

REQUEST FOR PROPOSALS

34. Award RFP-4269-06/BJC – Term Contract for Water and Wastewater Laboratory Services, to Flowers Chemical Laboratories, Inc., Altamonte Springs as a Primary Contractor and Harbor Branch Environmental Laboratories, Inc., Sanford as a Secondary Contractor (Term Contracts).

RFP-4269-06/BJC will provide for the services of a certified laboratory on a continuing basis to run chemical analysis of samples taken from, but not limited to, potable water, wastewater, surface water, groundwater, Stormwater, and industrial pretreatment discharge.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee which consisted of Jack Cheney, Environmental Services Department; Ruth Hazard, Environmental Services Department; Michael Miller, Environmental Services Department and Chris Reeves, Environmental Services Department, evaluated the submittals. The evaluation was based on the management and technical approach, past performance of the firms and the proposed cost to the County to provide the required services. This was presented to the Board at the May 9, 2006 meeting and the Board requested that the County Manager review this procurement. A review was conducted on June 2, 2006, and the following key enhancements support Flowers Chemical Lab as the recommended firm:

- Electronics submission of lab results.
- Majority of actual lab testing occurs within 50 miles of sample location.
- A third party courier service is not utilized.
- Lowest cost proposal.

The Evaluation Committee recommends award of the project to the most responsive, responsible proposers, Flowers Chemical Laboratories, Inc., Altamonte Springs as a Primary Contractor and Harbor Branch Environmental Laboratories, Inc., Sanford as a Secondary Contractor. The Secondary Contractor may be used by the County on an as needed basis, for a split sampling purposes, backup laboratory services in case of emergencies and in case the Primary Contractor cannot perform as required. Authorization for performance of services by the selected Contractors under these agreements shall be in the form of written Release Orders issued and executed by the County. The agreements shall take place on the date of their execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) successive one (1) year periods. The estimated annual usage of these agreements is \$300,000.

Environmental Services Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contracts as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4269-06/BJC
RFP TITLE: Water and Wastewater Laboratory Services

DUE DATE: March 29, 2006 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Response 1	Response 2	Response 3	Response 4
ELAB, Inc. PO Box 468 Ormond Beach, Florida 32175 (386) 672-5668 – Phone (386) 673-4001 – Fax Henry N. Ashby	Flowers Chemical Laboratories, Inc. PO Box 150597 Altamonte Springs, FL 32715 (407) 339-5984 – Phone (407) 260-6110 – Fax Jefferson S. Flowers	Harbor Branch Environmental Laboratories, Inc. 4155 St. John's Parkway, #1300 Sanford, Florida 32771-6391 (772) 465-2400 (390) – Phone (772) 467-1584 – Fax Cindy Cramer	TestAmerica Analytical Testing Corporation 4310 East Anderson Road Orlando, Florida 32812 (800) 851-2560 – Phone (407) 856-0886 – Fax Jennifer M. Hamaker
Proposed Cost: \$287,606	Proposed Cost: \$251,769	Proposed Cost: \$247,357.50 + Cost associated with Weekend pickups, samples, etc. estimated on \$19,760.00 (=\$267,117.50)	Proposed Cost: \$253,372

The evaluation criteria is as follows:

- Cost proposal
- Qualifications – Technical Plan
- Related Experience

Recommendation of Award: Flowers Chemical Laboratories, Inc. (Posted 4/17/2006 [9:56 AM]). Betsy J. Cohen

Revised Recommendation of Award: Flowers Chemical Laboratories, Inc (Primary Contractor) and Harbor Branch Environmental Laboratories, Inc. (Secondary Contractor) – Posted 4/19/2006 (3:45 PM) Betsy J. Cohen

BCC for award: 5/09/2006

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The evaluation criteria is as follows:

- *Cost proposal*
- *Qualifications – Technical Plan*
- *Related Experience*

Posted: 3/29/2006 (4:00 PM) by Betsy J. Cohen, Purchasing Supervisor

Evaluation Committee Meeting: Evaluation Committee Meeting: April 10, 2006 at 11:00 – Purchasing Conference Room

Recommendation of Award: Flowers Chemical Laboratories, Inc. (Posted 4/17/2006 [9:56 AM]). Betsy J. Cohen

Revised Recommendation of Award: Flowers Chemical Laboratories, Inc (Primary Contractor) and Harbor Branch Environmental Laboratories, Inc. (Secondary Contractor) – Posted 4/19/2006 (3:45 PM) Betsy J. Cohen

BCC for award: 5/09/2006

RFP-4269-06/BJC
Term Contract for Water and Wastewater Laboratory Services

Ranking of Proposals

	<i>Jack Cheney</i>	<i>Glenn Foreman</i>	<i>Ruth Hazard</i>	<i>Michael Miller</i>	TOTAL POINTS	RANKING
<i>ELAB, Inc.</i>	1	1	1	0	3	3
<i>Flowers Chemical Laboratories, Inc.</i>	3	3	3	3	12	1
<i>Harbor Branch Environmental Laboratories, Inc.</i>	2	2	2	3	9	2
<i>TestAmerica Analytical Testing Corporation</i>	1	0	2	0	3	3

Overall Rating:

Highly Acceptable (3)

Acceptable (2)

Marginal (1)

Unsatisfactory (0)

The Evaluation Committee recommends Flowers Chemical Laboratories, Inc. as Primary Contractor and Harbor Branch Laboratories as Secondary Contractor for award of this project.

52	25	1300	52	25	1300	52	19.5	1014	52	20	1040
52	10	520	52	15	780	52	12.5	650	52	10	520
52	5	260	52	5	260	52	10	520	52	6	312
52	30	1560	52	20	1040	52	17.5	910	52	20	1040
52	10	520	52	7.5	390	52	10	520	52	10	520
52	35	1820	52	45	2340	52	35	1820	52	12	624
52	17	884	52	15	780	52	20	1040	52	12	624
52	35	1820	52	45	2340	52	25	1300	52	20	1040
52	13	676	52	15	780	52	20	1040	52	12	624
13	7	91	13	12	156	13	10	130	13	10	130
13	7	91	13	12	156	13	10	130	13	10	130
13	21	273	13	20	260	13	25	325	13	15	195
13	7	91	13	12	156	13	10	130	13	10	130
13	7	91	13	12	156	13	10	130	13	10	130
13	30	390	13	35	455	13	35	455	13	15	195
13	30	390	13	35	455	13	45	585	13	30	390
13	120	1560	13	150	1950	13	125	1625	13		0
13	120	1560	13		0	13		0	13		0
13	120	1560	13		0	13		0	13		0
13	120	1560	13		0	13		0	13		0
13	120	1560	13		0	13		0	13		0
13	120	1560	13		0	13		0	13	200	2600
13	120	1560	13		0	13		0	13		0
13	120	1560	13		0	13		0	13		0
13	75	975	13	120	1560	13		0	13		0
13	14	182	13		0	13		0	13	12	156
Group I		24414	Group I		15314	Group I		12324	Group I		10400
208	25	5200	208	25	5200	208	19.5	4056	208	20	4160
156	10	1560	156	15	2340	156	12.5	1950	156	10	1560
52	5	260	52	5	260	52	10	520	52	6	312
104	30	3120	104	20	2080	104	17.5	1820	104	20	2080
52	10	520	52	7.5	390	52	10	520	52	10	520
52	12	624	52	11	572	52		0	52	12	624
Group II		11284	Group II		10842	Group II		8866	Group II		9256
144	5	720	144	5	720	144	10	1440	144	6	864
144	5	720	144	5	720	144	10	1440	144	8	1152
144	5	720	144	10	1440	144	10	1440	144	8	1152
144	25	3600	144	25	3600	144	19.5	2808	144	20	2880
144	10	1440	144	15	2160	144	12.5	1800	144	10	1440
144	17	2448	144	15	2160	144	20	2880	144	12	1728
144	12	1728	144	13	1872	144	15	2160	144	12	1728
144	26	3744	144	25	3600	144	20	2880	144	12	1728
144	13	1872	144	15	2160	144	20	2880	144	12	1728
144	30	4320	144	20	2880	144	17.5	2520	144	20	2880
60	35	2100	60	45	2700	60	25	1500	60	20	1200
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	7	1008	144	12	1728	144	12.5	1800	144	10	1440
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	21	3024	144	20	2880	144	25	3600	144	15	2160
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	7	1008	144	12	1728	144	10	1440	144	10	1440
144	7	1008	144	15	2160	144	10	1440	144	12	1728
144	475	68400	144	450	64800	144	505	72720	144	135	19440
144	9	1296	144	22	3168	144	15	2160	144	12	1728
48	9	432	48	15	720	48	12.5	600	48	20	960

