

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND ALS GROUP INC, RFP 20-96**

This Agreement is entered into this _____ day of _____, 20__ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and ALS Group, with a business address of 9143 Philips Highway, Suite 200 Jacksonville, FL 32256, hereinafter referred to as "Contractor". Collectively hereinafter, the County and Contractor are referred to as the "Parties"

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) #20-96 seeking Contractors to furnish Annual Laboratory Analysis Services, in Alachua County, Florida,; and

WHEREAS, after evaluating and considering all timely responses to RFP #20-96, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in RFP #20-96 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

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

1. **Term**. This Agreement is effective upon execution continuing through September 30, 2021 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.

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. Therefore, the continuation of this Agreement beyond the end of any 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.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties,

obligations, and responsibilities to the County as provided in **Exhibit “1.”**

3. Representations and Warranties. By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the services described.
- 3.2. The Contractor warrants all the Work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
- 3.3. The Contractor acknowledges that the County's review of the Work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.

4. Method of Payment. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

- 4.1. The Contractor shall be paid a sum not to exceed \$100,000, for the initial term of the Agreement.
- 4.2. Payments shall be rendered in accordance with the unit costs contained in **Exhibit “2”** or the written price quote for additional laboratory analytical services not contained in Exhibit 2 and submitted by the Contractor and approved by the County
- 4.3. As a condition precedent for any payment, the Contractor shall submit with the data transmittal, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. 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 consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Alachua County Environmental Protection

ATTN: Gregory Owen
Address 408 W. University Ave., Suite 106
Gainesville, FL 32601

4.4. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and shall be remitted to:

ALS Group
9143 Phillips Highway, Suite 200
Jacksonville, FL 32256

4.5. Except as otherwise authorized in Section 4 of this Agreement, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

5. Alachua County Minimum Wage:

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).
- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.4. The Contractor must provide certification, **Exhibit 3**, to the County that it pays each of its covered employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements

5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Contractor and Subcontractor

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit “4”**

7. **Personnel.**

7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following Parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Mandy Sullivan Mandy.sullivan@alsglobal.com 904-394-4406	Primary Project Manager
Candice Turner Candice.turner@alsglobal.com 904-739-2277	Alternate Project Manager

7.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The Director of Environmental Protection may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor’s and County’s representatives are:

County:

Director
Alachua County Environmental Protection Department
408 W. University Ave., Suite 106

Gainesville, FL 32601

Contractor:

Corporate Name: ALS Group
9143 Phillips Highway, Suite 200
Jacksonville, FL 32256
ATTN: Mandy Sullivan

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.		Procurement Division
Clerk of the Court		12 SE 1 st Street
12 SE 1 st Street	and	Gainesville, Florida 32601
Gainesville, FL 32602		Attn: Contracts/Grants
ATTN: Finance and Accounting		

9. Default and Termination.

- 9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven calendar days to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than 24 hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but 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 Work not performed.

10. Project Records.

10.1 General Provisions:

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Contractor (referred hereinafter in all of the "Project Records" section collectively as "Contractor"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3 Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

10.2 Confidential Information:

10.2.1 During the term of this Agreement or license, the Contractor may claim that some or all 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 Public Record Act. 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 information properly identified by the Contractor as "Confidential Information" or "CI."

10.2.2 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the 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 the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, 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 attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance: A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us, PHONE (352) 384-3132, ADDRESS 12 SE 1ST STREET, GAINESVILLE, FL 32601

11 Insurance. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "5"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "5-A"**

12 Permits. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

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

14 Indemnification.

14.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2 The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. 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.

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

18. Collusion. By signing this Agreement, the 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.

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

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

21. **Severability.** Paragraph 11 and 14 are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the County. If paragraph 11 or 14 is declared to be void by a court of law, then this entire Agreement is void. If any other provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.
26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.
28. **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 fax or 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.
29. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair

Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney's Office

CONTRACTOR

ATTEST (By Corporate Officer)

By: Elaine Najera

Print: Elaine Najera

Title: Legal mgr

By: Jim Klippel

Print: Jim Klippel

Title: VP/GM of Life Sciences

Date: 09/30/2019

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

EXHIBIT 1: SCOPE OF SERVICES

1. Project Overview

- 1.1. The Contractor shall provide 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. These four requirements are part of an ongoing program that, for purposes of this request for proposal (RFP), would require laboratory services to begin on or about October 1, 2019. All environmental monitoring projects are conducted on an as needed basis or as monetary funds are available for this program. ACEPD 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 ACEPD's discretion.
- 1.3. 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.
- 1.4. There are currently 16 wastewater treatment plants in Alachua County. Alachua County EPD currently selects 13 of the 16 plants for inspections and effluent sample collection over roughly a two-day period each quarter. The three additional plants are inspected annually and effluent samples may be collected. The number of plants monitored and the frequency of monitoring is subject to change at Alachua County EPD's discretion.
- 1.5. 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 two lake sites that may be monitored quarterly along with of surface water sampling or as a separate one-day period. Additionally, 18 other surface water sites are sampled for *Escherichia coli* (*E. coli*) bacteria on one day or split between two days each quarter as part of Hot Spots monitoring.
- 1.6. 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.
- 1.7. 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.

