

**AGREEMENT FOR GOODS AND SERVICES
(Laboratory Sampling & Analysis Services)**

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made on _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Advanced Environmental Laboratories, Inc.**, a Florida corporation with its office located at 6681 Southpoint Parkway, Jacksonville, FL 32216. (“CONTRACTOR”)

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid IFB#24-117 for the procurement of Laboratory Sampling & Analysis Services on an as needed basis (“IFB”); and

WHEREAS, CONTRACTOR submitted a bid to provide Laboratory Sampling & Analysis Services as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid (with the CONTRACTOR's Bid pricing attached hereto as **Exhibit “A”**) in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall be for three (3) years from the date approved by the CITY. This Agreement may be renewed for two (2) additional one (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal term(s) may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes Laboratory Sampling & Analysis Services to Lake Worth Beach Water treatment plant on an as needed basis as more specifically set forth in the IFB's Scope of Work, which is attached hereto as **Exhibit “B”**. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for actual services provided and accepted by the CITY at the price identified in CONTRACTOR'S Bid prices, which are attached as **Exhibit "A"**. The CONTRACTOR'S Bid prices shall remain firm for the first three (3) years of this Agreement.

4.2 Should the CITY require additional Laboratory Sampling & Analysis Services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the Scope of Work (including each order of Laboratory Sampling & Analysis Services) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a City Purchase Order specifically for the stated services. CONTRACTOR shall provide the amount of requested services and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of services or services beyond September 30th of

each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the services and services in any subsequent Fiscal Year. If the budget is approved for said services, the City will issue a new Purchase Order(s) each Fiscal Year for required and approved services.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total not to exceed cost to complete the Scope of Work in accordance with the IFB and this Agreement is **Forty-Five Thousand Dollars (\$45,000) per fiscal year**, and no additional costs shall be authorized without prior written approval from the CITY.

6. INVOICE

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned

automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

12.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage), costs, and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or as a result of the acts, omissions, or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes in performance of the Scope of Work or other services under this Agreement.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"**, the Contractor's bid prices; **Exhibit "B"**, the IFB's Scope of Work, and the remainder of the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the **Exhibit "B"** and the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

18.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be exclusively in Palm Beach County, Florida.

19.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in all respects under this Agreement.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or

on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
City Manager/Financial Department/Procurement Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Advanced Environmental Laboratories, Inc.
Attn: Charles Ged, President
6681 Southpoint Parkway
Jacksonville, FL 32216

22. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost

profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

28.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, 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 public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

36. SAFETY: ACCIDENT PREVENTION.

36.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

36.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

36.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

37.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

39.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

39.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes.

39.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request.

39.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes.

39.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

39.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

41. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)

By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Services (Laboratory Sampling & Analysis Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: ADVANCED ENVIRONMENTAL LABORATORIES, INC.



By: _____
Print Name: CHARLES GED
Title: PRESIDENT

STATE OF Florida)
COUNTY OF Duval)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 18 day of NOVEMBER 2024, by CHARLES GED, as the PRESIDENT [title] of **Advanced Environmental Laboratories, Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Advanced Environmental Laboratories, Inc.** to the same.

Marisa French
Notary Public Signature

Notary Seal:
My Commission expires: _____

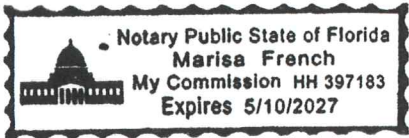


Exhibit "A"
(Contractor's Bid Prices – 4 Pages)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit price(s) for the services set forth in the Specifications. **Price(s) shall include all services required to complete all requirements as specified in this solicitation.**