4	26	104	4	15	60	4	12.5	50	4	20	80
Group III		104732	Group III		109896	Group III		114758	Group III		54656
52	9	468	52	13.5	702	52	10	520	52	12	624
52	30	1560	52	20	1040	52	17.5	910	52	20	1040
52	12	624	52	11	572	52		0	52	12	624
52	5	260	52	5	260	52	10	520	52	6	312
52	17	884	52	15	780	52	20	1040	52	12	624
52	26	1352	52	25	1300	52	20	1040	52	12	624
52	10	520	52	11	572	52	12.5	650	52	10	520
52	5	260	52	7.5	390	52	10	520	52	10	520
Group IV		5928	Group IV		5616	Group IV		5200	Group IV		4888
Group V		100	Group V		120	Group V		100	Group V		110
Group VI		150	Group VI		130	Group VI		160	Group VI		200
Group VII		175	Group VII		150	Group VII		125	Group VII		200
Group VIII		100	Group VIII		95	Group VIII		120	Group VIII		150
Group IX		165	Group IX		234	Group IX		227.5	Group IX		180
16	250	4000	16	150	2400	16	185	2960	16	400	6400
16	120	1920	16	145	2320	16	150	2400	16	275	4400
88	90	7920	88	75	6600	88	85	7480	88	110	9680
25	850	21250	25	625	15625	25	725	18125	25	1000	25000
16	40	640	16	40	640	16	55	880	16	50	800
16	130	2080	16	235	3760	16	112.5	1800	16	175	2800
84	40	3360	84	45	3780	84	45	3780	84	75	6300
46	100	4600	46	105	4830	46	125	5750	46	175	8050
46	250	11500	46	75	3450	46	100	4600	46	500	23000
30	9	270	30	22	660	30	20	600	30	12	360
100	14	1400	100	15	1500	100	25	2500	100	20	2000
13	100	1300	13	125	1625	13	100	1300	13	150	1950
25	14	350	25	15	375	25	15	375	25	12	300
24	9	216	24	15	360	24	10	240	24	12	288
10	5	50	10	10	100	10	15	150	10	8	80
25	14	350	25	15	375	25	15	375	25	12	300
3600	20	72000	3600	15	54000	3600	12.5	45000	3600	20	72000
100	30	3000	100	20	2000	100	17.5	1750	100	20	2000
56	10	560	56	11	616	56	12.5	700	56	10	560
68	7	476	68	12	816	68	9	612	68	10	680
56	9	504	56	15	840	56	12.5	700	56	20	1120
68	5	340	68	5	340	68	10	680	68	6	408
68	3	204	68	5	340	68	10	680	68	10	680
68	5	340	68	5	340	68	10	680	68	8	544
56	7	392	56	12	672	56	10	560	56	10	560
16	7	112	16	12	192	16	10	160	16	10	160
16	5	80	16	15	240	16	10	160	16	12	192
16	7	112	16	12	192	16	10	160	16	10	160
16	7	112	16	12	192	16	10	160	16	10	160
16	70	1120	16	12	192	16	10	160	16	150	2400
Group X		140558	Group X		109372	Group X		105477	Group X		173332
						Additional		19760			
		287606			251769			267117.5			253372
		ELAB			Flowers			Harbor			TestAmeric

**TERM CONTRACT FOR WATER AND WASTEWATER LABORATORY SERVICES
(RFP-4269-06/BJC) (PRIMARY)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **FLOWERS CHEMICAL LABORATORIES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 150597, Altamonte Springs, Florida 32715-0597, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide water and wastewater laboratory services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide water and wastewater laboratory services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof as Primary Contractor. Secondary Contractor may be used by the COUNTY on an as needed basis for split sampling purposes, back up-laboratory in case of emergencies and if the Primary Contractor cannot perform as required. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific

task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for water and wastewater laboratory services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee" basis, the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other

information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work

performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of

whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days

after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance

company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the

CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the

authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to

all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by

registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

Flowers Chemical Laboratories, Inc.
P.O. Box 150597
Altamonte Springs, FL 32715-0597

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 29. SIGNATURE AUTHORITY. The Purchasing and Contract Manager shall have the authority to execute this Agreement on behalf of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

FLOWERS CHEMICAL LABORATORIES, INC.

Secretary

(CORPORATE SEAL)

By: _____
JEFFERSON S. FLOWERS, President

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/14/06 4/20/06
Rfp-4269

Attachments:

Exhibit "A"- Scope of Services
Exhibit "B"- Sample Purchase Order

By: _____

RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 330.3,
Seminole County Administrative
Code.

EXHIBIT "A"

2

General Description of Services

Seminole County desires to obtain the services of a certified laboratory on a continuing basis to run chemical analysis of samples taken from, but not limited to, potable water, wastewater, surface water, groundwater, Stormwater, and industrial pretreatment discharge. The elements of the project should include, but not be limited to, the following:

1. Analyze samples according to current acceptable methodologies of EPA, FDEP and HRS. The necessary analytical work must be done by a State of Florida (HRS) Certified Lab. All analysis must be performed by the laboratory in their facilities, by their personnel. If analysis must be sent out, the subcontracted lab must be approved by the County. The laboratory must be able to detect all minimum detectable limits (MDL) stated within the applicable permit(s). The laboratory must provide documentation showing its ability to meet the MDL for each parameter required by the permit(s). The laboratory must immediately notify the County Representative whenever the laboratory is unable to perform the necessary test method due to NELAC Certification or any other reason. The County Representative will be notified immediately for any parameter analyzed out of its hold time. If a sample is analyzed out of its hold time at the fault of the laboratory, re-sampling of that parameter will be conducted at the laboratory's expense, if required by the County.
2. The County may request testing of an individual parameter within a set.
4. If any parameter exceeds the MCL, the same sample shall be retested for that parameter. If the retest confirms the original test, the County will pay for both tests. If the retest indicates compliance with the MCL, the County will pay for the retest only, but not for the original test. Any parameter which does exceed the MCL shall be clearly flagged on the report in a manner approved by the County and it will require immediate attention from the laboratory. The County must receive notification of any parameter that exceeds the MCL within eight (8) hours after the test. Notification shall be made by fax, phone call and e-mail message. The County will not be responsible for payment of any tests that are not specified on the Chain of Custody Form.
5. All communication and correspondence between the County and the laboratory shall be made by fax and phone. All telephone and fax messages shall be returned within two (2) hours of being received.
6. A list of the previous results for each parameter shall be supplied to the lab, and any parameter exceeding the previous results by twenty percent (20%) or more requires immediate notification of the Seminole County Water Department through the County Representative.
7. Samples must be retained by the laboratory in case re-analysis is required. If the laboratory does not perform all required analysis, the laboratory shall re-sample at the laboratory expense.
8. It is anticipated that routine sampling will be performed by County staff using County materials, with the samples being delivered to the laboratory. If special sampling or preservation techniques are required, the laboratory shall provide to County staff the

necessary materials for sampling, or the County may request that the laboratory perform the sampling. The laboratory must supply pick-up and delivery of samples and containers to comply with all holding times as required by FDEP and DOH regulations.