- 1.8. The primary function required is 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. We have no estimate of parameter coverage or sampling frequency due to the nature of the work.

2. Service Specifications

- 2.1. Wastewater, Groundwater, and Surface Water Analyses:
 - 2.1.1. 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.
- 2.2. All analyses for nitrogen species shall 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.
- 2.3. All analyses for a given project shall 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.
- 2.4. All reporting limits shall 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.
- 2.5. The Contractor shall follow and report the minimum quality control requirements specified by each method. Any QAQC issues or exceedances of the following limitations should be explained in the cover letter with the submitted results. If no quality control requirements are listed in the method, DEP requirements and guidelines shall be followed.
- 2.6. All microbiological analyses for *E. coli* or fecal coliform shall be conducted using membrane filter methodologies, unless otherwise approved by the Department.
- 2.7. 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.

- 2.8. Although sample collection will normally be performed by the ACEPD, in the event the ACEPD is unable to conduct sampling, the Contractor may be required to provide all or part of this service. This may include collection of wastewater effluent, influent, groundwater, and surface water, and determining field parameters such as total residual chlorine (for wastewater effluent) and pH, water temperature, dissolved oxygen, turbidity and specific conductance (for groundwater and surface water). Sample collection and handling will be conducted in accordance with DEP SOPs effective 4/16/2018.
- 2.9. All project shipping costs shall be the responsibility of the contractor. This includes shipping empty containers to ACEPD 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.

3. Special Projects Analyses

- 3.1. 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 ACEPD, we reserve the option of requesting the Contractor(s) to perform the sample collection if and when required.

4. Supplemental Information

- 4.1. Upon the County's request the 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.

5. Latest Revisions

- 5.1. 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.

6. Contractor's Reporting Limit

- 6.1. 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.

7. Unannounced Laboratory Visits

8. 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.

9. Subcontractors –

9.1. The majority of the work (greater than 75% based on the cost estimate) shall be performed by the Contractor.

EXHIBIT 2: Rate Schedule

Group	Analyte	Water Matrix			
		Method	Unit Price	Alternative Method	Alternative Unit Price
General Analytes	Ammonia Nitrogen	EPA 350.1	12		
	BOD (5 Day)	SM 5210B	20		
	CBOD (5 Day)	SM 5210B	20		
	Bromide	EPA 300.0	8		
	Chloride	EPA 300.0	8		
	Chlorophyll-a (corrected)	SM 10200H	30		
	Chlorophyll-a (uncorrected)	SM 10200H	30		
	Chlorophyll-a-b-c	SM 10200H	0		
	Chlorophyll-b	SM 10200H	0		
	Chlorophyll-c	SM 10200H	0		
	COD	EPA 410.4		SM5220D	20
	Color	EPA 110.2		SM2120B	10
	Corrosivity (Langelier Index)	SM 2330	10		
	Cyanide	EPA 335.2		SM4500-CN-E	18
	Fluoride	EPA 340.2		EPA 300.0	8
	Hardness	SM 2340 B	12		
	Nitrate	EPA 353.2		EPA 300.0	8
	Nitrite	EPA 354.1/300.0	8		
	Nitrate plus Nitrite	EPA 353.2	14		
	Oil and Grease	EPA 413.1		EPA 1664	35
	Organic Nitrogen	EPA 351.2/350.1	26		
	Soluble Reactive Phosphate	EPA 365.2		EPA Method 300.0	12
	pH (Lab)	EPA 150.1		SM4500-H+B	8
	Pheophytin-a	SM 10200H	0		
	Silica	EPA 370.1		SM 4500-SiO2	25
	Specific conductance (Lab)	EPA 120.1		SM2150B	6
	Sulfate	EPA 300.0	8		
	Sulfide	EPA 376.1		SM4500-S2-F	20
	Bicarbonate Alkalinity	SM 2320B	0		
	Total Alkalinity	SM 2320B	14		
	Total Dissolved (filterable) Solids (TDS)	EPA 160.1		SM2540C	8
	Total Kjeldahl Nitrogen (TKN)	EPA 351.2	14		
	Total Nitrogen	SM 4500-N C	0	Calculation	
	Total Organic Carbon (TOC)	SM 5310B	14		
Total Phosphorus	EPA 365.2		EPA 365.1	15	
Total Suspended Solids (TSS)	EPA 160.2		SM2540D	8	
Total Volatile Solids (TVS)	EPA 160.4		SM2540E	8	
Turbidity	EPA 180.0		SM2130B	8	