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
LAKE WORTH WATER TREATMENT PLANT					
1A	Palm Beach County - HPC's	416	sample	30.00	12,480.00
Monthly testing of heterotrophic plate count every two (2) weeks. One of the weeks seven (7) sources one (1) samples at each source and the other week nine (9) sources one sample at each source; @ 35°C sample to be collected by water plant personnel. Samples to be picked up by lab.					
2A	Trihalomethanes THM's	4	sample	35.00	140.00
Annual testing of four (4) finished water samples in the distribution system to be collected by water plant personnel. Samples to be picked up by lab.					
3A	Haloacetic Acids HAA5's	4	sample	50.00	200.00
Annual testing of four (4) finished water samples in the distribution system to be collected by water plant personnel. Samples to be picked up by lab.					
4A	Nitrate & Nitrite	1	sample	15.00	15.00
Annual testing of one (1) finished water sample at point of entry to be collected by water plant personnel during the first quarter of the calendar year.					
5A	Lake Worth Annual Testing (Table 1)	1	sample	157.00	157.00
Annual testing of one (1) finished point of entry sample to be collected by the contracted lab personnel in March for parameters on Table I.					
6A	Lake Worth Beach Annual Concentrate Testing (Table III)	1	sample	925.00	925.00
Annual testing of one (1) Class1 Injection Well sample to be collected by the contracted lab personnel in March for parameters on Table III.					
7A	Palm Beach County ECR II (Table II)	30	sample	94.00	2,820.00
Semi-Annual testing of fifteen (15) raw water wells for parameters in Table II to be collected by water plant personnel. Samples to be picked up by lab personnel in April and October.					
8A	Palm Beach County ERM - Wellfield Permit Requirements	6	sample	45.00	270.00
Semi-Annual testing of three (3) potable wells for FL-PRO to be collected by the contracted lab personnel.					
9A	Palm Beach County ERM - Wellfield Permit Requirements	6	sample	100.00	600.00
Semi-Annual testing of three (3) potable wells for EPA test method 8270 by SIM to be collected by contracted lab personnel in April and October in coordination with ITEM #7A.					
10A	Palm Beach County ERM - Wellfield Permit Requirements	6	sample	120.00	720.00
Semi-Annual testing of three (3) potable wells for EPA test method 8015B to be collected by the contracted lab personnel in April and October in coordination with ITEM #7A.					

11A	Palm Beach County ERM – Well field Permit Requirements	2	sample	50.00	100.00
Semi-Annual testing of one (1) potable well for EPA test method 8260B to be collected in February and August in coordination with ITEM #12A.					
12A	Palm Beach County ERM – Well field Permit Requirements	4	sample	45.00	180.00
Semi-Annual testing of two (2) groundwater monitoring wells for FL-PRO, to be collected by the contracted lab personnel in April and October in coordination with ITEM #7A.					
13A	Palm Beach County ERM – Well field Permit Requirements	4	sample	100.00	400.00
Semi-Annual testing of two (2) groundwater monitoring wells for EPA test method 8270 by SIM to be collected by the contracted lab personnel in April and October in coordination with ITEM #7A.					
14A	Palm Beach County ERM – Well field Permit Requirements	4	sample	80.00	320.00
Semi-Annual testing of two (2) groundwater monitoring wells for EPA test method 8015B to be collected by the contracted lab personnel in April and October in coordination with ITEM #7A.					
15A	VOC's	1	sample	60.00	60.00
Annual testing of one (1) finished water sample at point of entry to be collected by the contracted lab personnel in March with ITEM #5A.					
16A	Radionuclides	1	sample	50.00	50.00
Annual testing of one (1) finished water sample at point of entry for radionuclides (gross alpha) to be collected by the contracted lab personnel in March with ITEM #5A.					
17A	Primary Inorganics	1	sample	135.00	135.00
Annual testing of one (1) finished water sample at point of entry to be collected by the contracted lab personnel in March with ITEM #5A.					
18A	Secondary Inorganics	1	sample	125.00	125.00
Annual testing of one (1) finished water sample at point of entry to be collected by the contracted lab personnel in March with ITEM #5A.					
19A	PCB's & Pesticides (SOC's)	4	sample	530.00	2,120.00
Quarterly testing of one (1) finished water sample at point of entry to be collected by water plant personnel and sample to be picked up by contracted lab personnel.					
20A	Lead and Copper	30	sample	16.00	480.00
Annual testing of up to 30 finished water samples to be collected by water plant personnel between July and September.					
21A	Water Quality Parameters (WQP) (monthly)	26	sample	56.00	1,456.00
21B	Water Quality Parameters (WQP) (quarterly)	28	sample	165.00	4,620.00
Every two weeks a finish water sample at point of entry to be collected by water plant personnel. Quarterly seven (7) source to be collected by water plant personnel and to be picked up by contracted lab personnel. WQP in Table IV.					
22A	Chlorides	368	sample	10	3,680.00
Monthly testing of twenty-nine (29) raw water wells and monitoring well samples to be collected by water plant staff. Semi-Annually an additional ten (10) monitoring well will be collected by water plant personnel to be picked up by contracted lab personnel.					

