

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022Term: 5 years

End Date: 04/18/2027

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 05 day of May, 2022 by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and Advanced Environmental Laboratories, Inc., hereinafter called CONTRACTOR:

WITNESSETH:

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

Article 1: Scope of Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL
LABORATORY SERVICES for
THE CITY OF JACKSONVILLE BEACH, FLORIDA,**

for a period of five (5) years from the effective date of this agreement.

All services shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach, Beaches Energy Services, and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to perform Marketing Services, of which the requirements and scope of services is detailed in:

**Attachment "A": RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND
ANALYTICAL LABORATORY SERVICES**

Article 2: CITY'S Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which services are to be performed.

Article 3: Terms of Agreement

This Agreement shall be effective from the date of, **April 18, 2022**. And will continue in effect through five (5) years ending on **April 18, 2027**.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment To Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

5.1 For Basic Services: CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES (Attachment "A"),

As set forth in the Contractor's Proposal Packet (Attachment "B") submitted by the Contractor in response to: RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES and associated PROPOSAL TENDER FORM.

5.2 For Additional Services: Notwithstanding the scope of work enumerated in

Attachment "A": RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

5.3 Invoices.

- A. Preparation of Invoices: Invoices will be prepared in accordance with CONTRACTOR'S standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.
- B. Payment of Invoices: Invoices are due and payable within 30 days of receipt.
- C. Disputed Invoices: In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 Payment Upon Termination: In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 Records of CONTRACTOR'S cost: Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

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End Date: 04/18/2027

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Attachment "A": RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR'S scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

Article 8: Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR'S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

CONTRACT AGREEMENT for Bid No. 05-2122

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Effective Date: 04/18/2022

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Article 11: Right To Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

13.1 Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.

13.2 Payment on Behalf of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY'S legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 Loss Control/Safety: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 Proof of Carriage of Insurance & Naming CITY as Additional Insured. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant or subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the cry.

13.5 Insurance Requirements. Basic Coverage's required: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$ 100,000 each accident, \$ 100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability. claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is required

Coverage C, medical payments is not required.

Amounts:	\$1,000,000	Bodily Injury:	each
	\$1,000,000	occurrence aggregate	
Property	\$1,000,000	Damage:each	occurrence
	\$1,000,000	aggregate	

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts: \$ 1,000,000 aggregate

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

D. Professional Liability is not required.

E. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability: \$1,000,000 each pollution event limit

\$1,000,000 aggregate policy limit

F. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

F. Claims Made Coverage No Gap

If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

G. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms, and endorsements.

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

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For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NQIE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination

The obligation to provide further services under this Agreement may be terminated:

14.1 For cause. By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 For convenience. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification

A: General Indemnity. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

B: Copyright and Intellectual Property Rights. At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and

(ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21 : Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

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End Date: 04/18/2027

21.1 Contract Agreement (pages I to 14, inclusive).

21.2 Attachment RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES in total.

21.3 Addendum numbers 1 through 3 inclusive to RFP No. 05-2122.

21.4 Attachment "B": Bid Proposal Packet submitted by Contractor in response to Attachment "A", RFP No. 05-2122 ENVIRONMENTAL SAMPLING AND ANALYTICAL LABORATORY SERVICES, including, but not limited to:

A. Contractor's PROPOSAL TENDER FORM

B. Contractor's DRUG-FREE WORKPLACE COIOLIANCE FORM

c. Contractor's NON-COLLUSION STATEMENT

21.5 Attachment "C": RFP No. 05-2122 Council Approved Memo

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Materials and Services

The professional fees for the CONTRACTOR's services are set forth on the "Fee Schedule" as contained in the CONTRACTOR's submitted proposal and made part hereof.

Article 24: General Terms

The Contractor shall hold harmless and defend the City, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the City, its officers, agents, or employees in the performance of its obligation to the City, other than claims arising from the intentional or negligent acts or omissions of the City, its officers, agents, or employees.

The Contractor without exception shall indemnify and hold harmless the City, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the City.

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

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The City is a government agency, therefore, the City is exempt from any sales tax. The City, however, agrees to reimburse the Contractor for any other taxes, duties, or other fees that the Contractor may be required to pay when performing services or producing material on behalf of the City.