9. If the County requests the laboratory to do the sampling, the sampling shall be done within seventy-two (72) hours of the official request and notification (by phone or by fax) of intended sampling date shall be given.
10. If the lab performs the sampling (i.e. Stormwater), the lab will provide the following field information in addition to requested analysis: sample time, weather conditions, air temperature, cloud cover, water temperature, and wind direction. A copy of the field sheets/chain of custody must be included with the results.
11. The laboratory will report findings in an acceptable time frame, not to exceed ten (10) business days, with immediate notification of any parameters that exceed the MCL or fall outside of acceptable limits. All analytical results shall be reported within two (2) weeks after the time they were relinquished. Coliform analysis shall be reported within twenty-four (24) hours by fax with hard copy by hand delivery or mail within seventy-two (72) hours.
12. Reports and custody records must be on required forms accepted by EPA, FDEP, and HRS. If required by EPA, FDEP, or HRS that results are to be supplied on disk or electronically, the laboratory must supply the information, on disk, in the acceptable format. Results must reflect the same compound name as required by FDEP forms. Results must be in like format (i.e. ug/L for ug/L). All laboratory analytical reports prepared must comply with Rule 62-160.670, F.A.C. Wastewater samples should be analyzed using the approved method listed in 40 CFR 136. Also, in accordance with Rule 62-4.246, F.A.C., the control authority (owner) must ensure approved analytical methods that are used to achieve appropriate method detection limit (MDL) and practical quantitation limit (PQL) for determining compliance with parameter limits. Accordingly, you should refer to the table located at <ftp://ftp.dep.state.fl.us/pub/labs/assessment/guidance/mdlpql.pdf> to determine the correct analytical method, and appropriate MDL and PQL, for each pollutant. To ensure that the contracted laboratory can meet the necessary MDLs and PQLs, the owner shall request the documentation to support their claims for MDLs and PQLs.
13. The laboratory must provide cleaning reagents for sampling equipment if necessary.
14. The laboratory must be able to respond immediately, twenty-four (24) hours a day, under emergency conditions as identified by the County. This is to include immediate analysis under conditions of acute violations and imminent health risks.
15. Sampling and analysis of industrial pretreatment discharge must be in accordance with FDEP Standard Operating Procedures.
16. The laboratory must be available for sample delivery and pick-up Monday through Sunday with adequate notice from the County.
17. All samples must be analyzed at a laboratory located within fifty (50) miles of sample location. The County must approve any sample to be analyze or subcontracted to another laboratory outside the fifty (50) mile-radius.

**Section 5
Price Proposal**

PROJECT: WATER AND WASTEWATER LABORATORY SERVICES
COUNTY CONTRACT NO. RFP-4269-06/BJC

Name of Proposer: Flowers Chemical Laboratories Incorporated
Mailing Address: P.O. Box 150597
Street Address: 481 Newburyport Ave. (Zip: 32701)
City/State/Zip: Altamonte Springs, FL. 32715-0597
Phone Number: (407) 339-5984
FAX Number: (407) 260-6110

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, hereby proposes and agrees to perform the Work in strict conformity Contract Documents, including Addenda Nos. 1 through , on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

PRICE PROPOSAL FOR GROUP I:	\$	<u>15,314.00</u>	
PRICE PROPOSAL FOR GROUP II:	\$	<u>10,842.00</u>	
PRICE PROPOSAL FOR GROUP III:	\$	<u>109,896.00</u>	
PRICE PROPOSAL FOR GROUP IV:	\$	<u>5,616.00</u>	
PRICE PROPOSAL FOR GROUP V:	\$	<u>120.00</u>	
PRICE PROPOSAL FOR GROUP VI:	\$	<u>130.00</u>	
PRICE PROPOSAL FOR GROUP VII:	\$	<u>150.00</u>	
PRICE PROPOSAL FOR GROUP VIII:	\$	<u>95.00</u>	
PRICE PROPOSAL FOR GROUP IX:	\$	<u>234.00</u>	
PRICE PROPOSAL FOR GROUP X:	\$	<u>109,422.00</u>	109,372. — <u>3/29/04</u>
TOTAL PRICE PROPOSAL:	\$	<u>251,819.00</u>	251,769.00 <u>13</u> <u>3/29/04</u>

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 28th day of March 2006.

Flowers Chemical Laboratories Inc.

(Name of PROPOSER)

John W. Lindsey, Jr.
(Printed name of person signing FORM)

(Signature of person signing FORM)

Business Development Manager
(Title)

Tests are categorized based on permit(s) requirements and groups may have some duplication of tests. Proposers are to include the costs of tests in all categories.

Item No.	Parameter	Annual Estimate d Quantity	Fee Per Set	Extended Cost
1	CBOD5	52	25.00	1,300.00
2	TSS	52	15.00	780.00
3	pH	52	5.00	260.00
4	Fecal Coliform	52	20.00	1,040.00
5	Total Residual Chlorine	52	7.50	390.00
6	Total Nitrogen (as N)	52	45.00	2,340.00
7	Total Phosphorus (as P)	52	15.00	780.00
8	Chlorophyll a	52	45.00	2,340.00
9	Total Ammonia (as N)	52	15.00	780.00
10	Total Recoverable Beryllium	13	12.00	156.00
11	Total Recoverable Copper	13	12.00	156.00
12	Total Mercury	13	20.00	260.00
13	Total Recoverable Selenium	13	12.00	156.00
14	Total Silver	13	12.00	156.00
15	Total Cyanide (as CN)	13	35.00	455.00
16	Total Phenolic Compounds	13	35.00	455.00
17	Acenaphthylene	13	150.00	1,950.00 *
18	Benzo (a) anthracene	13	*	*
19	Benzo (a) pyrene	13	*	*
20	Benzo (ghi) perylene	13	*	*
21	Benzo (k) fluoranthene	13	*	*
22	Chrysene	13	*	*
23	Dibenzo (a,h) anthracene	13	*	*
24	Indeno (1,2,3-Cd) pyrene	13	*	*
25	Dichlorobromomethane	13	120.00	1,560.00 *
26	Total Hardness (as CaCO3)	13		
* By Method, not Analyte TOTAL GROUP I				15,314.00 (15,314.00) PKY

Item No.	Parameter	Annual Estimate d Quantity	Fee Per Set	Extended Cost
27	CBOD5	208	25.00	5,200.00
28	TSS	156	15.00	2,340.00
29	pH	52	5.00	260.00
30	Fecal Coliform	104	20.00	2,080.00
31	Total Residual Chlorine	52	7.50	390.00
32	Total Nitrate (as N)	52	11.00	572.00
TOTAL GROUP II				10,842.00

Proposer Name: Flowers Chemical Laboratories Incorporated

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
33	pH	144	5.00	720.00
34	Conductivity	144	5.00	720.00
35	Color	144	10.00	1,440.00
36	CBOD5	144	25.00	3,600.00
37	TSS	144	15.00	2,160.00
38	Total Phosphorus (as P)	144	15.00	2,160.00
39	Total Ortho-Phosphorus (as P)	144	13.00	1,872.00
40	Total Kjeldahl Nitrogen	144	25.00	3,600.00
41	Ammonia Nitrogen (as N)	144	15.00	2,160.00
42	Fecal Coliform	144	20.00	2,880.00
43	Chlorophyll a	60	45.00	2,700.00
44	Copper	144	12.00	1,728.00
45	Lead	144	12.00	1,728.00
46	Zinc	144	12.00	1,728.00
47	Mercury	144	20.00	2,880.00
48	Cadmium	144	12.00	1,728.00
49	Iron	144	12.00	1,728.00
50	Nickel	144	12.00	1,728.00
51	Silver	144	12.00	1,728.00
52	Hardness	144	15.00	2,160.00
53	Non-metallic priority pollutants	144	450.00	64,800.00
54	(NO3+NO2) Nitrogen, Total as N	144	22.00	3,168.00
55	SO4	48	15.00	720.00
56	S=	4	15.00	60.00
Total Group III				109,896.00

