

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 2

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
01/08/18	Lab Testing Services	18-026	01/23/2018 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The below clarifications are issued identifying the following responses to written submitted questions.

1) Could you please let us know how the monetary amount of work that has been awarded each of the last two years?

RESPONSE: Last year had an approximate expenditure of \$40,000 for outside lab testing. Staff anticipates that the current year will range between \$50,000 - \$70,000.

2) Who is the incumbent for this project?

RESPONSE: 1) Florida Spectrum, 2) MWH Laboratories, and 3) Southern Analytical Laboratories. See ATTACHMENTS for additional information.

3) Where might we find the Compensation Schedule? It is not included in the RFP.

RESPONSE: We did not include a cost schedule due to the variations in service that each vendor may provide. The cost proposal will be specific and developed by each vendor.

4) I did not see any type of pricing form included in your documents.

RESPONSE: See above response.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

5) I did not see any volumes nor specific services requested, other than Cryptosporidium/ Giardia. Can these be provided if additional services (parameters, methods numbers, volume of samples, etcetera).

RESPONSE: Below is a list of parameters that we request lab services for on an annual basis; this list is representative and not all inclusive. In reference to method numbers, we require that the contract lab adhere to approved methods under the Florida Department of Health Environmental Laboratory Certification Program.

100-200 samples / year (potable / non-potable)

Alkalinity, Total as CaCO₃
Arsenic
Chloride
Fluoride
Iron
Orthophosphate
Sodium
Sulfate
Solids, Total Dissolved (TDS)
Total Kjeldahl Nitrogen (TKN)
Total Organic Carbon (TOC)
Total Phosphorus
TTHM

<100 samples / year (potable / non-potable)

Ammonia
Cadmium
Chromium
Lead
Nitrate
pH
Semi-volatile Organics (SOC)
Specific Conductance
Turbidity

<5 samples / year (potable / non-potable)

Cryptosporidium
Enterococcus
Giardia
MBAS
Metals
Nitrogen, Nitrite

IMPORTANT MESSAGE

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Nitrogen, Nitrite plus Nitrate
Oil & Grease
Radionuclides
Use Test
Volatile Organics (VOC)
Whole Effluent Toxicity

Sludge (<10 samples / year)

% Total Solids
Fecal Coliform
Metals
Nitrate
TKN
Total Nitrogen
Total Phosphorus

Back-up for in-house lab (i.e. equipment failure)

CBOD
Coliform, Fecal
Coliform, Total
Solids, Total Suspended (TSS)

6) Can the last two Proficiency test results be submitted only on the electronic copy in an effort to save paper?

RESPONSE: Yes.

ATTACHMENTS

**Exhibit A - Florida Spectrum
Exhibit B - MWH Laboratories
Exhibit C - Southern Analytical Laboratories**

IMPORTANT MESSAGE

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CITY OF NAPLES, FLORIDA

**AGREEMENT
(PROFESSIONAL SERVICES)**

Bid/Proposal No. RFP 011-12

Contract No. 1a-00001

Project Name Laboratory Testing Services for the Utilities Department

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Florida Spectrum Environmental Services, Inc., a Florida corporation located at 1460 W. McNab Road, Ft. Lauderdale, Florida 33309.**

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **laboratory testing services for the City of Naples Utilities Department**, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for a **period of two years, with the City's option to renew for two one-year renewal periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$60,000.00 per project or assignment** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement.**

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as

directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

**City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Florida Spectrum Environmental Services, Inc.
1460 W. McNab Road
Ft. Lauderdale, Florida 33309
Attention: Katherine Kutil, Account Executive

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Jessica K. Loeckley for
Tara A. Norman, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR: FL Spectrum Env. Services, Inc.

Kathleen Coia
Witness

By: Gerald G. Wolff
Its CEO

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below, attached and made part of this Exhibit A.

It is imperative that the City of Naples be prepared for all sampling events the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) currently require and what they may require in the future.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified Laboratories, on an as needed basis, for a two-year period, with the City's option to renew for two additional one-year periods, to provide environmental testing services. Laboratories may use subcontracted labs to perform the services. All test results will be TNI certified.

Those services would include:

- Lab analyses with accurate results and chain of custody.
 - Provide coolers and sample containers.
 - 24 hour turnaround time, if necessary, for lab analysis.
 - Electronic Data reporting & invoicing.
 - No charges for custom reporting.
- Subcontractors that provide exclusive services (eg.- Crypto Sporidium / Giardia testing).

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows:

SAMPLING RATES

Sampling Rates	Rates
Sampling Labor Rate (per hour)	\$75.00
Mileage (When applicable by special quote)	\$0.55
Compositer Rental per 24 hr day <i>Price includes all labor for setup and next day sample pickup</i>	\$275.00
Organic Vapor Analyzer Rental per 24 hr day	\$375.00
Bailers	\$15.00

EXPEDITED SERVICES & SPECIAL DELIVERABLES

Expedited Analytical Service	Factor x Price
Same Day, <10 Hrs (200% Surcharge)	3.00
1 Day (24 Hours) (100% Surcharge)	2.00
2 Days (48 Hours) (75% Surcharge)	1.75
3 Days (72 Hours) (50% Surcharge)	1.50
4 Days (96 Hours) (25% Surcharge)	1.25
5 - 7 Days Standard TAT	1.00

Call your personal Client Service Manager ahead of time to reserve your expedited work with a RUSH RESERVATION NUMBER

Special Reports	Price
Customer Report Format	Quoted
Electronic Deliverables	Quoted
QA/QC Summary Report including... Blank, LCS Recovery, MSPK-DUP, % Recovery & RPD-Precision, Surrogates, Completeness, Acceptance Criteria as per published EPA Methodologies, QC Physical File Numbers...	15% Surcharge
Quality Assurance Data Request after report	20% Surcharge

Technical Support	Price
Technician (software support, test selection, archive retrieval, etc.)	\$80.00 per Hr
Research (method development, literature search, forensic)	\$175.00 per Hr
Expert Witness Testimony	\$225.00 per Hr

Metals

METAL	WATER MATRIX	COST	SOIL, SOLIDS, OILS, & WASTES	COST
Aluminum (Al)	200.7/ 200.8	\$10.00	6010	\$15.00
Antimony (Sb)	200.7/ 200.8	\$10.00	6010	\$15.00
Arsenic (As)	200.7/ 200.8	\$10.00	6010	\$15.00
Barium (Ba)	200.7/ 200.8	\$10.00	6010	\$15.00
Beryllium (Be)	200.7/ 200.8	\$10.00	6010	\$15.00
Bismuth (Bi)	FSE-ICP/ICP-AES	\$10.00	6010	\$34.00
Boron (B)	200.7/200.8	\$10.00	6010	\$15.00
Cadmium (Cd)	200.7/ 200.8	\$10.00	6010	\$15.00
Calcium (Ca)	200.7/ 200.8	\$10.00	6010	\$15.00
Chromium (Cr)	200.7/ 200.8	\$10.00	6010	\$15.00
Cobalt (Co)	200.7/ 200.8	\$10.00	6010	\$15.00
Copper (Cu)	200.7/ 200.8	\$10.00	6010	\$15.00
Gold (Au)	200.7/ 200.8	\$50.00	6010	\$65.00
Iron (Fe)	200.7/ 200.8	\$10.00	6010	\$15.00
Lead (Pb)	200.7/ 200.8	\$10.00	6010	\$15.00
Lithium (Li)	200.7	\$10.00	6010	\$15.00
Magnesium (Mg)	200.7/ 200.8	\$10.00	6010	\$15.00
Manganese (Mn)	200.7/ 200.8	\$10.00	6010	\$15.00
Mercury (Hg)	245.1	\$23.00	7471	\$26.00
Molybdenum (Mo)	200.7/ 200.8	\$10.00	6010	\$15.00
Nickel (Ni)	200.7/ 200.8	\$10.00	6010	\$15.00
Palladium (Pd)	200.7/ 200.8	\$50.00	6010	\$65.00
Platinum (Pt)	200.7/ 200.8	\$50.00	6010	\$65.00
Potassium (K)	200.7/ 200.8	\$10.00	6010	\$15.00
Selenium (Se)	200.7/ 200.8	\$10.00	6010	\$15.00
Silicon (Si)	200.7	\$13.00	6010	\$19.00
Silver (Ag)	200.7/ 200.8	\$10.00	6010	\$15.00
Sodium (Na)	200.7/ 200.8	\$10.00	6010	\$15.00
Strontium (Sr)	200.7/ 200.8	\$10.00	6010	\$15.00
Sulfur (Total)	200.7	\$40.00	6010	\$60.00
Thallium (Tl)	200.7/ 200.8	\$10.00	6010	\$15.00
Thorium (Th)	200.8	\$10.00	-	NC
Tin (Sn)	200.7/ 200.8	\$10.00	6010	\$15.00
Titanium (Ti)	200.7/ 200.8	\$10.00	6010	\$15.00
Uranium (U)	200.8	\$27.00	6010	\$75.00
Vanadium (V)	200.7/ 200.8	\$10.00	6010	\$15.00
Zinc (Zn)	200.7/ 200.8	\$10.00	6010	\$15.00

***Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.**

All prices include digestion/ extraction except for seawater (\$65 surcharge) & TCLP (\$50 Extraction).