23A	Dual Zone Samples (monthly)	36	sample	56.00	2,016.00
23B	Dual Zone Samples (quarterly)	12	sample	165.00	1,980.00
Monthly testing of our 3 samples and 3 quarterly samples to be collected by water plant personnel and picked up by contracted lab personnel. See table IV.					
SUBTOTAL Water Treatment Plant (Items 1A – 23B)					34,069.00
LAKE WORTH POWER PLANT					
1B	Palm Beach County ERM – Wellfield Permit Requirements - VOC's	12	sample	50.00	600.00
Semi-Annual testing of six (6) groundwater monitoring wells for EPA Test Method 602 (or current approved equivalent) to be collected in February and August of the calendar year.					
2B	Palm Beach County ERM - Wellfield Permit Requirements – Semi-VOC's	12	sample	75.00	900.00
Semi-Annual testing of six (6) groundwater monitoring wells for EPA Test Method 610 (or current approved equivalent) to be collected in coordination with BID ITEM #1B.					
3B	Palm Beach County ERM - Wellfield Permit Requirements	12	sample	45.00	540.00
Semi-Annual testing of six (6) groundwater monitoring wells for FL-PRO to be collected in coordination with ITEM #1B.					
4B	Palm Beach County ERM - Wellfield Permit Requirements - VOC's	6	sample	60.00	360.00
Semi-Annual testing of three (3) potable water wells for EPA Test Method 502.2 (or current approved equivalent) to be collected in February and August in coordination with ITEM #10A.					
5B	Beach County ERM - Wellfield Permit Requirements – Semi-VOC's	6	sample	75.00	450.00
Semi-Annual testing of three (3) potable water wells for EPA Test Method 610 (or current approved equivalent) to be collected in coordination with ITEM #10A.					
6B	Palm Beach County ERM - Wellfield Permit Requirements	6	sample	45.00	270.00
Semi-Annual testing of three (3) potable water wells for FL-PRO to be collected in coordination with ITEM #10A.					
7B	Industrial Wastewater Discharge - IPP Permit Requirements	2	sample	425.00	850.00
Semi-Annual testing of one (1) industrial wastewater effluent discharge source per Table V to be collected the FIRST of March and September of the calendar year. <u>NOTE: the 126 priority pollutants - including Asbestos and Dioxin is an ANNUAL test and will be collected with the September sample.</u>					
8B	NPDES Stormwater Discharge – Collect 2012	4	sample	12.00	48.00
Quarterly testing of stormwater sample for total iron to be collected by plant personnel and picked up by lab personnel, as needed.					
SUBTOTAL Electric Plant (Items 1B - 8B)					4,493.00
SUBTOTAL Water Treatment Plant (Items 1A – 23B)					34,069.00
TOTAL ANNUAL BID:					38,562.00

Regular turn-around time is 10 (business days) days from receipt of sample.

Rate per Hour for Field Sampling Charge \$ 65.00

For sample evaluations requiring urgent attention please identify the percentage or cost for samples:

24 Hours 100 % above unit cost **OR** flat fee of \$ _____ per sample

48 Hours 75 % above unit cost **OR** flat fee of \$ _____ per sample

72 Hours 50 % above unit cost **OR** flat fee of \$ _____ per sample

Does your company work weekends? If so, what are your standard hours of operation?

Limited Weekend Hours or Scheduled; Standard Hours M-F 8:00am -5:00pm

How will you respond in an emergency situation and what are your procedures?

AEL will respond to emergency situations especially if boiled-water notices are required.

Contact the Project Manager or Laboratory Manager first by Office Phone if normal working hours.

Call Project Manager or Laboratory Manager by cell number if outside of normal business hours.

Lab can be opened to accept samples within 2 hours of contact.

Use additional sheet if necessary.

Additional charges, if any, if samples are picked up by the laboratory?

\$ 30.00 flat rate pick-up charge

What is the standard method of getting samples to your laboratory?