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
57	Chloride (as Cl)	52	13.50	702.00
58	Fecal Coliform	52	20.00	1,040.00
59	Total Nitrate (as N)	52	11.00	572.00
60	pH	52	5.00	260.00
61	Total Phosphorus (as P)	52	15.00	780.00
62	Total TKN (as N)	52	25.00	1,300.00
63	TDS	52	11.00	572.00
64	Turbidity	52	7.50	390.00
Total Group IV				5,616.00

Proposer Name: Flowers Chemical Laboratories Incorporated

Item No.	Parameter	Fee Per Set
	Volatiles	12000 *
65	Acrolein	*
66	Acrylonitrile	*
67	Benzene	*
68	Bromoform	*
69	Carbon tetrachloride	*
70	Chlorobenzene	*
71	Chlorodibromomethane	*
72	Chloroethane	*
73	2-chloroethylvinyl ether	*
74	Chloroform	*
75	dichlorobromomethane	*
76	1,1-dichloroethane	*
77	1,2-dichloroethane	*
78	1,1-dichloroethylene	*
79	1,2-dichloropropane	*
80	1,3-dichloropropylene	*
81	Ethylbenzene	*
82	Methyl bromide	*
83	Methyl chloride	*
84	Methylene chloride	*
85	1,1,2,2-tetrachloroethane	*
86	Tetrachloroethylene	*
87	Toluene	*
88	1,2-trans-dichloroethylene	*
89	1,1,1-trichloroethane	*
90	1,1,2-trichloroethane	*
91	Trichloroethylene	*
92	Vinyl chloride	*
* By Method/Not Analyte Total Group V		120.00

Proposer Name: Flowers Chemical Laboratories Incorporated

Item No.	Parameter	Fee Per Set
	Acid Compounds	130.00
93	2-chlorophenol	*
94	2,4-dichlorophenol	*
95	2,4-dimethylphenol	*
96	4,6-dinitro-o-cresol	*
97	2,4-dinitrophenol	*
98	2-nitrophenol	*
99	4-nitrophenol	*
100	p-chloro-m-cresol	*
101	Pentachlorophenol	*
102	Phenol	*
103	2,4,6-trichlorophenol	*
* By Method/Not Analyte Total Group VI		130.00

Item No.	Parameter	Fee Per Set
	Base/Neutral	150.00
104	Acenaphthene	*
105	Acenaphthylene	*
106	Anthracene	*
107	Benzidine	*
108	Benzo(a)anthracene	*
109	Benzo(a)pyrene	*
110	3,4-benzofluoranthene	*
111	Bis(2-chloroethoxy)methane	*
112	Bis(2-chloroethyl)ether	*
113	Bis(2-chloroisopropyl)ether	*
114	Bis(2-ethylhexyl)phthalate	*
115	4-bromophenyl ether	*
116	Butylbenzyl phthalate	*
117	2-chloronaphthalene	*
118	4-chlorophenyl phenyl ether	*
119	Chrysene	*
120	Dibenzo(a,h)anthracene	*
121	1,2-dichlorobenzene	*
122	1,3-dichlorobenzene	*
123	1,4-dichlorobenzene	*
124	3,3'-dichlorobenzidine	*
125	Diethyl phthalate	*

Proposer Name: Flowers Chemical Laboratories Incorporated

Item No.	Parameter	Fee Per Set
Cont.	Base/Neutral	
126	Dimethyl phthalate	*
127	di-n-butyl phthalate	*
128	2,4-dinitrotoluene	*
129	2,6-dinitrotoluene	*
130	di-n-octyl phthalate	*
131	1,2-diphenylhydrazine (as azobenzene)	*
132	Fluoroanthene	*
133	fluorene	*
134	Hexachlorobenzene	*
135	Hexachlorobutadiene	*
136	Hexachlorocyclopentadiene	*
137	Hexachloroethane	*
138	Indeno(1,2,3-cd)pyrene	*
139	Isophorone	*
140	Naphthalene	*
141	Nitrobenzene	*
142	N-nitrosodimethylamine	*
143	N-nitrosodi-n-propylamine	*
144	N-nitrosodiphenylamine	*
145	Phenanthrene	*
146	Pyrene	*
147	1,2,4-trichlorobenzene	*
* By Method/Not Analyte Total Group VII		150.00

Item No.	Parameter	Fee Per Set
	Pesticides	95.00
148	Aldrin	*
149	Alpha-BHC	*
150	Beta-BHC	*
151	Gamma-BHC	*
152	Delta-BHC	*
153	Chlordane	*
154	4,4'-DDT	*
155	4,4'-DDE	*
156	4,4'-DDD	*

Proposer Name: Flowers Chemical Laboratories Incorporated.

Item No.	Parameter	Fee Per Set
Cont.	Pesticides	
157	Dieldrin	*
158	Alpha-endosulfan	*
159	Beta-endosulfan	*
160	Endosulfan sulfate	*
161	Endrin	*
162	Endrin aldehyde	*
163	Heptachlor	*
164	Heptachlor epoxide	*
165	PCB-1242	*
166	PCB-1254	*
167	PCB-1221	*
168	PCB-1232	*
169	PCB-1248	*
170	PCB-1260	*
171	PCB-1016	*
172	Toxaphene	*
* By Method/Not Analyte Total Group VIII		95.00

Item No.	Parameter	Fee Per Set
	Table III Other Toxic Pollutants	
173	Antimony, Total	12.00
174	Arsenic, Total	12.00
175	Beryllium, Total	12.00
176	Cadmium, Total	12.00
177	Chromium, Total	12.00
178	Copper, Total	12.00
179	Lead, Total	12.00
180	Mercury, Total	20.00
181	Nickel, Total	12.00
182	Selenium, Total	12.00
183	Silver, Total	12.00
184	Thallium, Total	12.00
185	Zinc, Total	12.00
186	Cyanide, Total	35.00
187	Phenols, Total	35.00
Total Group IX		234.00

Proposer Name: Flowers Chemical Laboratories Incorporated

Water Samples

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
188	Primary Inorganics <i>w/o Asbestos</i>	16 per 3 yrs.	150.00	2,400.00
189	Secondary Inorganics	16 per 3 yrs.	145.00	2,320.00
190	Volatile Organic Contaminants	88	75.00	6,600.00
191	Synthetic Organic Contaminants <i>w/o Dioxin</i>	25	625.00	15,625.00
192	Gross Alpha	16	40.00	640.00
193	Radium 226/228	16 per 9 yrs.	235.00	3,760.00
194	THM	84	45.00	3,780.00
195	HAA5	46	105.00	4,830.00
196	THM Potential	46	75.00	3,450.00
197	Nitrite/Nitrate	30	22.00	660.00
198	Lead & Copper Rule	100	15.00	1,500.00
199	EPA 1631 Hg (<i>Low Level</i>)	13	125.00	1,625.00
200	Total Hardness	25	15.00	375.00
201	Chloride	24	15.00	360.00
202	Color	10	10.00	150.00
203	Hardness	25	15.00	375.00
204	Total Coliform	3600	15.00	54,000.00
205	Fecal Coliform	100	20.00	2,000.00
206	TDS	56	11.00	616.00
207	Sodium	68	12.00	816.00
208	Sulfate	56	15.00	840.00
209	pH	68	5.00	340.00
210	Temperature	68	5.00	340.00
211	Specific Conductance	68	5.00	340.00
212	Arsenic	56	12.00	672.00
213	Calcium	16	12.00	192.00
214	Bicarbonate	16	15.00	240.00
215	Potassium	16	12.00	192.00
216	Magnesium	16	12.00	192.00
217	Uranium	16	12.00	192.00
			Total Group X	109,422.00 (109,422.00)