Ask your Sales representative and or Client Service Manager for assistance with Special Request metals not listed above.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

INORGANIC CONSTITUENTS AND PROPERTIES

Inorganic Constituent	Water Matrix	Cost	Soils, Solids, Oils, Waste Matrix	Cost
Acidity	305.1	\$22.00	-	-
Acids, % and Type	Combined	\$45.00	Combined	\$60.00
Alkalinity (CaCO3)	310.1	\$10.00	-	-
Asbestos (Sub)	15-550.310TEM	\$275.00	Bulk	\$100.00
Biochemical Oxygen Demand (BOD-5)	405.1	\$24.00	-	-
Bromide	300	\$10.00	9056	\$36.00
Bromate, Chlorate, Chlorite	300.1	\$50.00	-	-
BTU (Pair Bomb.) (Sub)	ASTM	\$157.00	ASTM	\$225.00
Carbon, Total Organic (TOC)	SM5310C	\$16.00	9060 (Sub)	\$68.00
CBOD	SM5210B	\$24.00	-	-
Carbon Dioxide (CO2)	310.1	\$20.00	-	-
Chemical Oxygen Demand	410.4	\$12.00	-	\$42.00
Chloride	300 & SM4500	\$10.00	9056	\$36.00
Chloride in concrete			N/A	\$75.00
Chlorine, Residual	330.4	\$21.00	-	-
Chlorine Demand	SM 2350B	\$215.00	-	-
Chlorophyll A	SM10200	\$35.00		
Chromium Hexavalent (Savannah Lab)	SM 3500-Cr B (20th/21st Ed.)/UV-VIS	\$25.00	7196 (Sub)	\$73.00
Coliform Fecal	SM9222D	\$20.00	-	-
Coliform, Total	SM9222B	\$20.00	-	-
Color	SM2120B	\$12.00	N/A	\$28.00
Conductivity	120.1	\$6.00	9050	-
Corrosivity (RCRA)	-	\$18.00	9040	\$18.00
Cyanide, Total	SM 4500CN-E	\$27.00	9012	\$84.00
Flashpoint (PMCC) (Ignitability)	EPA 1010	\$20.00	EPA 1010	\$20.00
Fluoride	300	\$10.00	9056	\$18.00
Gross Alpha (sub)	900.1	\$105.00	-	-
Gross Alpha (High Solids) (sub)	900.1	\$165.00	-	-
Gross Beta (sub)	900	\$105.00	-	-
Halogens, Total	325.3 (MOD)	\$80.00	FSE-TOX/TITR	\$32.00
Halogens, Organic (TOX)	325.3 (MOD)	\$80.00	5050/9056	\$32.00
Hardness, Total (calc.)	200.7	\$10.00	-	-
Hardness, Calcium	200.7	\$10.00	-	-
Hydrocarbons, SGT-HEM (TRPH)	1664A	\$38.00	FSE-OG-TRPH/GRAV	\$40.00
Hydrogen Sulfide	376.2	\$40.00	9030	\$52.00
Karl Fisher Water	-		D6304	\$180.00
Lab Filtration	-	\$10.00	-	-
Langlier Index	SM2330B	\$68.00	-	-
MBAS (SURFACTANTS)	425.1/ SM5540C	\$26.00	-	-
Nitrate (NO3)	300 & SM4500	\$10.00	9056	\$16.00
Nitrite (NO2)	300 & SM4500	\$10.00	9056	\$16.00
Nitrogen (Ammonia) (NH3)	350.1	\$12.00	350.1	\$15.00
Nitrogen (Kjedahl) (TKN)	351.2	\$14.00	351.2	\$14.00
Nitrogen (Total Organic)	351.2	\$22.00	TKN minus AMMONIA	-
Nitrogen (Total)	300 + 351 Combined	\$26.00	TKN + Total nitrate-nitrite	\$26.00
Odor	SM2150B	\$10.00	-	-
Oil & Grease, HEM	1664A	\$38.00	9071	\$40.00
Oxygen Dissolved	360.1	\$21.00	-	-
Paint Filter Liquids Test	-	-	9095	\$52.00
Percent Solids	S160.3	\$10.00	SM2540G	\$10.00
Percent Liquids	-	-	S160.3	\$12.00
Percent Water	-	-	Karl Fischer	\$180.00
pH	150.1	\$6.00	9040	\$8.00
Phenols	420.2/420.4	\$20.00	9066	\$26.00

INORGANIC CONSTITUENTS AND PROPERTIES

Inorganic Constituent	Water Matrix	Cost	Soils, Solids, Oils, Waste Matrix	Cost
Phosphorus, O-	300/365.1/365.2	\$10.00	9056	-
Phosphorus, Total	365.4	\$15.00	365.4	-
Phosphorus, Total (low level)	365.1	\$20.00	-	-
Radium 226 (sub)	903	\$160.00	-	-
Radium 228 (sub)	904	\$160.00	-	-
Reactivity (SW846)	40 CFR 261.23	\$145.00	40 CFR 261.23	\$157.00
Residue, Total Filterable (TDS)	160.1/ SM2540C	\$10.00	-	-
Residue, Non-Filterable (TSS)	160.2/ SM2540D	\$10.00	-	-
Residue, Total	160.3	\$10.00	SM2540G	\$21.00
Residue, Volatile	SM2540E/G	\$18.00	-	-
Salinity	SM210B	\$21.00	-	-
Silica	370.1	\$12.00	-	-
Specific Gravity (Density)	SM213E	\$9.00	SM213E	\$10.00
Sulfate (SO ₄)	300 & SM4500	\$10.00	9056	\$25.00
Sulfide	376.1/376.2/ SM4500-S F	\$18.00	9030	\$130.00
Temperature	170.1	\$7.00	-	-
Turbidity	180.1	\$9.00	-	-
UV254	SM5910B	\$60.00	-	-
Viscosity (Single Temperature)	ASTM D88	\$73.50	ASTM D88	\$78.00

***Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.**

All prices include digestion/extraction except for seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metals in soil matrix price). Ask your Sales representative and or Client Service Manager for assistance with special request Methods not listed.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

Organic Analysis (GC-GC/MS)

Methodology	Drinking Water		Non-Potable Water		Soils, Solids, Oils, & Waste Matrix	
		Cost		Cost		Cost
Purgeable Halocarbons	-	-	8260 VOH	\$46.00	8260 VOH	\$48.00
Purgeable Aromatics + MTBE	-	-	8260 VOA	\$40.00	8260 VOA	\$45.00
Purgeable Organics + MTBE by GC/MS	524.2	\$85.00	624/8260 Full	\$85.00	8260 Full	\$90.00
THMs Only	524.2	\$45.00	-	\$45.00	-	-
Library Search	-	-	8260LS	\$100.00	8260LS	\$100.00
EDB, DBCP	504.1	\$42.00	8011	\$42.00	8011	\$94.00
Organochlorine Pesticides	508	\$90.00	608	\$90.00	8081	\$95.00
PCBs (Only)	508A	\$45.00	608	\$45.00	8082	\$50.00
Nitrogen, Phosphorus & Triazine Pesticides	507	\$178.00	619	\$178.00		
Organophosphorus Pesticides	-	-	614 (8270)	\$95.00	8141 (8270)	\$100.00
Chlorophenoxy Herbicides	515.1	\$110.00	615	\$110.00	8151	\$120.00
Carbamate Pesticides	531.1	\$105.00	-	-	8318	\$315.00
Glyphosate	547	\$90.00	-	-	-	-
Endothal	548	\$110.00	-	-	-	-
Diquat/Paraquat	549	\$157.00	-	-	-	-
Acylamide	8316	\$300.00	-	-	8316	\$ 300.00
Epichlorohydrin	8260	\$100.00	-	-	8260	\$ 100.00
Haloacetic Nitriles (HAN's)	551.1	\$95.00	-	-	-	-
Haloacetic Acids (HAA's)	552.2	\$105.00	-	-	-	-
Florida-Petroleum Residual Organics	-	-	FL-PRO	\$60.00	FL-PRO	\$65.00
Phenols	-	-	604** (8270)	\$70.00	8040** (8270)	\$80.00
Benzidines	-	-	605** (8270)	\$70.00	8050** (8270)	\$80.00
Phthalate Esters	-	-	606** (8270)	\$70.00	8060** (8270)	\$80.00
Nitrosamines	-	-	607** (8270)	\$70.00	8070** (8270)	\$80.00
Nitroaromatics & Isopharone	-	-	609** (8270)	\$70.00	8090** (8270)	\$80.00
Polynuclear Aromatic Hydrocarbons (PAH)	-	-	610** (8270)	\$70.00	8310** (8270)	\$80.00
Haloethers	-	-	611** (8270)	\$70.00	8110** (8270)	\$80.00
Chlorinated Hydrocarbons	-	-	612** (8270)	\$70.00	8120** (8270)	\$80.00
Semi-Volatile Extractable Compounds	525	\$175.00	625/8270 Full	\$175.00	8270 Full	\$195.00
Library Search	-	-	8270LS	\$100.00	8270LS	\$100.00
Methodology				Drinking Water Cost	Non-Potable Water Cost	Soils, Solids, Oils, & Waste Matrix Cost
Speciation of Hydrocarbons	C5-C40 Specification derived from PAH, PRO & Volatile Organic Compound Data				\$441.00	\$472.00
Petroleum Fingerprint	8015H-Modified			\$220.00	\$220.00	\$220.00
Caffeine in Surface & Groundwater (NEW)	SOP 2004-0-125 Special Research Developed Method			\$315.00	\$315.00	\$315.00

*Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.

**Florida Environmental normally uses EPA 625/8270 method to analyze for rare "600 & 8000 series" methods.

All prices include digestion/extraction except for...Seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metal in soil matrix price). Ask your Sales Rep. and/or Client Services Manager for assistance with special request Methods not listed above.

COMMONLY REQUESTED PROFILES

Designate profile name on chain of custody for best pricing and convenience.

Package Name	Description of Package	Cost of Analysis	
		Water	Soil
RCRA 8 Metals	Ag, As, Ba, Cd, Cr, Hg, Pb, Se	\$93.00	\$131.00
Priority Pollutant Metals	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn	\$143.00	\$206.00
ECR II Profile	Chloride, Total Hardness, pH, Conductivity, Nitrate Color, Ca, Fe, TDS	\$84.00	-
V.A./F.H.A./H.U.D. Water Potability Profile	pH, TDS, Hardness, Turbidity, Cu, Pb, Fe, As NO ₃ , FL-, Coliform, NO ₂ , Cl, Br, ophosphate, sulfate	\$165.00	-
Dade Non-Community Drinking Water Profile	Color, pH, As, Cd, Cu, Cr, Pb, Hg, Se, Ag, TDS, Odor, Ba, Fe, Mn, Na, Zn, CN-, F-, SO ₄ , Phenols, MBAS, NO ₃ , Turbidity, CL-EPA 504, 508, 515, 524.2, 525	\$805.00	-
TAL List-Inorganics/Metals	Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Mg, Mn, Hg, Ni, k, Se, Na, Ti, V, Zn, CN-, Ag, Sn, S, % Solids	\$310.00	\$320.00
TCL List Organics	EPA 8260, 8270, 8081/8082	\$350.00	\$360.00
40 CFR 258 Appendix I Metals	Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Ti, V, Zn	\$150.00	\$225.00
40 CFR 258 Appendix I Volatiles	EPA 8260 w/ Extended List, 8011	\$127.00	\$184.00
40 CFR 258 Appendix II Metals/ Inorganics	As, Be, Cd, Cr, Pb, Hg, Ni, Se, Zn, Ag, Sb, Cu, Ti, Ba, Co, Sn, V, CN-, S	\$250.00	\$410.00
40 CFR 258 Appendix II Organics	EPA 8260 w/ extended list, EPA 8270 w/extended list, EPA 8081, 8141, 8151	\$555.00	\$600.00
THM Formation Potential	Includes THMs	\$245.00	-

BASIC FLORIDA DISPOSAL PACKAGES

Disposal Package Name	Distribution of Package	EPA/Standard Test Methods	Cost of Analysis
Basic Fingerprint	Flashpoint, pH, %Solids, Specific Gravity oil & Grease, Color, Odor	1010, 9045, S160.3, SM213E, 9071, 140.1	\$126.00
Standard Incineration Profile*	Total (Cd, Pb, As, Cr, Hg, Se, Ba, Ni, Ag) TCLP Purgeable Halocarbons & Aromatics %Solids, PRO, Halogens, BTU	6010, 7471, 8260, S1160.3 PRO, 5050/9253, PARR	\$618.00
Standard Landfill Profile	TCLP (Cd, Pb, As, Cr, Hg, Se, Ba, Ni, Ag) TCLP Purgeable Halocarbons & Aromatics pH, %Solids, Flashpoint, FL-PRO, Odor, Color, Specific Gravity	1311/(6010/7471/8260), 140.1, 9045, S160.3, 1010 SM213E, PRO	\$487.00

*In the case of Used Oils, profile will need to include PCB's at an additional charge of \$50.00 per sample.

AIR MONITORING (TEDLAR BAG)

Analysis	Description of Analysis	Cost of Analysis
TO-14 (MOD)	Aromatics + Halocarbons	\$263.00
TO-18	Aromatics only	\$116.00

UST, REMEDIATION, DISPOSAL, & SLUDGE PACKAGES

Designate profile name on chain of custody for best pricing and convenience

Package Name	Description of Package	Test Methods	Cost
62-713 Petroleum Contaminated PRE Treatment	Volatile Halocarbons, As, Cd, Cr, Pb, FLPRO, %Solids, TOX (added when oil is of concern) + \$32.00	8260 VOH, FL-PRO, 6010B, 5050/9056	\$183.00 \$215.00
62-713 Non-Petroleum Contaminated PRE Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %Solids	8260, 8270, 8081, 6010B 7471	\$521.00
62-713 Petroleum Contaminated POST Treatment	Volatile Aromatic, FL-PRO, As, Cd Cr, Pb, Polynuclear Aromatic Hydrocarbons, % Solids	8260 VOA, FL-PRO, 8270 PAH, 6010B	\$260.00
62-713 Non-Petroleum Contaminated POST Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %solids	8260, 8270, 8081, 6010B, 7471	\$521.00
TABLE B 62-770.* Gas & Kerosene Group	WATER: Pb, FL-PRO, EDB, Volatile Aromatics and Halocarbons, MTBE, PAH SOIL: FL-PRO, Volatile Aromatics, PAHs, %Solids	W: Lead, FL-PRO, 504.1 8260 VOA/VOH, 8270 PAH S: 8260 VOA, 8270 PAH, FL-PRO, %solids.	\$268.00 \$200.00
TABLE C 62-770.* Used Oil Group	As, Cd, Cr, Pb, Priority Pollutant Volatiles, Priority Pollutant Semi-Volatiles, PCB's, FL-PRO, Non-Priority Pollutant Organics > 10.00 (waters only), %Solids (soils only)	W: 200.7, 8260, 8270, 8082, FL-PRO, Library search. S: 6010, 8260, 8270, 8082, FL-PRO, TCLP RCRA 4 Metals (If needed per table C)	\$505.00 \$460.00 \$510.00
TABLE D 62-770.* Petroleum 376.301 Group	WATER: VOA, VOH, PAH, EDB, As,Cd, Cr, Pb, FL-PRO, CL- SO4, TDS SOIL: VOA, VOH, PAH, FL-PRO, As, Cd, Cr, Pb %Solids	W: 8260, 8270, 8011, 200 series, FL-PRO, 300, 160.1 S: 8260, 8270, 7000 or 6010 series, FL-PRO	\$288.00 \$308.00
CFR 122, App. D Priority Pollutants	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn, Cyanide, Phenols, Volatile Organics, Semi-Volatile Organics, Pesticides & PCBs, % Solids	W: 200 Series, 335.3, 420.2 8260, 8270, 8081 S: 6010, 9012, 9065, 8260, 8270, 8081/8082	\$540.00 \$706.00
CFR 266.40 Waste Oil, Energy Recovery Profile (with Florida extras)	As, Cd, Cr, Pb, Hg, Flashpoint, Halogenis, pH, % Solids	6010,7471, 1010, 5050/9056, 9045	\$156.00
Statue 503 Sludge Analysis	%Solids, Nitrogen, Phosphorus, As, Cd, Cr, Cu Pb, Hg, Mo, Ni, K, Se, Zn, pH	160.3, 6010, 7471, 9045 expressed as dry weight	\$235.00
RINKER (CEMEX) Pre-burn Parameters	As, Cd, Cr, Pb, Hg, Se, Ag, Ba, VOA, VOH FL-PRO, Total Organic Halogens, %Solids For "Non-Virgin" add PCB	6010, 7471, 8260, FL-PRO, 5050/9056 8082	\$331.00 \$381.00
DERM Clean Backfill Criteria	TCLP (As, Ba, Cd, Cr, Pb, Hg, Se, Ag, Ni, Cu.) VOA, VOH, PAH's, PRO, Oil & Grease, % Solids	1311/6010/7471, 8260LL, 8270, PRO, 9071	\$499.00

*In the case of Used Oils, profile will need to include PCBs at an additional charge of \$50.00 per sample.

TCLP/SPLP ANALYSIS AND PRICING

EPA Hazardous Waste No.	Contaminant	Chemical Abstracts Service Number	Regulatory Level (MG/L)	Method of Analysis
D004	Arsenic	7440-38-2	5.0	1311/1312-6010
D005	Barium	7440-39-3	100.0	1311/1312-6010
D006	Cadmium	7440-43-9	1.0	1311/1312-6010
D007	Chromium	7440-47-3	5.0	1311/1312-6010
D008	Lead	7439-92-1	5.0	1311/1312-6010
D009	Mercury	7439-97-6	0.2	1311/1312-7471
D010	Selenium	7782-49-2	1.0	1311/1312-6010
D011	Silver	7440-22-4	5.0	1311/1312-6010
D018	Benzene	71-43-2	0.5	1311/1312-8260
D019	Carbon Tetrachloride	56-23-5	0.5	1311/1312-8260
D021	Chlorobenzene	109-90-7	100.0	1311/1312-8260
D022	Chloroform	67-66-3	6.0	1311/1312-8260
D022	1,4-Dichlorobenzene	106-46-7	7.5	1311/1312-8260
D027	1,2-Dichloroethane	107-06-2	0.5	1311/1312-8260
D028	1,1-Dichloroethylene	75-35-4	0.7	1311/1312-8260
D029	Methyl Ethyl Ketone	78-9393	200.0	1311/1312-8260
D035	Tetrachlorethylene	127-18-4	0.7	1311/1312-8260
D039	Trichloroethylene	79-01-6	0.5	1311/1312-8260
D040	Vinyl Chloride	75-01-4	0.2	1311/1312-8260
D043	Chlordane	57-75-9	0.03	1311/1312-8270
D020	o-Cresol	95-48-7	200.0	1311/1312-8270
D023	m-Cresol	108-39-4	200.0	1311/1312-8270
D024	p-Cresol	106-44-5	200.0	1311/1312-8270
D025	Cresol		200.0	1311/1312-8270
D030	2,4-Dinitrotoluene	121-14-2	0.13	1311/1312-8270
D012	Endrin	72-20-8	0.02	1311/1312-8270
D031	Heptachlor	76-44-8	0.008	1311/1312-8270
D032	Hexachlorobenzene	118-74-1	0.13	1311/1312-8270
D033	Hexachlorobutadiene	87-68-3	0.5	1311/1312-8270
D034	Hexachloroethane	67-72-1	3.0	1311/1312-8270
D013	Lindane	58-89-9	0.4	1311/1312-8270
D014	Methoxychlor	72-43-5	10.0	1311/1312-8270
D036	Nitrobenzene	98-95-3	2.0	1311/1312-8270
D037	Pentachlorophenol	87-86-5	100.0	1311/1312-8270
D038	Pyridine	110-86-1	5.0	1311/1312-8270
D015	Toxaphene	8001-35-2	0.5	1311/1312-8270
D041	2,4,5-trichlorophenol	95-95-4	400.0	1311/1312-8270
D042	2,4,6-trichlorophenol	88-06-02	2.0	1311/1312-8270
D016	2,4-D	94-75-7	10.0	1311/1312-8151/8270
D017	2,4,5-TP(silvex)	93-72-1	1.0	1311/1312-8151/8270

FULL TCLP or SPLP: \$681.00

INDIVIDUAL PRICING: TCLP or SPLP Extraction (one-time Charge Only) \$50.00
 Metals(6-RCRA) \$131.00 Volatiles(8260) \$90.00 Semi-volatiles(8270) \$195.00
 Herbicides(8151) \$120.00 Pesticides (8081) \$95.00

DRINKING WATER 62-550 PRICING

(based on DEP Reporting Format 62-550.730 Revised January 2004)

Regulation	Description	Cost
62-550.310 (1)	Inorganic Contaminants*	\$170.00
62-550.320	Secondary Contaminants	\$145.00
62.550.310 (3)	Disinfection By-Products	\$200.00
62.550.310 (6)	Radionuclides	\$315.00
62-550.310 (4)(a)	Volatile Organics	\$85.00
62-550.310 (4)(b)	Synthetic Organics**	\$879.00
Complete 62-550 PACKAGE-waivers	Florida DEP SAFE DW Reporting Format #62-550.730(rev. 1/04)	\$1,794.00

*A statewide waiver explains only those systems with known asbestos containing pipes or components are required to monitor **ASBESTOS**. If required for your facility, Asbestos by TEM.....\$275.00(subcontract)

** A Statewide waiver explains **DIOXIN** only needs to be tested in the public water systems whose source is "under direct influence of surface water" or ground water wells located within 1.6 km (1.0 mile) of a potential dioxin source. If required for facility, Dioxin by EPA Method 1613 (TCDD Only).....\$550.00 (subcontracted)

MICROBIOLOGICAL & LAB PURE WATER TESTING

Any Microbiological samples dropped off, picked up or sampled on a Friday or day before a Holiday will be subject to a Weekend Charge of \$75.00.

Microbiologicals		
Analysis	Method	Cost
Microbial Identification (speciation)	SM9211	\$110.00
Biofilm Organisms	SM9211	\$157.00
Total Coliform/ E.Coli	SM9223B	\$20.00
Total Coliform	SM9222B	\$20.00
Fecal Coliform	SM9222D	\$20.00
E.coli (sludge)	EPA 1103.1	\$68.00
E.coli P/A	SM9221F	\$48.00
Fecal Streptococci	SM9230C	\$20.00
Enterococci	EPA1600	\$25.00
Pseudomonas	SM9213E	\$65.00
Staphylococci	SM9213B	\$65.00
Salmonella	SM9260B	\$65.00
Yeast & Mold	SM9610	\$80.00
MPN Fecal & Sludge	SM9222D	\$70.00
Bacteriological Quality DI Water	SM9020	\$325.00
Student's T	SM9020	\$325.00
Coliphage Virus	SM9211D	\$85.00
Iron Reducing Bacteria	SM9240	\$55.00
Sulfur Reducing Bacteria	SM9240	\$55.00
Microscopic Examination (Micro ID)	SM9211	\$80.00
Total Plate Count* (Heterotrophic)	SM9215	\$30.00
Mold	SM9610	\$80.00
Laboratory Pure Water		
Analysis	Method	Cost
A. Water Suitability Test	SM9020	\$325.00
B. Trace Metals	200.7	\$115.00

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the CEO of **Florida Spectrum Environmental Services, Inc.**, and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 22 day of February, 2012.

By: 

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me this 22 day of February, 2012.

The Affiant, Gerald Wolff, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

Katherine Coral
Print Name: _____

Katherine Coral
NOTARY PUBLIC - STATE
OF Florida

Commission Number: EE 048826
My Commission Expires: 01/10/15
(Notary Seal)





Member of Liberty Mutual Group

Rated A (Excellent) by A.M. Best Company

summitholdings.com

CERTIFICATE OF INSURANCE

RE : 0196-10680
ISSUED TO : The City of Naples
735 Eighth Street South
Naples, FL 34102

Producer : Alan S. Williams
Company : Bernard Williams & Co. LLC
Address : 6001 Chatham Center Dr.,
Suite 100
Savannah, GA 31405
Phone : (912) 234-4476

This is to certify that Florida Spectrum Environmental Services, Inc., 1460 W Mcnab Rd Fort Lauderdale, FL 33309-1122, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Casualty Insurance Company.

POLICY NUMBER: 0196-10680 Statutory Limits -- State of Florida, Georgia
Employers Liability
EFFECTIVE DATE: November 01, 2011 500,000 (Each Accident)
500,000 (Disease--Each Employee)
EXPIRATION DATE: November 01, 2012 500,000 (Disease--Policy Limit)

REMARKS: "Blanket Waiver of Subrogation Applies"

Job: Bid/Proposal # RFP 011-12

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

Handwritten signature of Carol Sipi

Authorized Signature

Date: February 17, 2012

Southwest Region

Alabama, Arkansas, Louisiana, Mississippi
P.O. Box 80439 • Baton Rouge, LA 70898-0439
(225) 926-3264 • 1-800-421-2944
Fax (225) 926-4102

Corporate Office

Florida
P.O. Box 988 • Lakeland, FL 33802-0988
(863) 665-6060 • 1-800-282-7648
Fax (863) 666-1958

Southeast Region

Georgia, Kentucky, North Carolina, South Carolina, Tennessee
P.O. Box 600 • Gainesville, GA 30503-0600
(678) 450-5825 • 1-800-971-2667
Fax (770) 531-1349

WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Blanket Waiver of Subrogation Applies"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 17, 2012

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: November 01, 2011

Policy Number: 0196-10680

Countersigned by: _____



Insured: Florida Spectrum Environmental Services, Inc.

WC 00 03 13 (Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Grace Swaby-Smith Insurance Agency
3007 W Commercial Blvd, Suite 205
Ft. Lauderdale, FL 33309-8510



CONTACT NAME: Grace Swaby-Smith

PHONE (A/C, No, Ext): 954-739-9339

FAX (A/C, No): 954-735-9986

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company 2517

25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Florida Spectrum Environmental Services, Inc
1460 W. McNab Road
Fort Lauderdale, FL 33309-1122

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
A	AUTOMOBILE LIABILITY	Y	<input type="checkbox"/>	894 7039-A01-59D	01/01/2012	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO			96D 6801-A01-59A	01/01/2012	07/01/2012	BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid Proposal No. RFP 011-12

CERTIFICATE HOLDER

CANCELLATION

The City of Naples
735 Eighth Street South
Naples, Florida 34102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF NAPLES, FLORIDA

**AGREEMENT
(PROFESSIONAL SERVICES)**

Bid/Proposal No. RFP 011-12

Contract No. 12-00001

Project Name Laboratory Testing Services for the Utilities Department

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **MWH Laboratories, a Division of MWH Americas, Inc., a California corporation locally located at 301 N. Cattleman Road Suite 101, Sarasota, Florida 34232**

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by CONTRACTOR are generally described as **laboratory testing services for the City of Naples Utilities Department**, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be

provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or

- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for a **period of two years, with the City's option to renew for two one-year renewal periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$60,000.00 per project or assignment** and shall be paid in the manner set forth in the "Basis of Compensation",

which is attached as **Exhibit B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement.**

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the

Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

**City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

MWH Laboratories
750 Royal Oaks Drive
Monrovia, CA 91016
Attention: Ed Wilson, Vice President

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

By: Justin R. Rosenbery for
Tara A. Norman, City Clerk

CITY OF NAPLES, FLORIDA,
A Municipal Corporation
By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

**CONTRACTOR: MWH Laboratories, a
division of MWH Americas, Inc. a California
corporation**

Jim Phillips
Witness

By: [Signature]
Its Vice President

(CORPORATE SEAL)



General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below, attached and made part of this Exhibit A.

It is imperative that the City of Naples be prepared for all sampling events the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) currently require and what they may require in the future.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified Laboratories, on an as needed basis, for a two-year period, with the City's option to renew for two additional one-year periods, to provide environmental testing services. Laboratories may use subcontracted labs to perform the services. All test results will be TNI certified.

Those services would include:

- Lab analyses with accurate results and chain of custody.
 - Provide coolers and sample containers.
 - 24 hour turnaround time, if necessary, for lab analysis.
 - Electronic Data reporting & invoicing.
 - No charges for custom reporting.
- Subcontractors that provide exclusive services (eg.- Crypto Sporidium / Giardia testing).

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment upon completion of the professional services performed.

City of Naples	Compensation Schedule		Jan 13, 2012
<u>Inorganics</u>			
Alkalinity as CaCO3	SM 2320 B	\$	10
Asbestos	EPA 100.2	\$	125
Bromide	EPA 300.0	\$	15
Bromide, Low Level Detection Limit (2.0 ug/L)	EPA 300.0	\$	25
Chloride	EPA 300.0	\$	15
Conductivity	SM 2510 B	\$	10
Cyanide	EPA 335.4 / SM 4500 CN G	\$	25
Fluoride	EPA 300.0 / SM 4500 F C	\$	10
Hardness	SM 2340 B	\$	15
Langlier Index (Corrosivity)	SM 2330 B	\$	10
Nitrate	EPA 300.0 / 353.2	\$	10
Nitrite	EPA 300.0 / 353.2	\$	10
Metals by ICP or ICPMS (per metal)	EPA 200.7 / 200.8	\$	10
Metals in Seawater (per metal)	EPA 1640	\$	25
Mercury	EPA 245.1	\$	25
Orthophosphate as P	EPA 365.1 / SM 4500 P E	\$	15
Perchlorate	EPA 314	\$	25
Perchlorate, , Low Level Detection Limit (2.0 ug/L)	EPA 314	\$	50
pH	EPA 150.1 / SM 4500 H B	\$	5
Silica as SiO2	SM 4500-SiO2 C	\$	15
Solids, Total Dissolved (TDS)	SM 2540 C	\$	10
Sulfate	EPA 300.0	\$	10
Surfactants - MBAS	SM 5540 C	\$	25
Turbidity	EPA 180.1 / SM 2130 B	\$	10
<u>Organics</u>			
Carbamates	EPA 531.2	\$	75
Dioxin	EPA 1613	\$	200
Diquat	EPA 549.2	\$	75
EDB/DBCP	EPA 504.1	\$	40
Endothall	EPA 548.1	\$	75
Glyphosate	EPA 547	\$	75
Herbicides	EPA 515.4	\$	75
Pesticides/PCBs	EPA 505	\$	75
Semivolatile Organics	EPA 525.2	\$	135
Volatile Organics	EPA 524.2	\$	75
<u>Radiochemistry (Table 64442)</u>			
Gross Alpha or Gross Beta	EPA 900.0	\$	35
Radium 226	GA Tech RA-226/228	\$	100
Radium 228	GA Tech RA-226/228	\$	100
Uranium	EPA 200.8	\$	25

City of Naples

Compensation Schedule

Jan 13, 2012

<u>Disinfection ByProducts</u>	<u>Test Method</u>		<u>Unit Price</u>
Bromate	EPA 300.0 / 317.0	\$	25
Chlorate	EPA 300.0	\$	25
Chlorate, Low Level Detection Limit (2.5 ug/L)	EPA 300.0	\$	50
Chlorite	EPA 300.0	\$	25
Chlorite, Low Level Detection Limit (0.005 ug/L)	EPA 300.0	\$	50
Dissolved organic carbon (DOC)	SM 5310 C	\$	45
Haloacetic Acids	SM 6251 B	\$	45
Total Organic Carbon	SM 5310 C	\$	25
Trihalomethanes	EPA 524.2	\$	35
UV 254	SM 5910 B	\$	25
<u>UCMR 3</u>	<u>Test Method</u>		<u>Unit Price</u>
1,4-Dioxane, Chlorate, Metals (Co, Mo, Sr, V), PFCs, VOCs and Hormones	Various	\$	1,500
<u>Other Constituents</u>	<u>Test Method</u>		<u>Unit Price</u>
Hexavalent Chromium	EPA 218.7	\$	50
NDMA - Add \$100 for all 6 Nitrosamines	EPA 521	\$	150
1,2,3-Trichloropropane	EPA 524.2m	\$	100
Wastewater Indicators	LC-MS-MS	\$	800
Lab Water Suitability	SM 9020B	\$	200
MIB/Geosmin	SM 6040D	\$	200

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Denver 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Travelers Indemnity Company		25658
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C : St. Paul Fire and Marine Insurance Company		24767
INSURER D : Lexington Insurance Company		19437
INSURER E :		
INSURER F :		

COVERAGES MWHGL01 VX CERTIFICATE NUMBER: 11661003 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	VTC2KCO5643B187IND11	8/31/2011	8/31/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	Y	N	VTC2JCAP5643B083TIL11	8/31/2011	8/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	N	N	QK08301061	8/31/2011	8/31/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2JUB5026L18111 (AOS) VTRJUB5643B09511 (WT)	8/31/2011 8/31/2011	8/31/2012 8/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	015449003	10/1/2011	10/1/2012	\$5,000,000 each claim \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid No. 011-12 - Laboratory Testing Services for the Utility Dept. The City of Naples is included as Additional Insured as respects General and Auto Liability. These coverages are primary to all other coverages the City possesses for this contract only.

CERTIFICATE HOLDER

CANCELLATION See Attachments

11661003 The City of Naples 735 Eighth Street South Naples, FL 34102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Named Insured: MWH Americas, Inc., MWH Constructors, Inc., MWH Global, Inc., MWH Soft, Inc. et. al.

Carrier: TRAVELERS INDEMNITY COMPANY Policy Number: VTC2KCO5643B187IND11 Effective Dates: 8/31/11 - 8/31/12

CG D2 46 08 05

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the

Named Insured: MWH Americas, Inc., MWH Constructors, Inc., MWH Global, Inc., MWH Soft, Inc. et. al.

Carrier: TRAVELERS INDEMNITY COMPANY Policy Number: VTC2KCO5643B187IND11

EFFECTIVE DATE: 08/31/11 - 08/31/12

additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period

POLICY NUMBER: VTC2JCAP5643B083TIL11

COMMERCIAL AUTO

EFFECTIVE DATES: 08/31/11 - 08/31/12

NAMED INSURED: MWH AMERICAS, INC; MWH CONSTRUCTORS, INC.; MWH GLOBAL, INC. ET AL

INSURANCE CARRIER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORAGNIZATION THAT YOU ARE
REQUIRED TO INCLUDE AS ADDITIONAL
INSURED ON THIS COVERAGE FORM IN A
WRITTEN CONTRACT OR AGREEMENT THAT IS
SIGNED AND EXECUTED BY YOU BEFORE THE
"BODILY INJURY" OR "PROPERTY DAMAGE"
OCCURS AND THAT IS IN EFFECT DURING
THE POLICY PERIOD

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Named Insured: MWH Americas, Inc., MWH Constructors, Inc., MWH Global, Inc., MWH Soft, Inc., MWH Laboratories, et. al.

This endorsement applies to: General Liability, Automobile Liability, Excess Liability and Workers Compensation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation: 60**

NONRENEWAL: **Number of Days Notice of Nonrenewal: 60**

PERSON OR ORGANIZATION:

Any person or organization that is a certificate holder of a certificate of insurance issued for you that:

- 1. Refers to this policy and states that notice of cancellation or nonrenewal of this policy will be provided to that person or organization; and*
- 2. Is in effect, and is on file at the office of your agent or broker for this policy, at the time of the cancellation or nonrenewal.*

ADDRESS:

The address shown for that person or organization in that certificate of insurance.

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **MWH Laboratories**, and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 21 day of February, 2012.

By: _____

Ed Wilson, Vice President

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFP 011-12

Contract No. 12-00001

Project Name **Laboratory Testing Services for the Utilities Department**

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Southern Analytical Laboratories, a Florida corporation located at 110 Bayview Blvd., Oldsmar, Florida 34677.**

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **laboratory testing services for the City of Naples Utilities Department**, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for a **period of two years, with the City's option to renew for two one-year renewal periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$60,000.00 per project or assignment** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement.**

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as

directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

**City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Southern Analytical Laboratories

110 Bayview Blvd.

Oldsmar, Florida 34677

Attention: Francis I. Daniels, ~~Lab Director~~ President 2/21/12 (FD)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

**ARTICLE FIFTEEN
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Jessica R. Roenbeck for
Tara A. Norman, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR: Southern Analytical Laboratories

By: Francis Daniels
Its President Francis Daniels

Leslie C. Boardman
Witness Leslie C. Boardman

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below, attached and made part of this Exhibit A.

It is imperative that the City of Naples be prepared for all sampling events the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) currently require and what they may require in the future.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified Laboratories, on an as needed basis, for a two-year period, with the City's option to renew for two additional one-year periods, to provide environmental testing services. Laboratories may use subcontracted labs to perform the services. All test results will be TNI certified.

Those services would include:

- Lab analyses with accurate results and chain of custody.
 - Provide coolers and sample containers.
 - 24 hour turnaround time, if necessary, for lab analysis.
 - Electronic Data reporting & invoicing.
 - No charges for custom reporting.
- Subcontractors that provide exclusive services (eg.- Crypto Sporidium / Giardia testing).

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows:

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 B13-855-1844 fax B13-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Drinking (Potable) Water Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.
Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses (FAC Ch. 62-550)			
Primary Inorganics (excluding Asbestos)	Various	\$150.00	
Primary VOCs	524.2	\$65.00	
Primary SOCs (excluding Dioxin)	Various	\$500.00	
Total Trihalomethanes	524.2	\$40.00	No charge if included with Prim. VOCs
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Primary Radionuclides	Various	\$180.00	Inc. G Alpha (Evap). Ra-226, Ra-228, U
DW Secondary Contaminants	Various	\$150.00	
DW Group I Unregulated (If required)	Various	\$225.00	No charge if included with Prim. SOCs
DW Group II Unregulated (If required)	524.2	\$65.00	No charge if included with Prim. VOCs
DW Group III Unregulated (If required)	625	\$150.00	
Lead and Copper	200.8	\$16.00	
Reagent Water Heavy Metals (Group)	200.7 or 200.8	\$50.00	Annual Microbiology DI Water QC

Individual Analyses			
Acrylamide	8032	\$200.00	
Alkalinity, Total	SM2320B	\$12.00	Inc. bicarb, carb alk, if requested
Aluminum, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Ammonia Nitrogen	350.1	\$10.00	
Ammonia / Organic Nitrogen	350.1/351.2	\$30.00	Monthly Microbiology DI Water QC
Antimony, ICP/MS	200.8	\$10.00	
Antimony, GFAA	SM3113B	\$20.00	
Arsenic, ICP/MS	200.8	\$10.00	
Arsenic, GFAA	SM3113B	\$20.00	
Asbestos (Potable Matrix)	100.2	\$200.00	Subcontract
Barium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Beryllium, ICP	200.7	\$10.00	
Bromate	300.0 or 300.1	\$30.00	
Bromide	300.0 or 300.1	\$12.00	
Cadmium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Cadmium, GFAA	SM3113B	\$20.00	
Calcium, ICP	200.7	\$10.00	
Carbamate Pesticides	531.1	\$60.00	
Chloride	300.0 or 325.2	\$12.00	
Chlorinated Herbicides	515.3	\$75.00	
Chlorinated Pesticides & PCBs	508.1	\$75.00	
Chlorine, Residual	SM4500Cl G	\$15.00	Monthly Microbiology DI Water QC
Chlorite	300.0 or 300.1	\$30.00	
Chromium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$40.00	
Coliforms, Total / E. Coli - Coliort (18 Hour)	SM9223B	\$10.00	
Coliforms, Total - Membrane Filter	SM9222B	\$15.00	
Coliforms, Total / E. Coli - Membrane Filter	m-ColiBlue24	\$15.00	
Color	SM2120B	\$10.00	
Copper, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cryptosporidium and Giardia	1623	\$800.00	Subcontract
Cyanide, Total	SM4500CN E	\$25.00	
Dioxin (Potable Matrix)	1613B	\$350.00	Subcontract

Analysis	Method	Unit Price	Comments
Diquat	549.2	\$75.00	
Endothall	548.1	\$75.00	
Epichlorohydrin	8260	\$125.00	
Ethylene dibromide (EDB) and DBCP	504.1	\$60.00	
Expedited "Rush" Turnaround - 1 to 3 Days		2.0 times Unit	
Weekend/Holiday Service		1.5 times Unit	
Fluoride	300.0	\$12.00	
Fluoride, ISE	SM4500F C	\$15.00	
Foaming Agents (Surfactants - MBAS)	SM5540C	\$20.00	
Formation Potential Setup without Chlorination	SM5710B	\$25.00	
Formation Potential Setup with Chlorination	SM5710B	\$75.00	
Glyphosate	547	\$60.00	
Gross Alpha (Coprecipitation for high TDS)	EPA 00-02	\$40.00	
Gross Alpha (Evaporation)	SM7110B or 900.0	\$25.00	
Gross Beta	SM7110B or 900.0	\$25.00	
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Haloacetic Acids (Inc. all 9 compds in method)	552.2	\$125.00	
Hardness	SM2340B	\$20.00	
Heterotrophic Plate Count	SM9215B	\$25.00	Monthly Microbiology DI Water QC
Iron, ICP	200.7	\$10.00	
Lead, ICP/MS	200.8	\$10.00	
Lead, GFAA	SM3113B	\$20.00	
Magnesium, ICP	200.7	\$10.00	
Manganese, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Mercury, Cold Vapor AA	245.1	\$15.00	
Nickel, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Nitrogen, Nitrate	300.0	\$12.00	
Nitrogen, Nitrate	353.2	\$12.00	
Nitrogen, Nitrate-Nitrite	353.2	\$12.00	
Nitrogen, Nitrite	300.0	\$12.00	
Nitrogen, Nitrite	353.2 or SM4500NO2 B	\$12.00	
Odor	SM2150B	\$25.00	
Organic Carbon, Dissolved	SM5310B	\$25.00	Same price as TOC when field filtered
Organic Carbon, Total	SM5310B	\$20.00	
Perchlorate	314.0	\$100.00	
pH	150.1	\$8.00	
Phosphorus, Orthophosphate	300.0	\$12.00	
Radium-226	903.1	\$60.00	
Radium-228	Ra-05	\$75.00	
Selenium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Selenium, GFAA	SM3113B	\$20.00	
Organophosphorus/Chlorine/Nitrogen Pesticides	525.2	\$150.00	
Silicon, ICP	200.7	\$15.00	
Silver, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Silver, GFAA	SM3113B	\$20.00	
Sodium, ICP	200.7	\$10.00	
Solids, Total Dissolved	SM2540C	\$12.00	
Specific Conductance	SM2510B	\$8.00	
Sulfate	300.0	\$12.00	
Sulfide	SM4500S F	\$20.00	
Thallium, ICP/MS	200.8	\$10.00	
Thallium, GFAA	200.9	\$20.00	
Trihalomethanes, Total	524.2	\$40.00	
Turbidity	180.1	\$8.00	
Uranium, ICP/MS or KPA	200.8 or ASTM D5174	\$20.00	
Use Test (Student T Test)	SM9020	\$75.00	Quarterly Microbiology DI Water QC
UV254	SM5910B	\$20.00	
Volatile Organic Compounds	524.2	\$65.00	
Water Quality Ratio (Bact. Growth Ratio)	SM9020B (18th Ed.)	\$125.00	Annual Microbiology DI Water QC
Zinc, ICP or ICP/MS	200.7 or 200.8	\$10.00	

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYMEW BOULEVARD, CLDSMAR, FL 34677 813-855-1844 fax 813-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Non-Potable (Environmental) Water Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.
Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses			
Appendix I, 40 CFR Part 258 - Inorganics (Metals)	6010	\$75.00	
Appendix I, 40 CFR Part 258 - Organics	8260, 8011	\$100.00	
Appendix I, 40 CFR Part 258 - Complete	6010, 8260, 8011	\$175.00	
Appendix II, 40 CFR Part 258 - Inorganics	Various	\$100.00	
Appendix II, 40 CFR Part 258 - Organics	Various	\$500.00	
Appendix II, 40 CFR Part 258 - Complete	Various	\$600.00	
Priority Pollutants, Complete, 40 CFR 122 App D	Various	\$490.00	
TCLP, Metals Only (with extraction)	1311, 6010, 7470	\$150.00	
TCLP, Full	Various	\$700.00	
Primary Inorganics (excluding Asbestos)	Various	\$150.00	
Primary VOCs	624	\$65.00	
Primary SOCs (exc. Dioxin), Non-Potable Matrix	Various	\$550.00	
Total Trihalomethanes	624	\$40.00	No charge if included with Prim. VOCs
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Primary Radionuclides	Various	\$180.00	Inc. G Alpha (Evap), Ra-226, Ra-228, U
DW Secondary Contaminants	Various	\$150.00	

Individual Analyses			
Alkalinity, Total	310.1 or SM2320B	\$12.00	Inc. bicarb, carb alk, if requested
Aluminum, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Antimony, GFAA	SM3113B	\$20.00	
Antimony, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Arsenic, GFAA	SM3113B	\$20.00	
Arsenic, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Asbestos (Non-Potable Matrix)	100.2	\$300.00	Subcontract
Atrazine	SAL SV-033-R00	\$100.00	Modified 625
Barium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Base Neutral / Acid Extractable Organics	625 or 8270	\$150.00	
Beryllium, ICP	200.7 or 6010	\$10.00	
Boron, ICP	200.7	\$15.00	
Bromate	300.0	\$30.00	
Bromide	300.0	\$12.00	
Cadmium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Calcium, ICP	200.7 or 6010	\$10.00	
Carbamate Pesticides	531.1	\$60.00	
Chelation/Extraction for Metals in Saline Waters	Extraction Only	\$50.00	
Chlorate	300.0	\$30.00	
Chloride	300.0 or 325.2	\$12.00	
Chloride (Titrimetric)	SM4500CL B	\$15.00	
Chlorinated Herbicides	6640B	\$100.00	
Chlorinated Herbicides (HPLC)	8321	\$125.00	
Chlorinated Pesticides	608 or 8081	\$75.00	Method 608 includes PCBs
Chlorine, Residual	SM4500CI G	\$15.00	
Chlorite	300.0	\$30.00	
Chlorophylls	SM10200 H	\$25.00	Inc. a, b, c, pheophytin, if requested
Chromium, Hexavalent Colorimetric	SM3500Cr B	\$40.00	
Chromium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Cobalt, ICP	200.7 or 6010	\$10.00	
Coliforms, Fecal - Membrane Filter	SM9222D	\$15.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$40.00	
Coliforms, Total / E. Coli - Colilert (18 Hour)	SM9223B / Quanti-Tray	\$10.00	
Coliforms, Total - Membrane Filter	SM9222B	\$15.00	
Coliforms, Total - Multiple Tube MPN	SM9221B	\$40.00	
Color	SM2120B	\$10.00	

Copper, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Copper, GFAA	SM3113B	\$20.00	
Corrosivity (Langelier Index)	SM2330B	\$30.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cryptosporidium and Giardia	1623	\$800.00	Subcontract
Cyanide, Amenable (Total & Amenable)	335.1 or SM4500CN G	\$50.00	
Cyanide, Free	335.2 or SM4500CN E	\$25.00	
Cyanide, Total	335.2 or SM4500CN E	\$25.00	
Dioxin (Non-Potable Matrix)	1613B	\$400.00	Subcontract
Diquat	549.2	\$75.00	
Elutriate Test (Elutriate Preparation in Triplicate)	EPA/COE	\$100.00	
Endothall	548.1	\$75.00	
Enterococci	Enterolert	\$25.00	
Ethylene dibromide (EDB) and DBCP	504, 504.1 or 8011	\$60.00	
Expedited "Rush" Turnaround - 1 to 3 Days			2.0 times Unit
Weekend/Holiday Service			1.5 times Unit
Fluoride	300.0	\$12.00	
Fluoride, ISE	SM4500F C	\$15.00	
Foaming Agents (Surfactants - MBAS))	425.1 or SM5540C	\$20.00	
Glyphosate	547	\$60.00	
Gross Alpha (Coprecipitation for high TDS)	EPA 00-02	\$40.00	
Gross Alpha (Evaporation)	SM7110B or 900.0	\$25.00	
Gross Beta	SM7110B or 900.0	\$25.00	
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Haloacetic Acids (Inc. all 9 compds in method)	552.2	\$125.00	
Hardness, Calcium	SM2340B	\$10.00	
Hardness, Magnesium	SM2340B	\$10.00	
Hardness, Total	SM2340B	\$20.00	
Heterotrophic Plate Count	SM9215B	\$25.00	
Hexane Extractable Material	1664	\$40.00	Oil & Grease
Hexane Extractable Material SGT	1664	\$40.00	Petroleum Hydrocarbons
Ignitability (Flash Point)	1010	\$75.00	Subcontract
Iron, ICP	200.7 or 6010	\$10.00	
Lead, GFAA	SM3113B	\$20.00	
Lead, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Library Search - Mass Spec (NIST) 10 components	625/8270	\$50.00	
Lithium, ICP	6010	\$15.00	
Magnesium, ICP	200.7 or 6010	\$10.00	
Manganese, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Mercury, Cold Vapor AA	245.1 or 7470	\$15.00	
Mercury, Ultra Low Level	1631E	\$50.00	
Molybdenum, ICP	200.7 or 6010	\$10.00	
Nickel, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Nitrogen, Ammonia	350.1	\$10.00	
Nitrogen, Kjeldahl (TKN)	351.2	\$20.00	
Nitrogen, Nitrate	300.0	\$12.00	
Nitrogen, Nitrate	353.2	\$12.00	
Nitrogen, Nitrate-Nitrite	353.2	\$12.00	
Nitrogen, Nitrite	300.0	\$12.00	
Nitrogen, Nitrite	354.1 or SM4500NO2B	\$12.00	
Nitrogen, Organic	350.1/351.2	\$30.00	
Nitrogen, Unionized Ammonia	DEP SOP 10/03/83	\$20.00	
Odor	SM2150B	\$25.00	
Organic Carbon, Dissolved	SM5310B	\$25.00	Same price as TOC when field filtered
Organic Carbon, Total	415.1 or SM5310B	\$20.00	
Oxygen Demand, Biochemical (BOD)	405.1 or SM5210B	\$20.00	
Oxygen Dem, Carbonaceous Biochem (CBOD)	SM5210B	\$20.00	
Oxygen Demand, Chemical (COD)	410.4	\$20.00	
Perchlorate	314.0	\$100.00	
pH	150.1 or SM4500H+ B	\$8.00	
pH (Waste Corrosivity)	9040	\$25.00	
Phenols, Total Recoverable	420.1	\$40.00	Distillation / Direct Colorimetric
Phenols, Total Recoverable (Low Detection Limit)	420.1	\$100.00	Distillation / Chloroform Extraction
Phosphorus Pesticides	8141	\$150.00	Subcontract
Phosphorus, Orthophosphate	300.0, 365.1, SM4500P E	\$12.00	
Phosphorus, Total	365.1 or SM4500P E	\$15.00	
Polychlorinated Biphenyls (PCBs)	608 or 8082	\$75.00	No charge if included with 608 Pests
Polynuclear Aromatic Hydrocarbons	610, 8310, 8270	\$100.00	

Potassium, ICP	200.7 or 6010	\$10.00	
PP Base/Neutral and Acid Extractables (GC/MS)	625	\$150.00	
PP Cyanide and Total Recoverable Phenols	335.2, 420.1	\$65.00	
PP Metals	200.7 or 200.8, 245.1	\$100.00	
PP Pesticides and PCBs	608	\$100.00	
PP Volatiles	624	\$75.00	
Radium-226	903.1	\$60.00	
Radium-228	Ra-05	\$75.00	
Salinity	SM2520B	\$8.00	
Selenium, GFAA	SM3113B	\$20.00	
Selenium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Semi-Vol Organics, Appendix II Sublist	8270	\$250.00	
Silicon, ICP	200.7 or 6010	\$15.00	
Silver, GFAA	SM3113B	\$20.00	
Silver, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Simazine	SAL SV-033-R00	\$100.00	Modified 625
Sodium, ICP	200.7 or 6010	\$10.00	
Solids, Total	160.3 or SM2540B	\$12.00	
Solids, Total Dissolved	160.1 or SM2540C	\$12.00	
Solids, Total Suspended	160.2 or SM2540D	\$12.00	
Solids, Total Volatile	160.4	\$20.00	
Solids, Volatile Dissolved	160.4	\$20.00	
Solids, Volatile Suspended	160.4	\$20.00	
Specific Conductance	120.1 or SM2510B	\$8.00	
Strontium, ICP	6010	\$10.00	
Sulfate	300.0	\$12.00	
Sulfide	376.1 or SM4500S F	\$20.00	
Tannin	SM5550	\$60.00	
SPLP Bottle Extraction	1312	\$75.00	
SPLP Zero Headspace Extraction	1312	\$100.00	
TCLP Bottle Extraction	1311	\$75.00	
TCLP Filtration (For aqueous liquid samples only)	1311	\$50.00	
TCLP Zero Headspace Extraction	1311	\$100.00	
TCLP Metals on Extract	6010, 7470	\$75.00	
TCLP Pesticides and Herbicides on Extract	8081, 8321	\$225.00	
TCLP Semi-Volatile Organics on Extract	8270	\$150.00	
TCLP Volatile Contaminants on ZH Extract	8260	\$75.00	
Thallium, GFAA	279.2	\$20.00	
Thallium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Tin, ICP	200.7 or 6010	\$10.00	
Titanium, ICP	200.7	\$10.00	
Total Organic Halides (TOX)	450.1	\$125.00	Subcontract
Total Petroleum Hydrocarbons	FLPRO	\$75.00	
Trihalomethanes, Total	624 or 8260	\$40.00	
Turbidity	180.1 or SM2130B	\$8.00	
Uranium, ICP/MS	200.8	\$20.00	
UV254	SM5910B	\$20.00	
Vanadium, ICP	200.7 or 6010	\$10.00	
Volatile Organic Compounds	624 or 8260	\$75.00	
VOCs, Pharmaceutical Industry	1666	\$200.00	
Zinc, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 813-855-1844 fax 813-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Solid Matrix (inc. Sludge) Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.
Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses			
Sludge FAC 62-640, 40 CFR 503	Various	\$150.00	
Priority Pollutants, Complete, 40 CFR 122 App D	Various	\$825.00	
TCLP, Full	Various	\$700.00	
Individual Analyses			
Aluminum, ICP	6010	\$15.00	
Aluminum, ICP (Sediment, complete dissolution)	6010	\$50.00	
Antimony, ICP	6010	\$15.00	
Antimony, GFAA	7041	\$25.00	
Arsenic, ICP	6010	\$15.00	
Arsenic, GFAA	7060	\$25.00	
Barium, ICP	6010	\$15.00	
Beryllium, ICP	6010	\$15.00	
Cadmium, ICP	6010	\$15.00	
Calcium, ICP	6010	\$15.00	
Chlorinated Herbicides	8151	\$200.00	Subcontract
Chlorinated Pesticides	8081	\$125.00	
Chromium, ICP	6010	\$15.00	
Chromium, GFAA	7191	\$25.00	
Cobalt, ICP	6010	\$15.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$75.00	
Coliforms, Total - Multiple Tube MPN	SM9221B	\$75.00	
Copper, ICP	6010	\$15.00	
Copper, GFAA	7211	\$25.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cyanide, Total	9010,9011	\$50.00	
Expedited "Rush" Turnaround - 1 to 3 Days		2.0 times Unit	
Weekend/Holiday Service		1.5 times Unit	
Iron, ICP	6010	\$15.00	
Lead, ICP	6010	\$15.00	
Lead, GFAA	7421	\$25.00	
Library Search - Mass Spec (NIST) 10 components	8270	\$50.00	
Lithium, ICP	6010	\$25.00	
Magnesium, ICP	6010	\$15.00	
Manganese, ICP	6010	\$15.00	
Mercury, Cold Vapor AA	7471	\$40.00	
Molybdenum, ICP	6010	\$15.00	
Nickel, ICP	6010	\$15.00	
Nitrogen, Ammonia	350.1	\$25.00	
Nitrogen, Kjeldahl (TKN)	351.2	\$25.00	
Nitrogen, Nitrate-Nitrite	353.2	\$20.00	
Nitrogen, Organic	350.1, 351.2	\$50.00	
pH	9040 or 9045	\$15.00	
Phosphorus Pesticides	8141	\$200.00	Subcontract
Phosphorus, Total	365.2	\$20.00	
Polychlorinated Biphenyls (PCBs)	8082	\$125.00	
Polynuclear Aromatic Hydrocarbons	8310 or 8270	\$150.00	
Potassium, ICP	6010	\$15.00	
PP Base/Neutral and Acid Extractables (GC/MS)	8270	\$200.00	
PP Cyanide and Total Recoverable Phenols	335.2, 420.1	\$125.00	
PP Metals	6010, 7471	\$125.00	
PP Pesticides and PCBs	8081, 8082	\$250.00	
PP Volatiles	8260	\$125.00	

Selenium, ICP	6010	\$15.00
Selenium, GFAA	7740	\$25.00
Semi-Volatile Organics	8270	\$200.00
Silicon, ICP	6010	\$25.00
Silver, ICP	6010	\$15.00
Sodium, ICP	6010	\$15.00
Solids, Total	160.3	\$15.00
Strontium, ICP	6010	\$15.00
SPLP Bottle Extraction	1312	\$75.00
SPLP Zero Headspace Extraction	1312	\$100.00
TCLP Bottle Extraction	1311	\$75.00
TCLP Filtration (For aqueous liquid samples only)	1311	\$50.00
TCLP Zero Headspace Extraction	1311	\$100.00
TCLP Metals on Extract	6010, 7470	\$75.00
TCLP Pesticides and Herbicides on Extract	8081, 8321	\$225.00
TCLP Semi-Volatile Organics on Extract	8270	\$150.00
TCLP Volatile Contaminants on ZH Extract	8260	\$75.00
Thallium, ICP	6010	\$15.00
Thallium, GFAA	7841	\$25.00
Tin, ICP	6010	\$15.00
Total Petroleum Hydrocarbons	FLPRO	\$125.00
Vanadium, ICP	6010	\$15.00
Volatile Organic Compounds	8260	\$150.00
Waste Corrosivity (pH)	9040	\$25.00
Zinc, ICP	6010	\$15.00

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the President of **Southern Analytical Laboratories**, and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 21st day of February, 2012.

By: 
Francis Daniels

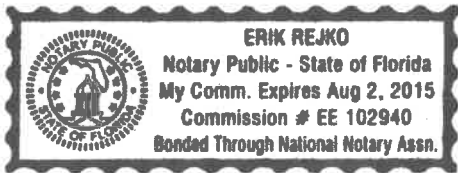
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PINELAS

SWORN TO AND SUBSCRIBED before me this 21ST day of FEBRUARY, 2012.

The Affiant, FRANCIS DANIELS is [] personally known to me or [] has produced FLORIDA DRIVERS LIC as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.



ERIK REJKO

Print Name: _____

[Handwritten Signature]

NOTARY PUBLIC - STATE

OF SUNTRUST BANK

Commission Number: EE 102940

My Commission Expires: AUG 2, 2015

(Notary Seal)



SOUTH-6

OP ID: SK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fessler Agency-Clearwater 3165 N McMullen Booth Road G-2 Clearwater, FL 33761-2020 Case J. Fessler, CIC	727-726-3377 727-725-4698	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No):
INSURED Southern Analytical Laboratories, Inc. 110 Bayview Blvd. Oldsmar, FL 34677		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company NAIC # 10178 INSURER B: FCCI Commercial Insurance Co. 33472 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		GL00121051	08/12/11	08/12/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA00189181	08/12/11	08/12/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	67472	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Naples is included as an additional insured per form CGL026, on a primary basis per form CG0001.

Project: Lab Testing Services, RFP 011-12

*30 day notice of cancellaiton

CERTIFICATE HOLDER**CANCELLATION**

CITYNAP

The City of Naples
735 Eighth Street South
Naples, FL 34102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jack J. Fessler

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