AEL has courier service from our Miramar lab Monday through Friday. A schedule can be prearranged with the Utility Department when to collect samples and when AEL will pick-up.

Name of Bidder: Advanced Environmental Laboratories, Inc.

Address: 6681 Soutpoint Parkway

City: Jacksonville ST FL Zip 32216

Phone: (904) 363-9350 Email: cged@aellab.com

Print Name: Charles Ged Title: President

SIGNATURE:  Date: 08/29/2024

Exhibit "B"

IFB #24-117 Laboratory Sampling & Analysis Services

SCOPE OF SERVICES

The City of Lake Worth Beach (City) requires laboratory services as specified herein. Laboratory testing and analysis services are to be performed on the exact parameters indicated in each item. Any deviation from specified parameters or testing methods must be identified and pre-approved by the City and the regulating authorities. The Contractor shall be responsible for providing proper chain of custody forms, suitable sample containers, shipping containers, collection equipment (including a 24-hour composite sampler) and personnel for sample collection when required. The Contractor shall be responsible for the arrangement and payment for any required shipping/transportation, or any other expenses not included in the bid price. Testing parameters and frequency are subject to change pending status of local, state and federal regulations.

The City reserves the right to request a retest if in the opinion of the City's representative the results of the analysis are questionable. If the laboratory has made an error, the Contractor shall absorb the cost of the retest. If the results prove to be accurate, the City will absorb the cost of the retest.

A State of Florida certified laboratory shall perform all laboratory analyses described herein.

The City must receive all analytical testing results within twenty (20) days of sample collection. The Contractor is responsible to immediately verbally notify the City when any results exceed established MCL's. Each ITEM # shall be INVOICED AND ISSUED as a separate report and include as a minimum the following information:

- | | |
|--|---------------------------|
| a) Sample location (addresses when applicable) | e) Analyst's name |
| b) Sample collector's name | f) Results of analysis |
| c) Date and time sampled | g) Analytical method used |
| d) Date sample analyzed | h) Laboratory I.D. number |

LAKE WORTH WATER TREATMENT PLANT

ITEM #1A - Palm Beach County - HPC's

Monthly testing of heterotrophic plate count every two (2) weeks. One of the weeks seven (7) sources one (1) sample at each source and the other week nine (9) sources one (1) sample at each source; @ 35°C sample to be collected by water plant personnel. Samples to be picked up by Contractor's lab personnel.

ITEM #2A - Trihalomethanes THM's

Annual testing of four (4) finished water samples in the distribution system to be collected by water plant personnel. Samples to be picked up by Contractor's lab personnel.

ITEM #3A- Haloacetic Acids HAA5's

Annual testing of four (4) finished water samples in the distribution system to be collected by water plant personnel. Samples to be picked up by Contractor's lab personnel.

ITEM #4A - Nitrate & Nitrite

Annual testing of one (1) finished water sample at point of entry to be collected by the contracted Contractor's lab personnel in **March** with ITEM #5A.

ITEM #5A - Lake Worth Annual Testing

Annual testing of one (1) finished point of entry sample to be collected by the Contractor's lab personnel in **March** for parameters on **Table I**.

ITEM #6A - Lake Worth Beach Annual Concentrate Testing

Annual testing of one (1) Class1 Injection Well sample to be collected by the Contractor's lab personnel in **March** for parameters on **Table III**.

ITEM #7A - Palm Beach County ECR II

Semi-Annual testing of fifteen (15) raw water wells for parameters in **Table II** to be collected by water plant personnel. Samples to be picked up by Contractor's lab personnel in **April and October**.

ITEM #8A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of three (3) potable wells for FL-PRO to be collected by the Contractor's lab personnel.

ITEM #9A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of three (3) potable wells for EPA test method 8270 by SIM to be collected by Contractor's lab personnel in April and October in coordination with ITEM #7A.

ITEM #10A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of three (3) potable wells for EPA test method 8015B to be collected by the Contractor's lab personnel in **April and October** in coordination with ITEM #7A.

ITEM #11A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of one (1) potable well for EPA test method 8260B to be collected in **February and August** in coordination with ITEM #12A.

ITEM #12A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of two (2) groundwater monitoring wells for FL-PRO, to be collected by the Contractor's lab personnel in **April and October** in coordination with ITEM #7A.

ITEM #13A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of two (2) groundwater monitoring wells for EPA test method 8270 by SIM to be collected by the Contractor's lab personnel in **April and October** in coordination with ITEM #7A.

ITEM #14A - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of two (2) groundwater monitoring wells for EPA test method 8015B to be collected by the Contractor's lab personnel in **April and October** in coordination with ITEM #7A.

ITEM #15A - VOC's

Annual testing of one (1) finished water sample at point of entry to be collected by the Contractor's lab personnel in March with ITEM #5A.

ITEM #16A - Radionuclides

Annual testing of one (1) finished water sample at point of entry for radionuclides (gross alpha) to be collected by the Contractor s lab personnel in **March** with ITEM #5A.

ITEM #17A - Primary Inorganics

Annual testing of one (1) finished water sample at point of entry to be collected by the Contractor's lab personnel in March with ITEM #5A.

ITEM #18A - Secondary Inorganics

Annual testing of one (1) finished water sample at point of entry to be collected by the Contractor's lab personnel in **March** with ITEM #5A.

ITEM #19A - PCB's & Pesticides SOC's

Quarterly testing of one (1) finished water sample at point of entry to be collected by water plant personnel and sample to be picked up by the Contractor's lab personnel.

ITEM #20A - Lead & Copper

Annual testing of up to 30 finished water samples to be collected by water plant personnel between **July and September**.

ITEM #21A- Water Quality Parameters (WQP)

Every two weeks a finish water sample at the point of entry to be collected by water plant personnel. Quarterly seven (7) sources to be collected by water plant personnel and to be picked up by the Contractor's lab personnel. WQP in **Table IV**.

ITEMS #22A - Chlorides

Monthly testing of twenty-nine (29) raw water wells and monitoring well samples to be collected by water plant staff. Semi-Annually an additional ten (10) monitoring well will be collected by water plant personnel to be picked up by the Contractor's lab personnel.

ITEM #23A - Dual Zone Samples

Monthly testing of our 3 samples and 3 quarterly samples to be collected by water plant personnel and picked up by Contractor's lab personnel. See **Table IV**.

Additional testing may be required on an as needed basis.

LAKE WORTH BEACH POWER PLANT

ITEM #1B - Palm Beach County ERM - Wellfield Permit Requirements - VOC's

Semi-Annual testing of six (6) groundwater monitoring wells for EPA Test Method 602 (or current approved equivalent) to be **collected in February and August of the calendar year.**

ITEM #2B - Palm Beach County ERM - Wellfield Permit Requirements – Semi-VOC's

Semi-Annual testing of six (6) groundwater monitoring wells for EPA Test Method 610 (or current approved equivalent) to be collected **in coordination with ITEM #1B.**

ITEM #3B - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of six (6) groundwater monitoring wells for FL-PRO to be collected **in coordination with ITEM #1B.**

ITEM #4B - Palm Beach County ERM - Wellfield Permit Requirements - VOC's

Semi-Annual testing of three (3) potable water wells for EPA Test Method 502.2 (or current approved equivalent) to be collected in February and August **in coordination with ITEM #10A.**

ITEM #5B - Palm Beach County ERM - Wellfield Permit Requirements – Semi-VOC's

Semi-Annual testing of three (3) potable water wells for EPA Test Method 610 (or current approved equivalent) to be collected **in coordination with ITEM #10A.**

ITEM #6B - Palm Beach County ERM - Wellfield Permit Requirements

Semi-Annual testing of three (3) potable water wells for FL-PRO to be collected **in coordination with ITEM #10A.**

ITEM #7B - Industrial Wastewater Discharge - IPP Permit Requirements

Semi-Annual testing of one (1) industrial wastewater effluent discharge source per **Table V** to be collected **the FIRST of March and September of the calendar year.** **NOTE: the 126 priority pollutants - including Asbestos and Dioxin is an ANNUAL test and will be collected with the September sample.**

ITEM #8B - NPDES Stormwater Discharge – Collect 2012

Quarterly testing of stormwater sample for total iron to be collected by plant personnel and picked up by Contractor's lab personnel, as needed.

Additional Information

- 1) All reports from the previous month must be submitted to the City by the 5th of the new month. The City's regulatory reports must be submitted by the 10th of each month, and the City needs time to have errors/typos corrected.
- 2) The Schedule of Unit Prices are estimates to be used by the City for comparative purposes and the City reserves the right to make adjustments in annual ordering. The

City is not obligated to order any of the listed tests. Testing parameters and frequency are subject to change pending status of local, state and federal regulations.

- 3) List all samples that must go to a third-party lab for analysis - sampling analysis that they are not capable of performing in house. The bidder must clearly indicate all analysis that will be sub-contracted to another certified laboratory and will be responsible for all costs associated with the subcontracted laboratory; all alternate testing methods with approval letter from regulating agency (i.e.: Palm Beach County Health Dept., PBC Environmental Resources Management-ERM, City of West Palm Beach IPP Program).
- 4) Laboratory testing and analysis is to be performed on the exact parameters indicated in each item. Any deviation from specified parameters or testing methods must be identified and pre-approved by the City and the regulating authorities.
- 5) The Contractor bidder shall be responsible for providing proper chain of custody forms, suitable sample containers, shipping containers, collection equipment (including a 24-hour composite sampler) and personnel for sample collection when required.
- 6) The Contractor shall notify the City's Lab personnel within 24 hours when a sample result indicates violation with the Safe Water Drinking Act, the Clean Water Act, or other applicable permits and or consent decrees.
- 7) Contractor and its subcontractors will be required to have at the time of bid submittal, a current license for EPA, DOH or NELAP certification recognized in the State of Florida for all parameters that the City seeks analysis for.
- 8) All reports must be submitted using the FDEP format.

SAMPLING & ANALYSIS SPECIFICATIONS

**TABLE I – LAKE WORTH BEACH ANNUAL SAMPLE
(ITEM #5A)**

Color
Specific Conductance
Odor
pH (field)
Total Dissolved Solids
Temperature
Aluminum
Calcium
Copper
Hardness, Total
Iron
Magnesium
Manganese
Silver
Zinc
Chloride
Fluoride
Sulfate
Surfactants

SAMPLING & ANALYSIS SPECIFICATIONS

**TABLE II – ECR II REQUIREMENTS
(ITEM #7A)**

Calcium
Iron
Chloride
Color
Sp. Conductance (Field)
Hardness, Total
pH (Field)
Total Dissolved Solids
Temperature
Nitrate
Copper
Magnesium

SAMPLING & ANALYSIS SPECIFICATIONS

**TABLE III – Class I Injection Well REQUIREMENTS
(ITEMS #6A)**

pH (Field)
Temperature (Field)
EDB/DBCP EPA504
508.1 Pest/PCB
515.3 Herb
525.2 Extractables
531.1 Carbamates
547 Glyphosale
548 Endothall
549 Dyquat
VOC 524.2/524.2 THM
5522 Haloacetic Acids
Pri/Sec Metals
TDS

SAMPLING & ANALYSIS SPECIFICATIONS

TABLE IV – Dual Zone Testing

Monthly

TKN
Cond
TDS
Chloride/Sulfate

Quarterly

Radium 226/228

SAMPLING & ANALYSIS SPECIFICATIONS

**TABLE V – POWER PLANT EFFLUENT DISCHARGE
(ITEM #7B)**

Pollutant or Pollutant Property 40CFR423	Federal or Local Limits	Sample Type	Frequency
Chemical Oxygen COD	Local	Timed Composite	Semi-Annual
Chlorine Free	Federal	Grab	Semi-Annual
Chlorine Total	Federal	Grab	Semi-Annual
Chromium (Cr)	Federal	Timed Composite	Semi-Annual
Copper (Cu)	Federal	Timed Composite	Semi-Annual
Iron (Fe)	Local	Timed Composite	Semi-Annual
Manganese (Mn)	Local	Timed Composite	Semi-Annual
Molybdenum (Mo)	Local	Timed Composite	Semi-Annual
PH	Federal/Local	Grab	Semi-Annual
Total Suspended Solids	Local	Timed Composite	Semi-Annual
Zinc (Zn)	Federal	Timed Composite	Semi-Annual
126-Priority Pollutants	Federal	Grab	Annual

NOTE: The 126 Priority Pollutants does include Asbestos AND Dioxin

END OF SCOPE OF SERVICES