Proposer Name:

Flowers Chemical Laboratories Incorporated

TAX EXEMPTION NUMBERS: FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K
--

Board of County Commissioners
 Seminole County, Florida
ORDER

Page 1


ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REF. NUMBER	
INVOICE	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

**REQUESTING
 DIVISION**

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR WATER AND WASTEWATER LABORATORY SERVICES
(RFP-4269-06/BJC) (SECONDARY)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HARBOR BRANCH ENVIRONMENTAL LABORATORIES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4155 St. John's Parkway, Suite 1300, Sanford, Florida 32771-6391, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide water and wastewater laboratory services for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide water and wastewater laboratory services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof as Secondary Contractor. Secondary Contractor may be used by the COUNTY on an as needed basis for split sampling purposes, back up-laboratory in case of emergencies and if the Primary Contractor cannot perform as required. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the

specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the COUNTY for water and wastewater laboratory services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee" basis, the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other

information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work

performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of

whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days

after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance

company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/~~Employer's~~ Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the

CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the

authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to

all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by

registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:

Harbor Branch Environmental Laboratories, Inc.
4155 St. John's Parkway, Suite 1300
Sanford, FL 32771-6391

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 29. SIGNATURE AUTHORITY. The Purchasing and Contract Manager shall have the authority to execute this Agreement on behalf of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

HARBOR BRANCH ENVIRONMENTAL
LABORATORIES, INC.

Secretary
(CORPORATE SEAL)

By: _____
CINDY CRAMER, President
Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance
of Seminole County only.

As authorized by Section 330.3,
Seminole County Administrative
Code.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/20/06
Rfp-4269-Secondary

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

EXHIBIT "A"

2

General Description of Services

Seminole County desires to obtain the services of a certified laboratory on a continuing basis to run chemical analysis of samples taken from, but not limited to, potable water, wastewater, surface water, groundwater, Stormwater, and industrial pretreatment discharge. The elements of the project should include, but not be limited to, the following:

1. Analyze samples according to current acceptable methodologies of EPA, FDEP and HRS. The necessary analytical work must be done by a State of Florida (HRS) Certified Lab. All analysis must be performed by the laboratory in their facilities, by their personnel. If analysis must be sent out, the subcontracted lab must be approved by the County. The laboratory must be able to detect all minimum detectable limits (MDL) stated within the applicable permit(s). The laboratory must provide documentation showing its ability to meet the MDL for each parameter required by the permit(s). The laboratory must immediately notify the County Representative whenever the laboratory is unable to perform the necessary test method due to NELAC Certification or any other reason. The County Representative will be notified immediately for any parameter analyzed out of its hold time. If a sample is analyzed out of its hold time at the fault of the laboratory, re-sampling of that parameter will be conducted at the laboratory's expense, if required by the County.
2. The County may request testing of an individual parameter within a set.
4. If any parameter exceeds the MCL, the same sample shall be retested for that parameter. If the retest confirms the original test, the County will pay for both tests. If the retest indicates compliance with the MCL, the County will pay for the retest only, but not for the original test. Any parameter which does exceed the MCL shall be clearly flagged on the report in a manner approved by the County and it will require immediate attention from the laboratory. The County must receive notification of any parameter that exceeds the MCL within eight (8) hours after the test. Notification shall be made by fax, phone call and e-mail message. The County will not be responsible for payment of any tests that are not specified on the Chain of Custody Form.
5. All communication and correspondence between the County and the laboratory shall be made by fax and phone. All telephone and fax messages shall be returned within two (2) hours of being received.
6. A list of the previous results for each parameter shall be supplied to the lab, and any parameter exceeding the previous results by twenty percent (20%) or more requires immediate notification of the Seminole County Water Department through the County Representative.
7. Samples must be retained by the laboratory in case re-analysis is required. If the laboratory does not perform all required analysis, the laboratory shall re-sample at the laboratory expense.
8. It is anticipated that routine sampling will be performed by County staff using County materials, with the samples being delivered to the laboratory. If special sampling or preservation techniques are required, the laboratory shall provide to County staff the

necessary materials for sampling, or the County may request that the laboratory perform the sampling. The laboratory must supply pick-up and delivery of samples and containers to comply with all holding times as required by FDEP and DOH regulations.

9. If the County requests the laboratory to do the sampling, the sampling shall be done within seventy-two (72) hours of the official request and notification (by phone or by fax) of intended sampling date shall be given.
10. If the lab performs the sampling (i.e. Stormwater), the lab will provide the following field information in addition to requested analysis: sample time, weather conditions, air temperature, cloud cover, water temperature, and wind direction. A copy of the field sheets/chain of custody must be included with the results.
11. The laboratory will report findings in an acceptable time frame, not to exceed ten (10) business days, with immediate notification of any parameters that exceed the MCL or fall outside of acceptable limits. All analytical results shall be reported within two (2) weeks after the time they were relinquished. Coliform analysis shall be reported within twenty-four (24) hours by fax with hard copy by hand delivery or mail within seventy-two (72) hours.
12. Reports and custody records must be on required forms accepted by EPA, FDEP, and HRS. If required by EPA, FDEP, or HRS that results are to be supplied on disk or electronically, the laboratory must supply the information, on disk, in the acceptable format. Results must reflect the same compound name as required by FDEP forms. Results must be in like format (i.e. ug/L for ug/L). All laboratory analytical reports prepared must comply with Rule 62-160.670, F.A.C. Wastewater samples should be analyzed using the approved method listed in 40 CFR 136. Also, in accordance with Rule 62-4.246, F.A.C., the control authority (owner) must ensure approved analytical methods that are used to achieve appropriate method detection limit (MDL) and practical quantitation limit (PQL) for determining compliance with parameter limits. Accordingly, you should refer to the table located at <http://ftp.dep.state.fl.us/pub/labs/assessment/guidance/mdlpql.pdf> to determine the correct analytical method, and appropriate MDL and PQL, for each pollutant. To ensure that the contracted laboratory can meet the necessary MDLs and PQLs, the owner shall request the documentation to support their claims for MDLs and PQLs.
13. The laboratory must provide cleaning reagents for sampling equipment if necessary.
14. The laboratory must be able to respond immediately, twenty-four (24) hours a day, under emergency conditions as identified by the County. This is to include immediate analysis under conditions of acute violations and imminent health risks.
15. Sampling and analysis of industrial pretreatment discharge must be in accordance with FDEP Standard Operating Procedures.
16. The laboratory must be available for sample delivery and pick-up Monday through Sunday with adequate notice from the County.
17. All samples must be analyzed at a laboratory located within fifty (50) miles of sample location. The County must approve any sample to be analyze or subcontracted to another laboratory outside the fifty (50) mile-radius.

Section 5 Price Proposal

PROJECT: WATER AND WASTEWATER LABORATORY SERVICES
COUNTY CONTRACT NO. RFP-4269-06/BJC

Name of Proposer: HARBOR BRANCH Environmental Laboratories, Inc.