Microbiology	Bacteria Species Identification	SM 9250/9260	200*		
	Fecal Streptococcus and/or Enterococcus group (membrane filter)	EPA 1600	35		
	Fecal Coliform (membrane filter)	SM 9222D	30		
	E. coli (membrane filter)	EPA 1603	35		
Metals	Aluminum	EPA 200.7/200.8	7		
	Antimony	EPA 200.7	7		
	Arsenic	EPA 200.7	7		
	Barium	EPA 200.7	7		
	Beryllium	EPA 200.7	7		
	Boron	EPA 200.7	7		
	Cadmium	EPA 200.7	7		
	Calcium	EPA 200.7	7		
	Chromium (+6)	EPA 7196	25		
	Chromium (total)	EPA 200.7	7		
	Cobalt	EPA 200.7	7		
	Copper	EPA 200.7	7		
	ICP Scan	EPA 200.7	150		
	Iron	EPA 200.7	7		
	Lead	EPA 200.7	7		
	Magnesium	EPA 200.7	7		
	Manganese	EPA 200.7	7		
	Mercury	EPA 200.8		245.1	15
	Molybdenum	EPA 200.7	7		
	Nickel	EPA 200.7	7		
	Potassium	EPA 200.7	7		
	RCRA Metals (8)	EPA 6010 and 7471A	50		
	Selenium	EPA 200.7	7		
	Silver	EPA 200.7	7		
	Sodium	EPA 200.7	7		
	Strontium	EPA 200.7	7		
	Thallium	EPA 200.7	7		
	Tin	EPA 200.7	7		
	Titanium	EPA 200.7	7		
	Vanadium	EPA 200.7	7		
Zinc	EPA 200.7	7			

Organics	Chlorinated Pesticides/PCBs	EPA 8081 / 8082	75		
	Dioxins and Furans (full list)	EPA 1613B	600		
	Dioxins and Furans (TCDD/TCDF only)	EPA 1613B	395		
	EDB	EPA 504.1	30		
	Glyphosate (Drinking Water)	EPA 547	110		
	Glyphosate	EPA 8321	no bid		
	Chlorinated Herbicides	EPA 8151	175		
	Priority Pollutant Semi-volatile Organic Compounds (SVOCs)	EPA 625 or 8270	110		
	Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB	EPA 625 or 8270	50		
	Nitrogen Phosphorus Pesticides	EPA 8141	150		
	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 8270 or 8310		EPA 8270 SIM	60
	Priority Pollutant Volatile Organic Compounds (VOCs)	EPA 624 or 8260	59		
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO	45		
	VOCs, with Acetone and Methyl ethyl ketone	EPA 8260	59		
	SPLP (price per one extraction)	EPA 1312	35		
TCLP (price per one extraction)	EPA 1311	35			
Field Meter Calibration and Sampling	Hach 2100-Q Portable Turbidimeter	Not Applicable	39	Not Applicable	Not Applicable
	Hach Pocket Colorimeter II Chlorine Meter	Not Applicable	39	Not Applicable	Not Applicable
	Hourly field sampling rate for a crew of two persons	Not Applicable	110	Not Applicable	Not Applicable

Group	Analyte	Sediment/Soil Matrix				
		Method	Reporting Limit*	Price	Alternative Method	Alternative Price
General Analytes	Grain Size	ASTM D-422	Attach 3	45		
	Bulk Density	Specify method	Attach 3	100		
	Oil and Grease	FL-PRO	Attach 3	69		
	Total, Fixed, and Volatile Solids	SM2540G	Attach 3	45		
	Total Kjeldahl Nitrogen (TKN)	EPA 351.2-1993 R2.0	Attach 3	20		
	Nitrate-Nitrite (Required for TN)	EPA 353.2	Attach 3	14		
	Ammonia	EPA 350.1	Attach 3	15		
	Total Nitrogen	EPA/CE 3-201, 183	Attach 3	34	Calculation	
	Orthophosphate	EPA 9056	Attach 3		EPA 365.1 MOD	30
	Total Phosphorus	EPA/CE 3-213	Attach 3		EPA 365.1 MOD	30
	Total Organic Carbon (TOC)	Walkley Black	Attach 3		EPA 9060	40
Metals	Aluminum	EPA 6010	Attach 3	8		
	Antimony	EPA 6010	Attach 3	8		
	Arsenic	EPA 6010	Attach 3	8		
	Barium	EPA 6010	Attach 3	8		
	Beryllium	EPA 6010	Attach 3	8		
	Boron	EPA 6010	Attach 3	8		
	Cadmium	EPA 6010	Attach 3	8		
	Calcium	EPA 6010	Attach 3	8		
	Chromium (+6)	EPA 7196	Attach 3	35		
	Chromium (total)	EPA 6010	Attach 3	8		
	Cobalt	EPA 6010	Attach 3	8		
	Copper	EPA 6010	Attach 3	8		
	ICP Scan	EPA 6010	Attach 3	100		
	Iron	EPA 6010	Attach 3	8		
	Lead	EPA 6010	Attach 3	8		
	Magnesium	EPA 6010	Attach 3	8		
	Manganese	EPA 6010	Attach 3	8		
	Mercury	EPA 6020 or 7471	Attach 3	15		
	Molybdenum	EPA 6010	Attach 3	8		
	Nickel	EPA 6010	Attach 3	8		
	Potassium	EPA 6010	Attach 3	8		
	RCRA Metals (8)	EPA 6010B and 7471A	Attach 3	50		
	Selenium	EPA 6010	Attach 3	8		
Silver	EPA 6010	Attach 3	8			
Sodium	EPA 6010	Attach 3	8			

Strontium	EPA 6010	Attach 3	8		
Thallium	EPA 6010	Attach 3	8		
Tin	EPA 6010	Attach 3	8		
Titanium	EPA 6010	Attach 3	8		
Vanadium	EPA 6010	Attach 3	8		
Zinc	EPA 6010	Attach 3	8		

	Fecal coliform	SM9222D	Attach 3		1681	95
Organics	Chlorinated Pesticides/PCBs	EPA 8081 / 8082	Attach 3	75		
	Dioxins and Furans (full list)	EPA 1613B	Attach 3	600		
	Total Volatile Solids (TVS)	SM 2540G	Attach 3	25		
	Glyphosate	EPA 8321		no bid		
	Dioxins and Furans (TCDD/TCDF only)	EPA 1613B	Attach 3	395		
	Chlorinated Herbicides	EPA 8151	Attach 3	175		
	Priority Pollutant Semi-volatile Organic Compounds (SVOCs)	EPA 625 or 8270	Attach 3	110		
	Identification of Non-priority Pollutant Organics with GC/MS > 10 PPB	EPA 625 or 8270	Attach 3	110		
	Organophosphorus Compounds	EPA 8141	Attach 3	150		
	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 8270 or 8310	Attach 3		8270 SIM	69
	Priority Pollutant Volatile Organic Compounds (VOCs)	EPA 624 or 8260	Attach 3	50		
	Total Recoverable Petroleum Hydrocarbons (TRPH)	FL-PRO	Attach 3	45		
	VOCs, with Acetone and Methyl ethyl ketone	EPA 8260	Attach 3	50		

* Attachment 3 of the laboratory submittal.

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned 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 Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name: ALS Group USA, Corp
Address 9143 Philips Highway Ste 200
City/State/Zip Jacksonville, FL 32256
Phone Number 904-739-2277
Point of Contact Donna Jackson

Project Description: laboratory analytical services

CONTRACTOR

ATTEST (By Corporate Officer)

By: *Elaine Najera*
Print: Elaine Najera
Title: legal mgr

By: *Jim Klippel*
Print: Jim Klippel
Title: VP/GM of Life Sciences, US
Date: 09/30/2019

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 4: DUTIES OF THE COUNTY

ACEPD conducts monitoring of wastewater treatment plant effluent (or influent), ambient surface waters, and ambient groundwater:

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. Two plants are inspected and may be monitored annually.

There are currently 21 surface water sampling stations in the Orange Creek Basin and seven (8) stations in the Santa Fe River Basin portion of Alachua County which are sampled quarterly over a four-day period.

There may also be two lake sites that are monitored quarterly over a one-day period. Additionally, 18 other surface water sites are sampled for fecal coliform and E.coli bacteria on two days each quarter as part of Hot Spots monitoring.

There are approximately 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 sampled semi-annually. Samples are typically obtained over a one week period. 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 ACEPD, we reserve the option of requesting the Contractor(s) to perform the sample collection if and when required. ACEPD has two Hach 2100-P 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-SOP-001/01, 3/1/2014.

Sampling frequency and the number of sites are subject to change at ACEPD's discretion. 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.

EXHIBIT 5: INSURANCE REQUIREMENTS

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

I. 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.

I. 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.

II. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A 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.
- B 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.

III. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

IV. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 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; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 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’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor 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.

V. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 5-A: CERTIFICATE OF INSURANCE