environment Testing Southeast, LLC is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

Name Printed

Date Signed