Mailing Address: 4155 St. John's Parkway, Suite 1300

Street Address: Same

City/State/Zip: Sanford, Florida 32771-6391

Phone Number: (772) 465-2400, Ext. 390 407-322-4686

FAX Number: (772) 467-1584 407-322-4097

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, hereby proposes and agrees to perform the Work in strict conformity Contract Documents, including Addenda Nos. Addendum #1 3/14/06 through , on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

PRICE PROPOSAL FOR GROUP I:	\$ <u>12,519.00</u>	<u>12,324</u> — <u>13 3/29/06</u>
PRICE PROPOSAL FOR GROUP II:	\$ <u>8,866.00</u>	
PRICE PROPOSAL FOR GROUP III:	\$ <u>114,758.00</u>	SEE NON-METALIC PRIORITY POLLUTANTS
PRICE PROPOSAL FOR GROUP IV:	\$ <u>5,200.00</u>	
PRICE PROPOSAL FOR GROUP V:	\$ <u>100.00</u>	
PRICE PROPOSAL FOR GROUP VI:	\$ <u>160.00</u>	
PRICE PROPOSAL FOR GROUP VII:	\$ <u>125.00</u>	
PRICE PROPOSAL FOR GROUP VIII:	\$ <u>120.00</u>	
PRICE PROPOSAL FOR GROUP IX:	\$ <u>227.50</u>	
PRICE PROPOSAL FOR GROUP X:	\$ <u>105,477.00</u>	<u>22</u>

TOTAL PRICE PROPOSAL:

\$ 247,552.50 247,357.50 — (13) 3/29/06

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 27 day of March, 2006

HARBOR BRANCH Environmental Laboratories, Inc.

(Name of PROPOSER)

Cindy Ormer

(Printed name of person signing FORM)

Cindy Ormer
 (Signature of person signing FORM)

President

(Title)

Tests are categorized based on permit(s) requirements and groups may have some duplication of tests. Proposers are to include the costs of tests in all categories.

Item No.	Parameter	Annual Estimate d Quantity	Fee Per Set	Extended Cost
1	CBOD5	52	19.50	1014
2	TSS	52	12.50	650
3	pH	52	10.00	520
4	Fecal Coliform -- MF	52	17.50	910
5	Total Residual Chlorine	52	10.00	520
6	Total Nitrogen (as N)	52	35.00	1820
7	Total Phosphorus (as P)	52	20.00	1040
8	Chlorophyll a	52	25.00	1300
9	Total Ammonia (as N)	52	20.00	1040
10	Total Recoverable Beryllium	13	10.00	130
11	Total Recoverable Copper	13	10.00	130
12	Total Mercury	13	25.00	325
13	Total Recoverable Selenium	13	10.00	130
14	Total Silver	13	10.00	130
15	Total Cyanide (as CN)	13	35.00	455
16	Total Phenolic Compounds	13	45.00	585
17	Acenaphthylene -- (PAH)	13	125.00	1625
18	Benzo (a) anthracene	13	*	*
19	Benzo (a) pyrene	13	*	*
20	Benzo (ghi) perylene	13	*	*
21	Benzo (k) fluoranthene	13	*	*
22	Chrysene	13	*	*
23	Dibenzo (a,h) anthracene	13	*	*
24	Indeno (1,2,3-Cd) pyrene	13	*	*
25	Dichlorobromomethane	13	0	Included in volatiles price, page 14-3
26	Total Hardness (as CaCO3)	13	*	*
* Include in price above. TOTAL GROUP I				12,519.00

Item No.	Parameter	Annual Estimate d Quantity	Fee Per Set	Extended Cost
27	CBOD5	208	19.50	4056
28	TSS	156	12.50	1950
29	pH	52	10.00	520
30	Fecal Coliform -- MF	104	17.50	1820
31	Total Residual Chlorine	52	10.00	520
32	Total Nitrate (as N)	52	0	Included w/ - TKN & NO2/NO3
TOTAL GROUP II				8,866.00

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
33	pH	144	10.00	1440
34	Conductivity	144	10.00	1440
35	Color	144	10.00	1440
36	CBOD5	144	19.50	2808
37	TSS	144	12.50	1800
38	Total Phosphorus (as P)	144	20.00	2880
39	Total Ortho-Phosphorus (as P)	144	15.00	2160
40	Total Kjeldahl Nitrogen	144	20.00	2880
41	Ammonia Nitrogen (as N)	144	20.00	2880
42	Fecal Coliform - MF	144	17.50	2520
43	Chlorophyll a	60	25.00	1500
44	Copper	144	10.00	1440
45	Lead	144	12.50	1800
46	Zinc	144	10.00	1440
47	Mercury	144	25.00	3600
48	Cadmium	144	10.00	1440
49	Iron	144	10.00	1440
50	Nickel	144	10.00	1440
51	Silver	144	10.00	1440
52	Hardness	144	10.00	1440
53	Non-metallic priority pollutants	144	505.00	72720.00 !!!
54	(NO3+NO2) Nitrogen, Total as N	144	15.00	2160
55	SO4	48	12.50	600
56	S=	4	12.50	50.00
!! Item - #53 - Past history indicates only 12 to 16 test per year not exceeding \$9,000.00 annual total. (Includes acids, base neutrals, volatiles & pesticides.) Total Group III Does not include Dioxin.				114,758.00

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
57	Chloride (as Cl)	52	10.00	520
58	Fecal Coliform - MF	52	17.50	910
59	Total Nitrate (as N)	52	0	Included w/TKN & NO2/NO3
60	pH	52	10.00	520
61	Total Phosphorus (as P)	52	20.00	1040
62	Total TKN (as N)	52	20.00	1040
63	TDS	52	12.50	650
64	Turbidity	52	10.00	520
Total Group IV				5,200.00

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Item No.	Parameter	Fee Per Set
	Volatiles	
65	Acrolein	100.00
66	Acrylonitrile	*
67	Benzene	*
68	Bromoform	*
69	Carbon tetrachloride	*
70	Chlorobenzene	*
71	Chlorodibromomethane	*
72	Chloroethane	*
73	2-chloroethylvinyl ether	*
74	Chloroform	*
75	dichlorobromomethane	*
76	1,1-dichloroethane	*
77	1,2-dichloroethane	*
78	1,1-dichloroethylene	*
79	1,2-dichloropropane	*
80	1,3-dichloropropylene	*
81	Ethylbenzene	*
82	Methyl bromide	*
83	Methyl chloride	*
84	Methylene chloride	*
85	1,1,2,2-tetrachloroethane	*
86	Tetrachloroethylene	*
87	Toluene	*
88	1,2-trans-dichloroethylene	*
89	1,1,1-trichloroethane	*
90	1,1,2-trichloroethane	*
91	Trichloroethylene	*
92	Vinyl chloride	*
* Included in price above		
Total Group V		100.00

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Item No.	Parameter	Fee Per Set
	Acid Compounds	
93	2-chlorophenol	160.00
94	2,4-dichlorophenol	*
95	2,4-dimethylphenol	*
96	4,6-dinitro-o-cresol	*
97	2,4-dinitrophenol	*
98	2-nitrophenol	*
99	4-nitrophenol	*
100	p-chloro-m-cresol	*
101	Pentachlorophenol	*
102	Phenol	*
103	2,4,6-trichlorophenol	*
* Include in price above.		
Total Group VI		160.00

Item No.	Parameter	Fee Per Set
	Base/Neutral	125.00
104	Acenaphthene	*
105	Acenaphthylene	*
106	Anthracene	*
107	Benzidine	*
108	Benzo(a)anthracene	*
109	Benzo(a)pyrene	*
110	3,4-benzofluoranthene	*
111	Bis(2-chloroethoxy)methane	*
112	Bis(2-chloroethyl)ether	*
113	Bis(2-chloroisopropyl)ether	*
114	Bis(2-ethylhexyl)phthalate	*
115	4-bromophenyl ether	*
116	Butylbenzyl phthalate	*
117	2-chloronaphthalene	*
118	4-chlorophenyl phenyl ether	*
119	Chrysene	*
120	Dibenzo(a,h)anthracene	*
121	1,2-dichlorobenzene	*
122	1,3-dichlorobenzene	*
123	1,4-dichlorobenzene	*
124	3,3'-dichlorobenzidine	*
125	Diethyl phthalate	*