It is agreed that all materials and information furnished to the Contractor by the City or to the City by the Contractor shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 25. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

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 CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 11

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET

JACKSONVILLE BEACH, FL 32250

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must 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 contract term and following completion of the contract if

The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the public records upon completion of the contract, The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

Term: 5 years

End Date: 04/18/2027

request from the CITY, in a format that is compatible with the CITY's information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701 (4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY's contract for services.

----- NOTHING ELSE FOLLOWS ON THIS PAGE -----

CONTRACT AGREEMENT for Bid No. 05-2122
City of Jacksonville Beach, Public Works Dept.
Effective Date: 04/18/2022

TITLE: Environmental Sampling and Analytical Laboratory Services
Term: 5 years End Date: 04/18/2027

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This agreement was made and entered into as of the last signature date shown below and has Effective Date of 04/18/2022 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: [Signature]
Christine Hoffman, Mayor

BY: [Signature]
Michael Staffopoulos, City Manager

ATTEST: [Signature]
Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

[Signature]

City Attorney

Date Signed: 05/10/2022

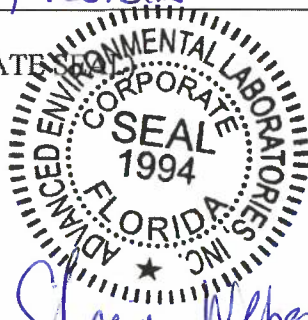
CONTRACTOR: Advanced Environmental Laboratories Inc.

BY: [Signature]

PRINTED NAME: CHARLES GED

TITLE: President

(CORPORATE SEAL)



ATTEST: [Signature]

Date Signed: 5.6.2022

PRINTED NAME: Stacie Weber

CONTRACT AGREEMENT for Bid No. 05-2122

TITLE: Environmental Sampling and Analytical Laboratory Services

City of Jacksonville Beach, Public Works Dept.

Effective Date: 04/18/2022

Term: 5 years

End Date: 04/18/2027

AGENT FOR SERVICE OF PROCESS

CITY:

CONTRACTOR:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Advanced Environmental Laboratories Inc.

Public Works Dept.

ATTN: Charles M. GED

1460A Stetter Avenue

6681 Southpoint Parkway

Jacksonville Beach, Florida 32250

Jacksonville, FL 332216

Designated Representative (Article 9):

Designated Representative (Article 9):

Name: Dennis Barron

Name: _____

Title: Public Works Director

Title: _____

Phone Number: 904-247-6219

Phone Number: _____



Tab **5— Pricing**



FORM 1 - UNIT PRICE TENDER FORM (Page 1 of 9)

FIRM: Advanced Environmental Laboratories, Inc.

PROPOSAL DATE: 3/9/2022

(PLEASE ENSURE LAST PAGE IS SIGNED BY FIRM'S AUTHORIZING AGENT.)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 1 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>POL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Enterococci</i>	EPA Method 1106.1 and 1600 ASTM D6503	1/100ml MPN	1/100ml MPN	(5) samples non-consecutive Days/month	60	\$45.00	\$2,700.00	Yes / <input checked="" type="radio"/> No
CBOD (5 day)	SM 5210.B	0.2 mg/L	1.0 mg/L	Weekly (3)	156	\$18.00	\$2,808.00	Yes / <input checked="" type="radio"/> No
Total Suspended Solids	160.2	4.0 mg/L	4.0 mg/L	5 days/week	469	\$10.00	\$4,690.00	Yes / <input checked="" type="radio"/> No
Fecal Coliform	SM 9222D	1 (no/100 mL)	1 (no/100 mL)	5 days/week	417	\$15.00	\$6,255.00	Yes / <input checked="" type="radio"/> No
Total Recoverable Copper	200.8	1.0 ug/L	5.0 ug/L	Monthly	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
Total Recoverable Mercury	245.2 or 245.1	0.2 ug/L	0.5 ug/L	Quarterly (1)	4	\$20.00	\$80.00	Yes / <input checked="" type="radio"/> No
Total Recoverable Nickel	200.8	1.0 ug/L	5.0 ug/L	Quarterly (1)	4	\$11.00	\$44.00	Yes / <input checked="" type="radio"/> No
Total Ammonia, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes / <input checked="" type="radio"/> No
Total Organic Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$0.00	\$0.00	Yes / <input checked="" type="radio"/> No
Total Kjeldahl Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes / <input checked="" type="radio"/> No
Nitrate plus Nitrite as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$16.00	\$128.00	Yes / <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 2 of 9)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 2 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> <i>(Circle Yes or No)</i>
Total Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$0.00	\$0.00	Yes / <input checked="" type="radio"/> No
Total Phosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$18.00	\$144.00	Yes / <input checked="" type="radio"/> No
Orthophosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8	\$17.00	\$136.00	Yes / <input checked="" type="radio"/> No
Total Cyanide as CN	EPA 335.4	4 ug/L	10 ug/L	Monthly (2)	24	\$35.00	\$840.00	Yes / <input checked="" type="radio"/> No
<i>Treated Sludge – Toxicity Characteristic Leaching Procedure (TCLP)</i>	SW-846	varied	varied	Annual (1)	1	\$600.00	\$600.00	Yes / <input checked="" type="radio"/> No
<i>Arsenic</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Barium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Cadmium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Chromium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Lead</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Mercury</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$20.00	\$20.00	Yes / <input checked="" type="radio"/> No
<i>Selenium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Silver</i>	6010	Per Note 7	Per Note 7	Annual (1)	1	\$11.00	\$11.00	Yes / <input checked="" type="radio"/> No
<i>Giardia</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2	\$385.00	\$770.00	<input checked="" type="radio"/> Yes / No

FORM 1 - UNIT PRICE TENDER FORM (Page 3 of 9)

ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division (Sheet 3 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cryptosporidium</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2	\$385.00	\$770.00	Yes / No
PRIMARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1	\$945.00	\$945.00	Yes / No
SECONDARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1	\$138.00	\$138.00	Yes / No
QUARTERLY GROUNDWATER Water level relative to NGVD, Nitrite plus Nitrate, Total as N, TDS, Chloride as Cl, Fecal Coliform, pH, Total Sulfate	Per Note 4	Per Note 6	Per Note 6	Quarterly (1)	4	\$85.00	\$340.00	Yes / No
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Wastewater Analysis Matrix)							\$21,927.00	Total # "Yes" for Sub-Contractor: 2

FORM 1 - UNIT PRICE TENDER FORM (Page 4 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 1 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cadmium</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Lead</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>TKN Nitrogen Kjeldahl total</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
<i>Total Coli Forms</i>	Per Note 6	Per Note 6	Per Note 6	Annual (44)	44	\$12.00	\$528.00	Yes / <input checked="" type="radio"/> No
<i>Fecal Coli Form</i>	Per Note 6	Per Note 6	Per Note 6	Annual (12)	12	\$15.00	\$180.00	Yes / <input checked="" type="radio"/> No
<i>Particle Size</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$0.00	\$0.00	Yes / <input checked="" type="radio"/> No
<i>Aluminum</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Zinc</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Turbidity</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$9.00	\$288.00	Yes / <input checked="" type="radio"/> No
<i>Copper</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14	\$11.00	\$154.00	Yes / <input checked="" type="radio"/> No
<i>Biochemical Oxygen Demand</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
<i>Chemical Oxygen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$12.00	\$336.00	Yes / <input checked="" type="radio"/> No
<i>Total Suspended Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$10.00	\$280.00	Yes / <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 5 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 2 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
Total Dissolved Solids	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$10.00	\$280.00	Yes / <input checked="" type="radio"/> No
Dissolved Solids	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$10.00	\$320.00	Yes / <input checked="" type="radio"/> No
Total Solids	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32	\$10.00	\$320.00	Yes / <input checked="" type="radio"/> No
Total Recoverable Metals	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$20.00	\$560.00	Yes / <input checked="" type="radio"/> No
Orthophosphorus	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$17.00	\$476.00	Yes / <input checked="" type="radio"/> No
Phosphorus	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$18.00	\$504.00	Yes / <input checked="" type="radio"/> No
Nitrate/Nitrite	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$17.00	\$476.00	Yes / <input checked="" type="radio"/> No
Total Nitrogen	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$0.00-	\$0.00	Yes / <input checked="" type="radio"/> No
Oil & Grease	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28	\$45.00	\$1,260.00	Yes / <input checked="" type="radio"/> No
Total Phenols	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$44.00		Yes / <input checked="" type="radio"/> No
Methylene Blue Active Substances	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$35.00		Yes / <input checked="" type="radio"/> No
Ammonia	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$15.00		Yes / <input checked="" type="radio"/> No
Salinity	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$13.00		Yes / <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 6 of 9)

ITEM B: Stormwater Analysis Matrix for Stormwater Division (Sheet 3 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Total Hardness</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$16.00		Yes / <input checked="" type="radio"/> No
<i>Total Chromium</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$11.00		Yes / <input checked="" type="radio"/> No
<i>Iron</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$11.00		Yes / <input checked="" type="radio"/> No
<i>Total phosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A	\$18.00		Yes / <input checked="" type="radio"/> No
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Stormwater Analysis Matrix)							\$7,586.00	Total # "Yes" for Sub-Contractor: 0

FORM 1 - UNIT PRICE TENDER FORM (Page 7 of 9)

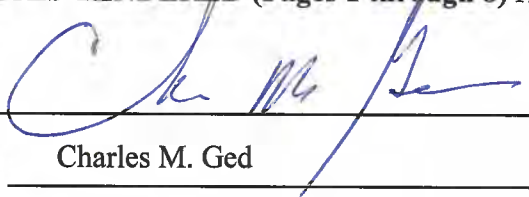
ITEM C: Drinking Water Analysis Matrix for Water Plant Division (Sheet 1 of 2)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Inorganic Compounds 62-550 Table I, including nitrate & nitrite</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1) once every 3 years	2 (during year of analysis)	\$190.00	\$380.00	Yes <input checked="" type="radio"/> No
NITRATE & NITRITE <i>RULES 62-550.500(5) & 62-550.512</i>				Annual (1)	2	\$17.00	\$34.00	Yes <input checked="" type="radio"/> No
<i>Total Trihalomethanes</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (20)	80	\$40.00	\$3,200.00	Yes <input checked="" type="radio"/> No
<i>Haloacetic Acids (HAA5)</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (5)	20	\$85.00	\$1,700.00	Yes <input checked="" type="radio"/> No
<i>Volatile Organic Compounds 62-550 Table 4</i>	Per Note 5	Per Note 5	Per Note 5	Tri-Annual, every 3 years	2	\$80.00	\$160.00	Yes <input checked="" type="radio"/> No
<i>Synthetic Organic Compounds 62-550 Table 5</i>	Per Note 5	Per Note 5	Per Note 5	2 Quarterly samples every 3 years	2 (during year of analysis)	\$600.00	\$1,200.00	Yes <input checked="" type="radio"/> No
<i>Secondary Drinking Water Standards 62-550 Table 6</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years	4 (spread over 3 years)	\$138.00	\$552.00	Yes <input checked="" type="radio"/> No
<i>Total Coliform</i>	Per Note 5	Per Note 5	Per Note 5	Monthly (44)	480	\$12.00	\$5,760.00	Yes <input checked="" type="radio"/> No

FORM 1 - UNIT PRICE TENDER FORM (Page 8 of 9)

ITEM C: Drinking Water Analysis Matrix for Water Plant Division (Sheet 2 of 2)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses (A)</u>	<u>UNIT PRICE TENDERED (per Analysis) (B)</u>	<u>Estimated ANNUAL TOTAL COST (TC) = (A)X(B)</u>	<u>Analysis Performed by Sub-Contractor? (Circle Yes or No)</u>
Radiomucclides	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2023	16 (during year of analysis)	\$200.00	\$3,200.00	Yes/No
ASBESTOS <i>RULE 62-550.511</i>				Every 9 years Due 2029	7 (during year of analysis)	\$220.00	\$1,540.00	Yes/No
Copper	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)	\$11.00	\$1,100.00	Yes/No
Lead	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)	\$11.00	\$1,100.00	Yes/No
Combined Estimated ANNUAL TOTAL COST: (of all Analyses for Drinking Water Analysis Matrix)							\$19,926.00	Total # "Yes" for Sub-Contractor: 2

ABOVE UNIT PRICES TENDERED (Pages 1 through 8) AUTHORIZED BY:

SIGNATURE: 
 PRINTED NAME: Charles M. Ged
 POSITION IN FIRM: President

DATE: 3/4/2026
 FIRM'S NAME: Advanced Environmental Laboratories, Inc.