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Item No.	Parameter	Fee Per Set
Cont.	Base/Neutral	
126	Dimethyl phthalate	*
127	di-n-butyl phthalate	*
128	2,4-dinitrotoluene	*
129	2,6-dinitrotoluene	*
130	di-n-octyl phthalate	*
131	1,2-diphenylhydrazine (as azobenzene)	*
132	Fluoranthene	*
133	fluorene	*
134	Hexachlorobenzene	*
135	Hexachlorobutadiene	*
136	Hexachlorocyclopentadiene	*
137	Hexachloroethane	*
138	Indeno(1,2,3-cd)pyrene	*
139	Isophorone	*
140	Naphthalene	*
141	Nitrobenzene	*
142	N-nitrosodimethylamine	*
143	N-nitrosodi-n-propylamine	*
144	N-nitrosodiphenylamine	*
145	Phenanthrene	*
146	Pyrene	*
147	1,2,4-trichlorobenzene	*
* Included in price above.		
Total Group VII		125.00

Item No.	Parameter	Fee Per Set
	Pesticides	
		120.00
148	Aldrin	*
149	Alpha-BHC	*
150	Beta-BHC	*
151	Gamma-BHC	*
152	Delta-BHC	*
153	Chlordane	*
154	4,4'-DDT	*
155	4,4'-DDE	*
156	4,4'-DDD	*

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Item No.	Parameter	Fee Per Set
Cont.	Pesticides	
157	Dieldrin	*
158	Alpha-endosulfan	*
159	Beta-endosulfan	*
160	Endosulfan sulfate	*
161	Endrin	*
162	Endrin aldehyde	*
163	Heptachlor	*
164	Heptachlor epoxide	*
165	PCB-1242	*
166	PCB-1254	*
167	PCB-1221	*
168	PCB-1232	*
169	PCB-1248	*
170	PCB-1260	*
171	PCB-1016	*
172	Toxaphene	*
* Included in price above. Total Group VIII		120.00

Item No.	Parameter	Fee Per Set
	Table III Other Toxic Pollutants	
173	Antimony, Total	10.00
174	Arsenic, Total	10.00
175	Beryllium, Total	10.00
176	Cadmium, Total	10.00
177	Chromium, Total	10.00
178	Copper, Total	10.00
179	Lead, Total	12.50
180	Mercury, Total	25.00
181	Nickel, Total	10.00
182	Selenium, Total	10.00
183	Silver, Total	10.00
184	Thallium, Total	10.00
185	Zinc, Total	10.00
186	Cyanide, Total	35.00
187	Phenols, Total	45.00
Total Group IX		227.50

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

Water Samples

Item No.	Parameter	Annual Estimated Quantity	Fee Per Set	Extended Cost
188	Primary Inorganics	16 per 3 yrs.	185.00	2960
189	Secondary Inorganics	16 per 3 yrs.	150.00	2400
190	Volatile Organic Contaminants	88	85.00	7480
191	Synthetic Organic Contaminants	25	725.00	18125
192	Gross Alpha	16	55.00	880
193	Radium 226/228	16 per 9 yrs.	200.00	1800
194	THM	84	45.00	3780
195	HAA5	46	125.00	5750
196	THM Potential	46	100.00	4600
197	Nitrite/Nitrate	30	20.00	600.00
198	Lead & Copper Rule	100	25.00	2500
199	EPA 1631 Hg	13	100.00	1300
200	Total Hardness	25	15.00	375
201	Chloride	24	10.00	240
202	Color	10	15.00	150
203	Hardness	25	15.00	375
204	Total Coliform - Coli-ert	3600	12.50	45000
205	Fecal Coliform - MF	100	17.50	1750
206	TDS	56	12.50	700
207	Sodium	68	9.00	612
208	Sulfate	56	12.50	700
209	pH	68	10.00	680
210	Temperature	68	10.00	680
211	Specific Conductance	68	10.00	680
212	Arsenic	56	10.00	560
213	Calcium	16	10.00	160
214	Bicarbonate	16	10.00	160
215	Potassium	16	10.00	160
216	Magnesium	16	10.00	160
217	Uranium 200.7 / 6010	16	10.00	160
Total Group X				105,477.00

Proposer Name: HARBOR BRANCH Environmental Laboratories, Inc.

ORGANICS

Environmental Analysis Methods

	<u>Water</u>
8011 EDB	55.00
608/8081/8082 Pesticides and PCB's	180.00
8081 Pesticides only	100.00
8082 PCB's only	80.00
610/8310 PAHs by solvent extraction and HPLC	150.00
614 / 8141 Organophosphorous Pesticides by GC	175.00
615 / 8151 Chlorinated Herbicides by GC	250.00
624 / 8260 Purgeables by GC/MS	195.00
624 / 8260 GC/MS Library Search (volatiles)	100.00
625 / 8270 Acids/Base-Neutrals by GC/MS	375.00
625 / 8270 Base-Neutrals by GC/MS	225.00
625 / 8270 Acid extractables by GC/MS	150.00
625 / 8270 GC/MS Library Search (semivolatiles)	100.00
625 / 8270 Polynuclear Aromatic Hydrocarbons by GC/MS	150.00
PCB congener screen and confirmation(soil or water)	600.00
Organo Tin(mono, di and tri-butyl tin) soil or water	500.00
Organno Tin (mono, di and tri-butyl tin) TISSUE	600.00
631 Benomyl	140.00
FI-Pro Florida- PRO	150.00

Drinking Water Analysis Methods

524.2 THM by GC/MS	85.00
510.1 THM potential	100.00
504 EDB, DBCP	55.00
505 Chlorinated Pesticides and PCBs by microextraction and GC	150.00
508 Chlorinated Pesticides and PCBs by GC/ECD	150.00
515 Chlorinated Herbicides	150.00
524.2 Volatile Organics by purge & trap GC/MS	175.00
525/ 625 Semivolatile Organics by GC/MS	325.00
531.1 Methylcarbamates by HPLC	150.00
547 Glyphosate by HPLC	150.00
548 Endothall by GC/ECD	150.00
549 Diquat and Paraquat by HPLC	150.00
550 PAHs by HPLC	150.00
551 Chlorinated Disinfection Byproducts by GC	150.00
552 Haloacetic Acids by GC	175.00

METALS

AA/Furnace or Flame, each metal	25.00
ICP, each metal	15.00
Chromium, hexavalent (Cr+6)	30.00
Mercury, cold vapor	35.00
RCRA Regulations (8 metals)	
(As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	140.00
Lead and Copper Rule	30.00

00101

WET CHEMISTRY

Parameters	
Acidity	15.00
Alkalinity	
- Bicarbonate	15.00
- Carbonate	15.00
- Phenolphthalein	15.00
- Total	15.00
BOD, Biochemical Oxygen Demand, 5-Day	35.00
BOD, Biochemical Oxygen Demand, 20-Day	50.00
Bromide	15.00
Bromate, Chlorate, and Chlorite	25.00 ea.
Chloride	15.00
Chlorine Residual	15.00
Chlorophyll a	30.00
CBOD	35.00
COD, Chemical Oxygen Demand	30.00
Color (APHA)	15.00
Conductivity	15.00
Fluoride	15.00
Foaming Agents (MBAS)	35.00
Hardness, Total	15.00
Calcium Hardness	20.00
Hardness, Carbonate & Bicarbonate	30.00
Corrosivity/Langlier Index (Alkalinity, TDS, temp, pH, pHs, Ca)	60.00
Nitrate-Nitrite, NOX	15.00
Nitrate	15.00
Nitrite	15.00
Nitrogen, Ammonia	25.00
Nitrogen-Ammonium	40.00
Total Organic Nitrogen(TKN, NH3)	60.00
Nitrogen, Total (TKN, NOX)	50.00
Nitrogen, Total Kjeldahl	35.00
Odor	20.00
Oil & Grease (Gravimetric)	150.00
Oil & Grease by IR*	150.00
Oxygen, Dissolved	10.00
pH	10.00
Phosphate, Ortho (field filtered)	15.00
Phosphorous, Total	20.00
Salinity	15.00
Silica	20.00
Sulfate	15.00
Total Cyanide	45.00
Total Sulfide	25.00
Total Recoverable Petroleum Hydrocarbons by IR*	150.00
Total Organic Carbon in water	30.00
Total Phenolics	45.00
Turbidity	15.00
Chlorine Meter Calibration	50.00 ea
Gel Standards	50.00 ea

SOLIDS

Parameters

Moisture Content, % water	
Total Solids, % Solids	17.50
Total Dissolved	17.50
Total Settleable	17.50
Total Volatile	17.50
Volatile Suspended	17.50
Total Suspended	17.50

BACTERIOLOGY

Weekend & Holiday Samples are Standard Price x 2.

Total Coliform, Fecal Coliform, membrane filter	30.00
Total Coliform, Presence/Absence (potable water)	30.00
Fecal Coliform, MPN	55.00
Multiple Tube Fermentation	55.00
Total Bacteria, Heterotrophic Plate (per temp)	
- standard plate count agar	30.00
- R2A agar, membrane filter	40.00

RADIOLOGICAL

Gross Alpha	60.00
Gross Alpha/Beta	Inquire
Radium 226	110.00
Radium 228	125.00
Strontium 90	125.00

TOXICITY CHARACTERISTIC LEACHING PROCEDURES (TCLP)

Parameters	
TCLP Extraction, Non-Volatile (EPA 1311)	100.00
TCLP Extraction, Zero Headspace (ZHE) (EPA 1311)	100.00
TCLP Acid & Base Neutral Extractables	375.00
TCLP Chlorinated Herbicides	250.00
TCLP Chlorinated Pesticides	100.00
TCLP Metals	140.00
TCLP Volatile Organics	195.00

REGULATIONS - GROUP PRICING**National Pollutant Discharge Elimination System (NPDES) 40 CFR Part 122**

503 Sludges	280.00
Form 2C - Item V - Part A (BOD, COD, TOC, TSS, NH3-N, pH)	130.00
Form 2C - Item V - Part B Conventional and Non-conventional (Table IV)	350.00
Form 2C - Item V - Part C (Inorganic) Inorganic Toxic or Priority Pollutants: Metals/Cyanide/Phenols	305.00
Form 2C - Item V - Part C (Organic) Organic Priority Pollutants: Base-Neutrals/Acids/Volatiles/Pesticides/PCBs	760.00
Total Toxic Organics: Base-Neutrals/Acids/Volatiles/Pesticides/PCBs/Dioxin	1345.00
503 SLUDGE	280.00
Ignitability	30.00
Solid Waste Regulations	
Appendix II (Full List)	1700.00
Appendix I (VOCs, EDB, Metals)	475.00

00104



H A R B O R B R A N C H
**ENVIRONMENTAL
LABORATORIES, INC.**

Price Schedule of Quality Analytical Services and Standard Operational Procedures

Visit our Web Site: WWW.HBEL.COM

RFP – 4269-06/BJC
Water and Wastewater Laboratory Services

Seminole County, Betsy J. Cohen, CPPB, Purchasing Supervisor
1102 E. 1st Street, Room 3208
Sanford, Florida 32771

407-665-7112

5600 U.S. 1 North
Fort Pierce, Florida 34946
Phone: (772) 465-2400 ext. 285
Fax: (772) 467-1584

2006 Schedule of Fees

<p>Proprietary Information Disclosure Must Be Authorized By Harbor Branch Environmental Laboratory</p>
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Submitting Samples to HBEL

To better serve you, call or fax your project's analytical requirements to our laboratory several days in advance. This will help us be sure that your project will be efficiently tracked through our laboratory and ensure that needed detection limits and regulations are satisfied. **When discussing specific project requirements with your project manager, be sure to specify the following:**

- Project name and number
- Required due date or turn-around time (working days)
- Client's project manager
- Regulatory requirements
- Number of samples and time frame
- Matrices involved
- Parameters required or possibly required
- Date you need sample kit; please indicate pick-up or HBEL delivery
- Number of equipment, field, and trip blanks
- Rental equipment
- Level of quality assurance data you need reported
- Report and invoice recipient if different from client's project manager
- Number of custody seals if desired
- Any potential sample safety hazards (flammable, toxic, etc.)

Rush Fees

1 to 2 working days Standard Price x 2.0
3 to 5 working days Inquire

Expanded Deliverables

CLP Standard Price x 2.0
ASCII diskettes Inquire
Data Charting Inquire
Chromatographs Inquire
Sample specific QC Inquire
EPA expanded deliverables Inquire

Other Services

Field services \$50.00 per hour, portal to portal
Courier pick-up \$35.00 per pickup

Sample Kit Preparation:

(Sample kits requested with less than a (24) twenty-four-hour notice may be subjected to additional rush fees.)

Short Holds Schedule: Monday through Thursday all short hold samples must arrive at HBEL no later than 4:00 P.M. Friday all short hold samples must arrive no later than noon. If the Friday 48-hour hold time samples arrive after 2:00 P.M., Standard Price x 2.0 will be assessed to each sample.

TAT's: Normal turn-around time for receiving analytical results is (10) ten business days. Anything less than (10) ten business days must inquire to schedule, and additional charges will be assessed.

Weekends and Holidays: Sample analysis needing to be run on Weekends or Holidays will be at the rate of Standard Price x 2.0 per sample.

HBEL requires establishing an account before execution of the scope of services. HBEL's payment schedule is Net 30-days, invoices due over 30-Days will be assessed late fees and interest charges. Please provide credit references. You may reserve our services by providing your credit information to Betty Camp of our accounting office by calling (772) 465-2400, extension 472.

X _____
Signature: _____ Title: _____ Date: _____
(Signed by the Accounts Payable Administrator or Officer of the Company)

SS or FIN (Social Security number or Federal I.D. number must be provided.)

(Purchase Order Number or a signed Order Acknowledgement form is required in order for HBEL to begin analysis.)

This pricing structure is valid for a period of (90) ninety days from date above.

Respectfully Submitted,



Kathleen Cooney, Sales Representative



HARBOR BRANCH
**ENVIRONMENTAL
LABORATORIES, INC.**

5600 U.S. 1 North, Fort Pierce, FL 34946
Phone: (772) 465-2400, Ext. 285 Fax: (772) 467-584

EXCEPTIONS TO INSTRUCTIONS OR CONDITIONS:

(*) – Means that the price is included in the above price.

The enclosed disk contains HARBOR BRANCH Environmental Laboratories, Inc. – QA Manual. A hard copy is available upon request.

Page 14-2 – Item #53 – Past history indicates only 12 to 16 tests per year not exceeding \$9000.00 annual total. The Non-metallic Priority Pollutants include acids, base neutrals, volatiles and pesticides. Does not include Dioxin.





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SUBCONTRACT LABORATORY LIST

KNL Laboratory Services
2742 North Florida Avenue
Tampa, FL. 33601
Phone: 813-229-2879

Radium 226 / 228

Jupiter Environmental Laboratories, Inc.
150 South Old Dixie Hwy
Jupiter, FL. 33458
Phone: 561-575-0030

EPA 1631 Hg.

See attached NELAC Certification and Analyte Sheets.

STATE EXEMPTION NUMBERS FLORIDA SALES: 69-11-033995-53C FEDERAL SALES/USE: 59-74-0013K
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Board of County Commissioners
 Seminole County, Florida
ORDER

Page 1


ORDER NUMBER:

**NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.**

ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
DATE	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY	
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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<div data-bbox="406 1230 1039 1575">  </div>					

REQUESTING DEPARTMENT	TOTAL AMOUNT
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THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS