



YOUR PARTNER FOR  
SOLID WASTE SOLUTIONS

**AGREEMENT FOR**

**ANALYTICAL LABORATORY SERVICES**

**BETWEEN**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**AND**

**FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.**

**AGREEMENT NO. 20-202A**

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## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (Agreement) is made and entered into as of September 14<sup>th</sup>, 2020 by and between **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **Florida-Spectrum Environmental Services, Inc.** (hereinafter referred to as LABORATORY), a Florida Corporation, whose Federal Employer ID Number is 20-3973182;

**Whereas**, in accordance with the AUTHORITY's Request for Proposals No. 20-202/DL, the AUTHORITY solicited to employ the services of the LABORATORY for the purpose of providing Analytical Laboratory Services, and;

**Whereas**, LABORATORY represents it is capable and prepared to provide such services.

**Now, therefore**, in consideration of the promises contained herein the parties hereto agree as follows:

### ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

The Effective date of this Agreement shall be **October 01, 2020**, and the Term of this Agreement shall expire on **September 30, 2023**.

The initial term of this Agreement shall be for a three (3) year period, beginning on the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending this Agreement for two (2) additional three- (3) year periods, as approved by the AUTHORITY's Board, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY LABORATORY

LABORATORY shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations will be referred to as Work Assignments. Each Work Assignment shall set forth the specific services required, the amount of compensation, and the completion date. In addition, in the rare event an analyte has to be sub-contracted to another laboratory (i.e. infrequent parameters such as, radionucleotide, bacteria holding time, or equipment failure), the LABORATORY may employ the use of sub-consultant(s) whose services are necessary to the LABORATORY in the provision of services to the AUTHORITY pursuant to this Agreement. In such case the sub-contractor, the specific services to be performed, and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment and be approved by the AUTHORITY prior to the sub-contractor starting work.

### ARTICLE 3 - COMPENSATION

- 3.1 The AUTHORITY shall pay LABORATORY in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.
- 3.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Work Assignment. All invoices for Work Assignments must reference this Agreement along with the assigned purchase order number and the specific Work Assignment.

- 3.3 LABORATORY shall submit a monthly invoice for services rendered. Invoices shall include a list of analytes, with quantities and unit prices. There shall be no reimbursable costs or expenses allowed.
- 3.4 Payment of invoices shall be within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:
- Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Accounts Payable
- 3.5 LABORATORY will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by LABORATORY. The AUTHORITY shall not be liable for the payment of any such additional charges or costs not included in the Final Invoice.

#### ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, LABORATORY shall maintain the following insurance policies, written by an insurance company authorized to do business in Florida and acceptable to the Authority.
1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
  2. **Automobile Liability** Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property damage limits of not less than \$500,000 for each accident.
  3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
  4. **Pollution Liability** insurance with limits of not less than \$1,000,000 annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 LABORATORY shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. LABORATORY shall include AUTHORITY as an **Additional Insured** on the General Liability and Automobile Liability insurance policy required by the Agreement. All of LABORATORY'S sub-contractors shall be required to include AUTHORITY and LABORATORY as **Additional Insureds** on all of their liability insurance policies.
- 4.4 LABORATORY'S naming of the AUTHORITY as an additional insured on its liability policies pursuant to this Agreement shall afford coverage for the negligent, reckless and intentionally wrongful conduct, and willful acts of LABORATORY pursuant to this Agreement. Notwithstanding anything herein to the contrary, LABORATORY shall in no way be responsible for the defense or indemnity of matters arising or resulting from the AUTHORITY'S gross negligence or willful misconduct.
- 4.5 In the event that sub-contractors used by the LABORATORY do not have insurance, or do not meet the required insurance limits herein, LABORATORY shall indemnify and hold harmless the AUTHORITY for any

claim in excess of the sub-contractors insurance coverage.

- 4.6 The LABORATORY shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

#### **ARTICLE 5 - STANDARD OF CARE**

- 5.1 The LABORATORY shall exercise the same degree of care, skill, and diligence in the performance of the Analytical Laboratory Services as is ordinarily provided by comparable, qualified professionals under similar circumstances. The LABORATORY shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

- 5.2 The LABORATORY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - INDEMNIFICATION**

##### **6.1 General**

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and LABORATORY agree to allocate such liabilities in accordance with this Article 6.

##### **6.2 Indemnification**

The LABORATORY shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the LABORATORY and other persons employed or utilized by the LABORATORY in the performance of this Agreement, including sub-contractors.

##### **6.3 Survival**

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

#### **ARTICLE 7 - INDEPENDENT LABORATORY**

- 7.1 The LABORATORY is, and shall be, in the performance of all work services and activities performed under this Agreement, an Independent Contractors, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the LABORATORY'S sole direction, supervision, and control. The LABORATORY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LABORATORY'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractors and not as employees or agents of the AUTHORITY.

- 7.2 The LABORATORY does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 8 - AUTHORITY TO CONDUCT BUSINESS**

The LABORATORY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement.

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the Services, the LABORATORY will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

## **ARTICLE 10 - SUB-CONTRACTORS**

- 10.1 The AUTHORITY reserves the right, in its sole and unfettered discretion, to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor under this Agreement.
- 10.2 If a sub-contractor fails to perform or make progress as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the LABORATORY shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

## **ARTICLE 11 - FEDERAL AND STATE TAXES**

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to LABORATORY. The LABORATORY shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the LABORATORY be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

## **ARTICLE 12 - AVAILABILITY OF FUNDS**

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

## **ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by the LABORATORY, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

## **ARTICLE 14 - DEFAULT**

- 14.1 The AUTHORITY may, by written notice of default to the LABORATORY, terminate this Agreement in whole or in part if: a) the LABORATORY: fails to satisfactorily perform any provisions of this Agreement; or b) fails to make progress so as to endanger performance under the terms and conditions of this Agreement; or c) repeatedly fails to perform; or d) does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the LABORATORY, the AUTHORITY may, in its sole and unfettered discretion, procure goods and/or services similar to those required under this Agreement, and the LABORATORY shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the LABORATORY was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of the LABORATORY), the rights and obligations of the parties shall be those provided in Article 16 – Uncontrollable Forces.

## **ARTICLE 15 – TERMINATION FOR CONVENIENCE**

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate this Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written Notice of Termination to the LABORATORY, specifying the

portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the LABORATORY has the right to withdraw, without adverse action by the AUTHORITY, from the entire Agreement.

- 15.2 Unless directed differently in the Notice of Termination, the LABORATORY shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, the LABORATORY shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the LABORATORY is in breach of this Agreement, the LABORATORY shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

#### **ARTICLE 16 - UNCONTROLLABLE FORCES**

Neither the AUTHORITY nor LABORATORY shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 17 – JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located exclusively in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND LABORATORY FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

#### **ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY**

As a condition of entering into this Agreement, the LABORATORY represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the LABORATORY shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender, age, marital status, familial status, sexual orientation, gender identity or expression, or on the basis of disability in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the LABORATORY retaliate against any person for reporting instances of such discrimination. The LABORATORY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The LABORATORY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the LABORATORY from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.



The LABORATORY agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the LABORATORY is familiar with the contents of same.

#### **ARTICLE 19 - WAIVER**

A waiver by either AUTHORITY or LABORATORY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **ARTICLE 20 - SEVERABILITY**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.

#### **ARTICLE 21 - ENTIRETY OF AGREEMENT AND MODIFICATION**

The AUTHORITY and the LABORATORY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and LABORATORY pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties thereto.

#### **ARTICLE 22 - MODIFICATION**

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and LABORATORY. Such modifications shall be in the form of a written Amendment executed by both parties.

#### **ARTICLE 23 - SUCCESSORS AND ASSIGNS**

AUTHORITY and LABORATORY each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to other party and its partners, the party's partners, successors, executors, administrators, assigns, and legal representatives. LABORATORY shall not assign this Agreement without the prior express written approval of the AUTHORITY via executed amendment.

#### **ARTICLE 24 - CONTINGENT FEES**

The LABORATORY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LABORATORY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LABORATORY, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE**

- 25.1 Execution of this Agreement by the LABORATORY shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors.

## **ARTICLE 26 - OWNERSHIP OF DOCUMENTS**

LABORATORY shall be required to cooperate with other sub-contractors or other entities relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole and unfettered discretion.

## **ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS**

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

27.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

**IF THE LABORATORY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE LABORATORY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGER**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**7501 NORTH JOG ROAD**

**WEST PALM BEACH, FL. 33412**

**561-640-4000 EXT. 4606**

**[RECORDSCUSTODIAN@SWA.ORG](mailto:RECORDSCUSTODIAN@SWA.ORG)**

- 27.3 The LABORATORY shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, LABORATORY shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 27.4 Notwithstanding anything herein to the contrary, the LABORATORY expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the LABORATORY and the LABORATORY must provide the records or allow access to the records within a reasonable time. A LABORATORY who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the LABORATORY is required to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the LABORATORY does not transfer the records to the AUTHORITY; and
- 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the LABORATORY or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the LABORATORY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LABORATORY keeps and maintains public records upon completion of the Agreement, the LABORATORY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the LABORATORY to comply with these requirements shall be a material breach of this Contract.

#### **ARTICLE 28 - INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the LABORATORY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## ARTICLE 29 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

### AS TO AUTHORITY

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412

Attention: Mr. Dan Pellowitz, Executive Director  
Office No.: 561-640-4000 Fax No.: 561-640-3400

### AS TO LABORATORY

Florida-Spectrum Environmental Services, Inc.  
1460 W. McNab Road  
Ft. Lauderdale, FL 33309

Attention: Lyle A. Johnson, President

Office No.: 954-978-6400 Fax No.: 954-978-2233 E-Mail: [l.johnson@flenviro.com](mailto:l.johnson@flenviro.com)

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LABORATORY and AUTHORITY.

## ARTICLE 30 - CONTRACT ADMINISTRATION

Services of LABORATORY shall be under the general direction of **Ms. Mary Beth Morrison**, Director of Environmental Programs, or designee, who shall act as the AUTHORITY'S representative during the term of this Agreement.

## ARTICLE 31 - KEY PERSONNEL

LABORATORY shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject any proposed changes in key personnel. The following personnel shall be considered key personnel:

Lyle Johnson – Laboratory Director  
Cell No.: 954-978-6400 E-Mail: [l.johnson@flenviro.com](mailto:l.johnson@flenviro.com)

Maria Castellanos – Technical Manager  
Cell No.: 954-978-6400 E-Mail: [m.castellanos@flenviro.com](mailto:m.castellanos@flenviro.com)

Roxana Lambias – QA Manager/Officer  
Cell No.: 954-978-6400 E-Mail: [r.lambias@flenviro.com](mailto:r.lambias@flenviro.com)

## ARTICLE 32 – EQUAL BUSINESS OPPORTUNITY PROGRAM

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

**32.1 Affirmative Procurement Initiative (API):** The AUTHORITY has not applied an Affirmative Procurement Initiative (API) to this Agreement. However, pursuant to SWA Governing Board Policy, the AUTHORITY encourages the use and participation of S/M/WBEs in the performance of AUTHORITY contracts and agreements. The approved forms for S/M/WBE use and participation in the performance of this Agreement are attached hereto as Attachments A and B to Exhibit C.

**32.2 Sub-contractor/Supplier Utilization Plan:** Although not required by this Agreement, voluntary S/M/WBE use is encouraged, and if applicable, the Sub-contractor/Supplier Utilization Plan submitted by the LABORATORY to AUTHORITY with its proposal for this Agreement shall contain the names of the certified SBE Sub-contractors to be used by LABORATORY on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each SBE Sub-contractor, and documentation including a description of each SBE Sub-contractor's scope of work and confirmation of each SBE sub-contractor's commitment to perform such scope of work for an agreed upon dollar amount and is hereby attached as Exhibit C and incorporated by reference into the material terms of this Agreement.

[Not required by this Agreement] In the absence of a waiver granted by the EBO, the failure of LABORATORY to attain this sub-contracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of this Agreement with the AUTHORITY, and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

**32.3 Calculating SBE Participation:** Although not required by this Agreement, voluntary S/M/WBE use is encouraged, and if applicable, the percentage of participation shall be calculated by dividing the actual payments made to local certified SBE Firms providing goods and/or services necessary to support the required services under the Agreement, by the actual payments made to the LABORATORY.

The goal is to encourage doing business with certified local SBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local SBE firm included in the LABORATORY's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to solicitation. Certified local (Palm Beach County) SBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in Section 6 of the AUTHORITY's Purchasing Manual as of the aforementioned dates required for certification.

**32.4 Equal Business Opportunity (EBO) Program Compliance – General Provisions:**

1) LABORATORY acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that LABORATORY's commitments including, but not limited to, the Subcontractor/Supplier Utilization Plan, if needed, are part of LABORATORY's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. LABORATORY's compliance with the EBO Program and

exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this Agreement to be material terms. LABORATORY voluntarily agrees to fully comply with the EBO Program terms as a condition of being awarded this Agreement by the AUTHORITY. Without limitation, LABORATORY further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

- a) LABORATORY shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding LABORATORY's utilization and payment of all of its Sub-contractors and suppliers, including both SBE and non-SBE firms for their performance of Commercially Useful Functions on this Agreement, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely reporting of payments, and entry of data into the **Equal Business Opportunity Management System**, and ensuring the timely compliance of its subcontractors and suppliers with this requirement. **LABORATORY shall report and enter data by visiting [swa.gob2g.com](http://swa.gob2g.com);**
- b) LABORATORY shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of LABORATORY or its Sub-contractors or suppliers;
- c) LABORATORY shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, Agreement -related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-contractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d) LABORATORY shall immediately notify AUTHORITY through the EBO or the Originating Department for this Agreement of any proposed changes to LABORATORY's Sub-contractor/Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by LABORATORY to replace the Sub-contractor/Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-contractor/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by LABORATORY of work previously designated for performance by Sub-contractor or supplier, substitutions of new Sub-contractors, terminations of previously designated Sub-contractors, or reductions in the scope of work and value of work awarded to Sub-contractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (Attachment B) and Change To Utilization Plan form (Attachment A), and shall be subject to prior written approval by the Originating Department and the EBO;
- e) LABORATORY shall immediately notify the Originating Department and EBO of or change in its ownership or business structure;
- f) LABORATORY shall retain all records of its Sub-contractor payments for this Agreement for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the SBE firms listed in a LABORATORY's Sub-contractor/Supplier Utilization Plan, the LABORATORY shall not be given credit for the participation of its SBE sub-contractor(s), consultants or joint venture partner(s) towards attainment of SBE firm utilization goals, and the LABORATORY and its listed SBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) LABORATORY acknowledges that the AUTHORITY will not execute an agreement for this project

until the LABORATORY and each of its Sub-contractors for this project have registered and/or maintained active status in the AUTHORITY's Equal Business Opportunity Management System and LABORATORY has represented to AUTHORITY which primary commodity codes each registered Sub-consultant will be performing under for this contract;

- i) LABORATORY acknowledges that the AUTHORITY will not execute an Agreement for this project until the LABORATORY provides an executed agreement with each of its SBE Sub-contractors or suppliers with a contract term having the same as with this Agreement at a minimum.

**32.5 Affirmative Procurement Initiatives – Compliance:**

- 1) **Prompt Payment:** Upon execution of this Agreement by LABORATORY, LABORATORY shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Sub-contractors to ensure that the LABORATORY's reported sub-contract participation is accurate. LABORATORY shall pay its Sub-contractors in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.
- 2) **Violation:** In addition to the above, LABORATORY acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:
  - a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
  - b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
  - c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
  - d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
  - e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.
- 3) **Penalties, Sanctions and Debarment:** Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by specific reference that include, but are not limited to:
  - a) Suspension of contract;
  - b) Withholding of funds;
  - c) Recession of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
  - d) Refusal to accept a response or proposal to a future bid or RFP;

- e) Debarment of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and
- f) Liquidated damages equal to the difference in dollar value of SBE participation as committed to in this Agreement and the dollar value of SBE participation as actually achieved.

### **ARTICLE 33 - SCRUTINIZED COMPANIES**

33.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LABORATORY certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by LABORATORY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

33.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the LABORATORY certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by LABORATORY, this may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

### **ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES**

34.1 The LABORATORY agrees that this Agreement constitutes an offer to all State and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the LABORATORY deem it in the best interest of their business to do so.

34.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

### **ARTICLE 35 – THIRD PARTY BENEFICIARY DISCLAIMER**

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY***



***In Witness Whereof***, the Solid Waste Authority of Palm Beach County, and Florida-Spectrum Environmental Services, Inc. has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

WITNESS:

- 1. 
- 2. 

By: 

Daniel Pellowitz  
Executive Director


(SEAL)

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: Howard J. Falcon  
Howard J. Falcon, III  
General Counsel

Digitally signed by Howard J. Falcon III  
DN: cn=Howard J. Falcon III, o=Palm Beach  
County, ou=County Attorney's Office,  
email=h.falcon@pbcgov.org, c=US  
Date: 2020.09.11 15:15:32 -0400'

**APPROVED AS TO TERMS AND CONDITIONS:**

  
Mary Beth Morrison  
Director of Environmental Programs


Digitally signed by Mary Beth Morrison  
Date: 2020.09.11 11:27:17 -04'00'

Signature  
Print Name  
Title

**ATTEST:**

  
Corporate Secretary

**FLORIDA-SPECTRUM ENVIRONMENTAL SERVICES, INC.:**

  
Katherine Coral  
Chief Financial Officer

Authorized Signature  
Print Name  
Title

WITNESS:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

(Affix Corporate Seal)

**SCOPE OF WORK****A. INTRODUCTION**

1. The AUTHORITY requires analytical laboratory services for demonstrating compliance with all Florida Department of Environmental Protection (FDEP) permit specifications and other monitoring requirements for Landfills, Transfer Stations, Waste-to-Energy Facilities, Deep Injection Well System, Recycling Facilities, and Disaster Debris Management Sites (DDMS). The LABORATORY must demonstrate and maintain the ability to meet or exceed all regulatory, analytical and time frame requirements in addition to providing professional assistance to the AUTHORITY with respect to their monitoring program.
2. There are approximately two-hundred and forty (240) groundwater monitoring wells, surface water and wastewater sample points, all scheduled to be monitored at varying intervals on an annual basis. Additionally, the Scope of Work also requires quality control samples, trip and equipment blanks. Estimates of wells and/or parameters are subject to change. In addition to groundwater monitoring, water quality samples may be taken from various other sites for purposes of determining compliance with industrial wastewater, surface water quality, or stormwater regulations. Samples may also include those from other monitoring wells, surface water sites, leachate collection systems, soils, biosolids, incinerator ash, cuttings from monitor well installation, and any other samples necessitating laboratory analysis for investigative analysis.
3. AUTHORITY staff will conduct related activities, such as sample collection, measurements of groundwater levels, rainfall measurements and reporting, as specified in the Ground Water Monitoring Plan and other permits. Sampling services may be required on an as needed basis as described below.

**B. WORK OBJECTIVE**

The Work Objective is to:

1. Perform comprehensive analytical laboratory services of water quality, soils, ash, and leachate for AUTHORITY landfills, transfer stations, waste-to-energy facilities, DDMS, and other recycling facilities as specified by regulatory timeframes in various Federal, State, and local permits.
2. Meet specified holding times and produce highly accurate data.
3. Submit data timely in the appropriate ADaPT format.

**C. SCOPE OF WORK**

Duties of the LABORATORY for Analytical Laboratory Services include testing, quality assurance/control and data reporting in Florida ADaPT Electronic Data Deliverable (EDD) format relating to the following SCOPE:

**REGULATORY COMPLIANCE AND INVESTIGATIVE ANALYSIS****Required Methodology:**

Metals, Nutrients, Demands, Organic Extractables, General Parameters I & II, Microbiology, Pesticides/Herbicides/PCBs, Purgeable Organics, EPA 40 CFR Part 258 Appendix I & II, and Basic Environmental Laboratory (Note: see Analyte Method Tables listed in Exhibit B, Fee Schedule)

**Sampling Matrices Include:**

Groundwater, Non-Potable Water, Leachate, Industrial Wastewater, Surface Water, Stormwater, Drinking Water, and Solids (i.e., Incinerator ash, Biosolids, Contaminated Soils, Borings, Soils, etc.)

The work generally encompasses the analysis and reporting of samples listed in the Table of Scheduled Testing. The general analytical requirements are shown in Table A below. Note: The general analytical requirements and estimates of wells/parameters shown in Table A are subject to change. This table does not guarantee work.

This table is provided as an estimate of analytical testing and is not intended to guarantee the work shown.

TABLE A. SCHEDULE OF ANALYTICAL TESTING PER YEAR

Regulatory Compliance and Investigative Analysis	Sampling Matrices	Sampling Frequency	# of sample points	Blanks/dups	total # of sample points/ year
Central County Transfer Station Wells <sup>5</sup>	Groundwater	Quarterly	8	2	40
Central County Transfer Station Surface Water <sup>5</sup>	Surface Water	Quarterly	1	1	8
Dyer Landfill Wells <sup>3</sup>	Groundwater	Quarterly	32	3	140
Dyer Landfill Surface Sites	Surface Water	2/year	4	1	10
Dyer Landfill Surface Water Discharge	Surface Water	Monthly	1	2	48
Lantana Hills Golf Course Surface Discharge <sup>1</sup>	Surface Water	Quarterly	1	2	12
PBREP LANDFILL (SITE-7) Monitoring Wells	Groundwater	2/year	39	2	82
PBREP LANDFILL (SITE-7) Monitoring Well E1	Groundwater	2/year	1	0	2
PBREP LANDFILL (SITE-7) Surface Water	Surface Water	Quarterly	1	2	12
PBREP SITE 7 Class I Deep Injection Well	Industrial Wastewater	1/year	2	2	4
PBREP SITE 7 Class I Deep Injection Well Additional	Industrial Wastewater	1/year	2	1	3
PBREP SITE - 7 Underground injection control wells – Wells (MW-1 & MW-2) <sup>1</sup>	Groundwater	Monthly	2	1	48
PBREP SITE - 7 Underground injection control wells – Wet Well	Industrial Wastewater	Monthly	2	2	64
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone	Groundwater	Monthly	1	0	16
PBREP SITE - 7 Underground injection control wells – MW-1 Upper Zone Additional	Groundwater	Monthly	1	0	16
PBREP (SITE-7) Surface Discharge for SFWMD <sup>4</sup>	Surface Water	Qtr.	1	1	8
PBREP LANDFILL (SITE-7) NPDES <sup>2</sup>	Stormwater	Qtr./5 yrs. <sup>2</sup>	1	1	8
PBREP(SITE-7) Utilities boiler feed water	Non-potable Water	Qtr.	2	1	12
PBREP (SITE-7) Compost wells	Groundwater	Qtr.	17	1	72

**EXHIBIT A**

<b>Regulatory Compliance and Investigative Analysis</b>	<b>Sampling Matrices</b>	<b>Sampling Frequency</b>	<b># of sample points</b>	<b>Blanks/dups</b>	<b>total # of sample points/ year</b>
PBREP (SITE-7) Compost ISW's	Groundwater	Qtr.	13	1	56
PBREP(SITE-7) Rookery surface water	Surface Water	Qtr.	4	1	20
PBREP (SITE-7) Surface water (WCA)	Surface Water	2/year	1	2	6
PBREP (SITE-7) Biosolids (TSS)	Industrial Wastewater	Weekly	2	0	104
PBREP (SITE-7) Injection pad monitoring wells	Groundwater	Qtr.	5	1	24
PBREP (SITE-7) Lab QA/QC	Non-potable Water	Qtr.	4	0	16
PBREP (SITE-7) Monitoring wells additional	Groundwater	Quarterly	17	5	88
PBREP (SITE-7) Lab QA/QC		Quarterly	4	0	16
PBREP (SITE-7) ISW's	Groundwater	Quarterly	13	1	56
PBREP (SITE-7) Wells additional special	Groundwater	2/Quarter	11	0	22
PBREP(SITE-7) Investigative Project (Piezometers)	Groundwater	Quarterly	40	3	172
LANTANA ISW's <sup>1</sup>	Groundwater	Qtr.	6	1	28
<b>TOTAL</b>			<b>239</b>	<b>40</b>	<b>1213</b>

**Regulatory Compliance**

<sup>1</sup> Field blanks optional

Estimated Cost

<sup>2</sup> Sampling once a quarter every 5 years

<sup>3</sup> 1st quarter includes volatile organic compounds (VOCs), pest, herbicides

<sup>4</sup> 1st and 3rd quarters include VOCs

<sup>5</sup> 2nd quarter includes VOC's

For the entire term of this Agreement, including any extensions, the LABORATORY must maintain their certification from the Florida Department of Health Environmental Laboratory Certification Program (FLDOH ELCP) for the categories listed above, and must also be able to maintain all applicable standards of the National Environmental Laboratory Accreditation Program (NELAP).

To ensure sample integrity and analysis is within required holding times, only a LABORATORY within a 200 mile radius of the AUTHORITY'S Administration Building shall be used. For LABORATORY with satellite facilities, seventy-five percent (75%) of the AUTHORITY'S analysis must be completed within the 200 mile radius of the AUTHORITY and ninety-five percent (95%) within the State of Florida. The LABORATORY must maintain the ability to perform up to 26,000 determinations for in house per quarter from 1213 sample points including, but not limited to groundwater, surface water, storm water, landfill leachate, industrial wastewater, municipal solid waste (MSW) incinerator ash, soil, and de-watered sludge samples.

To ensure the AUTHORITY'S permit requirements are met, the LABORATORY shall provide a final report in both .pdf format via email and FDEP's electronic Automated Data Processing Tool (ADaPT) format within

twenty one (21) calendar days from receipt of the sample. The LABORATORY must maintain proficiency studies having passing results of at least ninety percent (90%) of the combined total of the two years of Water Pollution (WP) and Water Supply (WS) studies, and Soil Studies. In the event that the results of the proficiency study fall below ninety percent (90%), LABORATORY will be suspended from further analysis until such time that the score is passing. The suspended LABORATORY'S work under this Agreement shall be performed by an alternate laboratory through work assignments as set forth in Article 2 of this Agreement as authorized by the AUTHORITY in its sole and unfettered discretion.

#### **D. ANALYTICAL LABORATORY REPORT**

The AUTHORITY requires all analytical laboratory reports to be submitted via email (.pdf document) and electronic format. All electronic reports in .pdf format must be accompanied with its respective Chain-of-Custody, field sheets, invoice, and quality assurance data. All electronic data shall be submitted in ADaPT format.

1. The AUTHORITY will provide the contracted LABORATORY a sample request letter prior to the beginning of each quarterly sampling period which will delineate the Project ID, analyses required, the sampling matrix, permit numbers and Sample ID's. The corresponding report for each sampling event shall include only the parameters requested for that event. Analytical testing varies and is dependent upon individual permits or required lists. Some permits request specific compounds using specific test methods. Some permits require a few parameters from a specific test method. Only the parameters listed from the permit will be reported. Some parameters will come from a specific list such as EPA Method 8021, 40 CFR Part 258, Appendix I or Appendix II. If a particular parameter is requested and the LABORATORY reports all the compounds for the test method on the report, the LABORATORY will be required to remove all the over-reported parameters and resubmit the report.
2. In the rare event an analyte has to be subcontracted to another laboratory (i.e., infrequent parameters, such as radionucleotide, bacteria holding time, or equipment failure), the AUTHORITY must be informed of and approve the subcontracted laboratory. All subcontracted analysis shall be incorporated into the report and the subcontract laboratory must be identified (i.e. Florida Department of Health (FDOH) ID). Do not include subcontracted analysis as an attachment or separate report.
3. At a minimum, the Final Laboratory (in .pdf format) report will conform to the AUTHORITY'S preferred format (EXHIBIT D Note- Analytical Results Format). All results must be a numeric value (no results can be reported as U, BDL or ND text). Results less than the Method Detection Limit (MDL) must be reported with a "<" accompanied with the MDL value (hard copy only). Appropriate qualifiers must follow the result and a case narrative is required in the beginning or end of the report for all qualified results. The following information listed as items (a) through (p) must appear on the first page of each sampling location, with items (a) through (g) to be situated at the top of the page as a Header above items (h) through (p). Items (q) through (aa) must appear in tabular form on the first page. If the report exceeds one page, any additional pages must have only item numbers (a) and (l) referenced on the top with item numbers (q) through (aa) continued.
  - a. Work Order Number \*
  - b. Depth to Water (ft)
  - c. Total Depth (ft)
  - d. Top of Casing (ft)
  - e. Project Name
  - f. Sample Appearance (Sheen/Color/Odor)
  - g. Sample Matrix
  - h. Facility Water Assurance Compliance System (WACS) ID

- i. WACS Test Site ID #
- j. Sampling Date/Time
- k. Report Period (Yr./Qtr.)
- l. Well Name
- m. Well Purged (Y/N)
- n. Classification of Ground Water
- o. Well Type: ( ) Background, ( ) Intermediate, ( ) Compliance, ( ) Other
- p. Ground Water Elevation – National Geodetic Vertical Datum (NGVD)
- q. Storet Code
- r. Parameter Monitored
- s. Sampling Method
- t. Field Filtered Y/N
- u. Analysis Method
- v. Analysis Date/Time
- w. Analysis Results w/ Relational Operation (< or >), laboratory qualifier Codes (U, I, J, etc.)
- x. Analysis Units
- y. Detection Limits – Method Detection Limit (MDL) & Practical Quantitative Limit (PQL)
- z. Detection Units
- aa. Dilution Factor
  - \*The laboratory's Sample ID (i.e. work order#/project#/log #, submission) fraction number (sample number) may be added to the right of the Sample ID Number.

4. The order in which the parameters are listed on the report shall be approved by the AUTHORITY. The LABORATORY shall not change the order of the parameters without the approval of the AUTHORITY. If field parameters are available they shall be the first parameters listed. See EXHIBIT D - Analytical Results Format for the preferred parameter order.
5. The analytical method and the MDL to be used in the analysis of the individual parameters must be approved by the AUTHORITY. The LABORATORY shall not change or alter the analytical methods or the MDLs without approval from the AUTHORITY. Unless authorized by the AUTHORITY, MDLs must be below the appropriate regulatory standard. Ground Water sample detection limits should be below the standards set forth in Chapter 62-550, Florida Administrative Code (F.A.C.) or Chapter 62-777, F.A.C. when applicable. Surface Water sample detection limits should be below the standards set for in Chapter 62-302, F.A.C. The AUTHORITY reserves the right to request project specific MDLs/PQLs. All Leachate and Waste Water must meet the maximum contaminant levels (MCLs) for toxicity (40 CFR Part 261.24, Table 1). Any method of detection limit deviation must be approved by the AUTHORITY.
6. All laboratory analysis reports shall be submitted with the appropriate invoice.
7. Trip Blanks for VOCs must be provided and reported per cooler (FDEP Field SOP FQ 1213). Anytime a work order has VOCs requested, the cost of the VOC Trip Blank will be the responsibility of the LABORATORY.
8. When requested by the AUTHORITY, Trip Blanks for Metals shall be provided and reported at a frequency determined by the AUTHORITY. The cost for the Metals Trip Blank shall be the responsibility of the AUTHORITY.
9. All Reports shall be electronically formatted for ADaPT. Florida ADaPT Solid Waste Laboratory Data Deliverable (SWLDD) File Specifications and Solid Waste Field Deliverable Data (SWFDD) File Specifications may be found in the FDEP ADaPT DWM User Guide and the Error Check Guidance documents located at <https://floridadep.gov/waste/waste/content/adapt> under Reference Documents.

The latest ADaPT application version may also be downloaded at the same web address. All ADaPT submittals must include at a minimum, a field data deliverable (FDD) and a laboratory data deliverable (LDD). The LDD shall be run through its error check and except errors of the type 0007, all errors shall be corrected or explained in the Error Log Lab Comments field. The FDD shall be run through the Field Error Check and shall be free of any errors. Once both electronic deliverables are free of errors, a test for exporting the data into WACS shall be made and the only errors allowed would be for the presence of laboratory QC samples or parents of lab samples used as QC in the LDD. (WACS is the Florida Department of Environmental Protection, Hazardous and Solid Waste Department's data base). ADaPT files containing a single work order is required for all electronic submittals. Some AUTHORITY projects require combining all work orders for that project into one ADaPT file. The AUTHORITY may require the LABORATORY to combine the work orders for selected projects. FDEP WACS Test Site ID's are currently assigned to all AUTHORITY permitted sample locations. Locations that are not assigned a FDEP WACS Test Site ID are assigned an AUTHORITY Test Site ID. The AUTHORITY will provide a Test Site ID for all new sample locations. The AUTHORITY maintains an internal database called SWAMP (Solid Waste Authority Monitoring Program). SWAMP is ADaPT compatible and requires uploads using the following specific file name sequence:

Field EDD (FDD): WACS Site ID\_year & month\_swfdd(work order/log #).txt  
Lab EDD (LDD): WACS Site ID\_year & month\_swldd(work order/log #).txt

Examples are as follows:  
65681\_201207\_swfdd(12345678).txt  
65681\_201207\_swldd(12345678).txt

10. The AUTHORITY reserves the right to modify the electronic file format throughout the contract period as needed for any possible changes that may occur due to regulatory or other updates. The AUTHORITY shall not be responsible for additional cost incurred by the LABORATORY due to these changes.
11. LABORATORY shall ensure that all samples are analyzed within the appropriate holding times for each parameter. LABORATORY shall notify the AUTHORITY immediately prior to analyzing out of hold samples.

#### **E. QUALITY ASSURANCE**

1. A Copy of current Accreditation is required for the LABORATORY by the FDOH/NELAP. The LABORATORY shall provide the AUTHORITY with any updates, changes or non-compliance issues with the NELAP Accreditation that occurs within the terms of this contract.
2. The LABORATORY shall provide the AUTHORITY with VOC and Metals Trip blanks as necessary. No more than one (1) VOC/Metals Trip blank/method per cooler is required.
3. Level II "Plus" Quality assurance data must be included with all hard copy analytical LABORATORY reports. The Level II "Plus" data shall include:
  - a. Surrogate Recovery Summary (provide sample surrogate recoveries percentages in available laboratory format: i.e., Excel, CLP, Form 2 surrogate recovery, etc.)
  - b. Blank Summary
  - c. Laboratory Control Spike(s)
  - d. Duplicate Summary or matrix spike duplicate summary or laboratory control sample (LCS) duplication
  - e. Matrix Spike Summary
  - f. Calibration Data Summary (when requested)

4. Original LABORATORY Reports shall be signed by LABORATORY personnel.
5. Qualifier code summary explanations used in the analysis results electronic copy, signed Chain-of-Custody and associated documentation or forms, and field sheets must be returned with the final report.
6. The LABORATORY shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the AUTHORITY. When an Analyte is detected in both the sample and the associated method blank and a 'V' qualifier code is assigned, all results flagged with a 'V' code must be re-analyzed and/or re-extracted/digested and re-analyzed at the cost of the LABORATORY. The AUTHORITY must be notified immediately via email within the required holding times.
7. The LABORATORY shall immediately notify the AUTHORITY representative via telephone, or e-mail in the event that any accuracy problems, reporting problems, exceedances of any primary MCL (as set forth in Chapter 62-550, F.A.C.), or if abnormal test results become apparent to the LABORATORY.
8. The LABORATORY shall provide a copy to the AUTHORITY of any and all Quality Assurance/Quality Control correspondence for any directly related services between the LABORATORY and the FDEP and/or FDOH related to the services performed under agreement executed with LABORATORY.
9. Any Blanks with a total dissolved solid (TDS) value greater than 30.0 milligrams per liter (mg/l) with conductivity less than 10 micromhos per centimeter (umhos/cm) shall be reanalyzed prior to hold expiration, at the cost of LABORATORY.
10. Any TDS value greater than the conductivity value shall be reanalyzed for TDS & conductivity, prior to hold expiration, at the cost of LABORATORY.
11. The LABORATORY shall confirm positive hits of Equipment Blanks, Field Blanks or Trip Blanks when the associate sample concentration for the target analyte is present at < 10X the concentration of the above mention blanks, at the cost of LABORATORY.
12. The LABORATORY shall ensure that the appropriate method is utilized in accordance with the permit, sample matrix, and/or specific rule requirement.
13. EPA Methods and Standard Methods are subject to change. It will be the LABORATORY'S responsibility to update new approved methods or other regulatory change. The AUTHORITY shall not be responsible for additional cost incurred by the LABORATORY due to these changes. If regulatory changes affect a cost differential greater than 10% of awarded price, the LABORATORY may request a price change to be approved by the AUTHORITY.
14. Proficiency testing (PT) to include WP and WS studies and Soil studies, as applicable, shall be provided to the AUTHORITY in electronic format. When a PT study is performed, the LABORATORY shall direct the proficiency provider to send one (1) copy of the PT study to the AUTHORITY.

**F. REQUIRED TURN-AROUND TIME**

Final reports and ADaPT files are to be received by the AUTHORITY within twenty-one (21) calendar days from receipt of the sample by the LABORATORY. However, there may be occasions when one or two week turnaround time will be required. If clerical corrections are required to a report, a final amended report and a final amended ADaPT electronic data deliverable shall be submitted within five (5) business days from receipt of the request for corrections.



**G. QUESTIONABLE / INVALID DATA**

1. Reanalysis of questionable data samples (possible invalid data) shall be provided by the LABORATORY at the request of the AUTHORITY.
2. Reanalysis results require a seven (7) calendar day turnaround, where "reanalysis" implies re-digestion or re-extraction as needed.
3. Cost for reanalysis of questionable data shall be borne by the AUTHORITY at the standard parameter price unless the original result is invalidated due to LABORATORY error, in which case cost of reanalysis shall be borne by the LABORATORY.
4. Locations which must be re-sampled due to LABORATORY error, analyses out of holding time, 'V' qualifier, lost samples, equipment failure, etc., shall be the sole responsibility of the LABORATORY. The cost of sampling shall be borne by the LABORATORY. Any re-sampling by the LABORATORY must be coordinated with the AUTHORITY representative.

**H. SAMPLE CONTAINERS**

The LABORATORY shall purchase and provide to the AUTHORITY new coolers in sufficient quantities for contract services. These coolers shall be dedicated and labeled "SWA PBC" and used for shipping to and from the AUTHORITY. These coolers shall be kept in good repair and be used for no other purpose other than transport of AUTHORITY samples.

The LABORATORY shall provide the AUTHORITY labeled sample containers composed of virgin material and shall contain the proper amount and type of preservative for the parameters to be analyzed. In order to assure that samples collected by AUTHORITY are correctly preserved the LABORATORY shall provide the AUTHORITY with extra preservatives to be used if necessary. At the time the LABORATORY provides the AUTHORITY preservative stock in pre-preserved sample containers, the LABORATORY must also provide to the AUTHORITY extra preservative stock of the same lot.

The LABORATORY shall provide the AUTHORITY with sufficient labeled sample containers and coolers for the AUTHORITY to conduct non-scheduled sampling. The AUTHORITY will provide the LABORATORY a list of the number and types of sample containers and coolers required.

**I. PACKING**

LABORATORY shall prepare and mark all sample containers. Only waterproof labels and indelible ink shall be used on the bottles. Samples will be shipped to the LABORATORY in wet ice. The requirements for deliveries as listed below may be adjusted in the Sampling Request Letter.

1. A packing list must be included with all coolers, indicating the bottles quantity, type, lot number, amount and concentration of preservative added to sample containers and/or shipped as additional preservative, lot IDs, preservation lot IDs which were included, etc., as per FDEP Standard Operating Procedures (SOP) FD 1000.
2. All coolers are required to be delivered to the AUTHORITY and samples are to be picked up by the LABORATORY during normal working hours, Monday through Friday only, as further defined in Section J below.

3. The coolers are to be packed by Project ID, as designated by the Sampling Request Letter. Each cooler shall be lined with a plastic bag. The sample containers are to be packed in separate plastic bags big enough to contain one sample point per bag. Each sample point shall be packed in the coolers with the sample containers upright in the bags leaving enough room in the cooler for ice. Over packing of the coolers shall not be permitted. Any changes shall be approved by the AUTHORITY representative. No more than 1 Equipment Blank and 1 Field Blank per cooler if required. All coolers shall have labels on the outside indicating which samples are within the cooler.
4. All coolers containing an Equipment Blank or Field Blank should include a blank Chain-of-Custody sheet, packing list, Distilled / De-ionized Water in amounts necessary for blanks, and new glass liter bottle(s) for VOC / Extractables. Note: If sample containers include glass construction, glass containers will be required for analyte-free water.
5. The site name as designated by the Sampling Request Letter shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, client name (SWA), type of preservative, and the sample type (i.e.: metals, VOCs, nitrates, generals, etc.). The label shall include space for sample ID, sampler initials, sample date and time, which will be completed by AUTHORITY staff.
6. Samples received by the LABORATORY will have the Chain-of-Custody indicating the parameters to be analyzed; the appropriate portion of the Sampling Request Letter will be attached to the Chain-of-Custody. Special sampling events will only have a Chain-of-Custody sent to the LABORATORY. One final report will be required for each Chain-of-Custody sent.
7. All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight and leak proof. All glass containers shall be wrapped in "bubble wrap" packing.

**J. SHIPPING OF SAMPLING KITS & ANALYTICAL SAMPLES**

LABORATORY shall be responsible for all shipping cost associated with the delivery of sampling kits to and the pick-up of analytical samples from the AUTHORITY'S Environmental Laboratory office, located at 6153 North Jog Road, West Palm Beach, Florida, during normal working hours. Pickup will typically be between 2:00 p.m. and 4:00 p.m., local time, Monday through Friday only. All sampling kits shall be scheduled for pickup on the same day the samples are collected but no later than 4:00 p.m. to ensure that holding times are met. Emergency arrangements must be made with the AUTHORITY'S Environmental Programs prior to 4:00 p.m. local time for pickup and deliveries after normal hours.

**K. CHAIN-OF-CUSTODY REPORTS**

The LABORATORY shall provide the AUTHORITY with hard copy (carbon copy) Chain-of-Custody forms that have a unique tracking number for each form. All Chain-of-Custody forms will be initiated and signed by LABORATORY and shall be provided for all Equipment Blank/Field Blank coolers. These forms are to be completed by an AUTHORITY employee performing the sampling. Upon arrival of full sample containers at LABORATORY, the receiving individual will sign the Chain-of-Custody. If a set of samples are sent to the LABORATORY and analysis are performed at more than one laboratory and need additional transport, then Chain-of-Custody documentation must be maintained for each sample until it reaches its final destination. Samples that require additional transport shall continue in AUTHORITY dedicated coolers and shall not be commingled with other samples. The LABORATORY shall provide all Chain-of-Custody documentation with the final report.

**L. LABORATORY SAMPLING**

In the event that personnel from LABORATORY are requested to perform the field sampling, LABORATORY will be responsible for following all Current FDEP Standard Operating Procedures (SOP) Rule requirements in addition to the AUTHORITY'S Quality Assurance Plan (QAP). The LABORATORY personnel must complete all necessary field information required on the AUTHORITY'S Field Sample Sheets, which will be provided. LABORATORY will be responsible for exercising strict chain-of-custody over all AUTHORITY samples. Copies of all Chain-of-Custody forms will accompany the reports of analysis to the AUTHORITY.

**M. LABORATORY WRITTEN EXPLANATION**

LABORATORY is responsible for providing the AUTHORITY with written explanations for any and all Quality Assurance irregularities regarding FDEP and AUTHORITY specifications in the form of a case narrative or project narrative.

**N. LABORATORY DATA RETENTION**

Data from all sample events for all parameters, along with all quality control data generated relative to any test (i.e., blanks, duplicates, spikes, and standards), must be retained at the contracted LABORATORY for a minimum of five (5) years after the date of generation or completion of the records unless otherwise specified by the AUTHORITY. Prior to the destruction of any records, the AUTHORITY must be notified, including at the end of the five year period. This is required due to emergencies or legal action, which would require the AUTHORITY to obtain laboratory, certified 'original' results with associated permits/projects.

**O. SAMPLE STORAGE**

All samples received by the LABORATORY from the AUTHORITY shall be retained after the submittal date of the final report to the AUTHORITY to assure that reanalysis is possible, if requested by the AUTHORITY. Samples shall be retained for the following time frames: a minimum of ninety (90) days for metals samples and forty five (45) days for all other samples after the report submittal date.

**P. LABORATORY COMMUNICATION**

The AUTHORITY reserves the right to contact a representative of the LABORATORY outside of business hours in the event that samples have not been picked up before closing, MCL exceedance, lost or missing data, amended report within five (5) days, etc. Contact information (phone number and email) for the Project Manager and Laboratory Director are to be provided.

The LABORATORY shall immediately notify the AUTHORITY when the Laboratory Director, Project Manager, Technical Manager, or QA Manager/Officer have been changed. The AUTHORITY reserves the right to request that a different Project Manager be assigned to the contract at any time.

If the LABORATORY is sold, and the staff and equipment is maintained in the existing facility, this Agreement shall be transferred to the new owner as set forth in Article 23. However, should the acquiring facility disband the existing purchased LABORATORY, the new facility will be required to prove qualifications based on the requirements of this Agreement. The qualifications of the new or successor laboratory shall meet or exceed those of its predecessor as set forth in this Agreement and must be acceptable to the AUTHORITY.

**Q. LABORATORY MEETINGS**

The AUTHORITY will be conducting quarterly meetings either at the LABORATORY's facility, at the

AUTHORITY's administrative building in West Palm Beach, or via virtual teleconference. . Discussions will include, but not be limited to the LABORATORY's performance, Quality Assurance/Quality Control (QA/QC) issues, and general Contract administration.

**R. LABORATORY AUDITS**

The AUTHORITY reserves the right to conduct periodic laboratory audits to ensure continuous compliance with the Contract Agreement. Audits are conducted by a third-party laboratory consultant, with the AUTHORITY observing the audits either in person or virtual teleconference. .

**S. LABORATORY QUALITY ASSURANCE SYSTEMS MANUAL**

LABORATORY shall maintain a copy of their approved Quality Manual (QM) (may be electronic or paper), and inform the AUTHORITY of any changes to the QM.

**T. LIST OF PARAMETERS**

LABORATORY shall maintain respective detection limits and analytical methods for the List of Parameters. This information shall be grouped by Sample Type. This information shall be submitted via email as a .pdf file format document, and ADaPT files shall be submitted via email as a .txt file format.

<b>FEE SCHEDULE</b>
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Parameter	Method	Annual Estimated Quantity					Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Soil	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
<b>ORGANICS</b>									
Lindane	EPA 608/8081	35	0	0	2	NA	\$ 17.50	37	\$ 647.50
Endrin	EPA 608/8081	35	0	0	2	NA	\$ 17.50	37	\$ 647.50
Methoxychlor	EPA 608.1/8081	35	0	0	2	NA	\$ 17.50	37	\$ 647.50
Toxaphene	EPA 608/8081	35	0	0	2	NA	\$ 17.50	37	\$ 647.50
2, 4-D	EPA 615/8151	35	0	0	2	NA	\$ 45.00	37	\$ 1,665.00
2, 4, 5-TP (Silvex)	EPA 615/8151	35	0	0	2	NA	\$ 45.00	37	\$ 1,665.00
Ethylene Dibromide (EDB)	EPA 504/504.1/8011	35	0	0	2	NA	\$ 30.00	37	\$ 1,110.00
Vinyl Chloride	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
1, 2-Dichloroethane	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
1, 1, 1-Trichloroethane	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
Trichloroethene	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
Tetrachloroethene	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
Benzene	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
Carbon Tetrachloride	EPA 624/8260	35	0	0	2	NA	\$ 10.00	37	\$ 370.00
1,3-Dichlorobenzene	EPA 624/8260	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Toluene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00
Xylenes (total)	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00
1,2,4,-Trichlorobenzene	EPA 8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00
1,4-Dichlorobenzene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Unit Cost		Total Quantity	Extension Unit Cost x Total Quantity	
1,2-Dichlorobenzene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Chlorobenzene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
1,1-Dichloroethylene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
cis-1,2-Dichloroethylene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
1,2-Dichloropropane	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Ethylbenzene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Styrene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Trans-1,2-Dichloroethylene	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Dichloromethane	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
1,1,2,-Trichloroethane	EPA 624/8260	0	0	0	2	NA	\$ 5.00	2	\$ 10.00	
Dibromochloropropane (DBCP)	EPA 504/504.1/8011	0	0	0	2	NA	\$ 40.00	2	\$ 80.00	
Diquat	EPA 549 or approved equivalent	0	0	0	2	NA	\$ 99.00	2	\$ 198.00	
Atrazine	EPA 8141B/525.2	0	0	0	2	NA	\$ 35.00	2	\$ 70.00	
Chlordane	EPA 608/8081/500's/ SM6410B	0	0	0	2	NA	\$ 17.50	2	\$ 35.00	
Endothall	EPA 548 or approved equivalent	0	0	0	2	NA	\$ 69.00	2	\$ 138.00	
Carbofuran	EPA 8270D/8321/531.1	0	0	0	2	NA	\$ 55.00	2	\$ 110.00	
Glyphosate (Roundup)	EPA 547 or approved equivalent	0	0	0	2	NA	\$ 52.00	2	\$ 104.00	
Heptachlor	EPA 808/8081/500's	0	0	0	2	NA	\$ 17.50	2	\$ 35.00	
Heptachlor Epoxide	EPA 808/8081/500's	0	0	0	2	NA	\$ 17.50	2	\$ 35.00	
Hexachlorobenzene (HCB)	EPA 625/8270/525.2	0	0	0	2	NA	\$ 15.00	2	\$ 30.00	
Hexachlorocyclopentadiene	EPA 625/8270/525.2	0	0	0	2	NA	\$ 15.00	2	\$ 30.00	
Oxamyl	EPA 531/8318/8321A/632	0	0	0	2	NA	\$ 55.00	2	\$ 110.00	

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Soil	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Simazine	EPA 8141/619/525	0	0	0	2	NA	\$ 35.00	2	\$ 70.00
Benzo(a)pyrene	EPA 625/8270/8310/525.2	0	0	0	2	NA	\$ 15.00	2	\$ 30.00
Dinoseb	EPA8151/615/575	0	0	0	2	NA	\$ 30.00	2	\$ 60.00
Picloram	EPA 8151/575	0	0	0	2	NA	\$ 30.00	2	\$ 60.00
Pentachlorophenol	EPA625/8270/8157	0	0	0	2	NA	\$ 15.00	2	\$ 30.00
Di(2-ethylhexyl)phthalate	EPA 625/8270/525.2	0	0	0	2	NA	\$ 15.00	2	\$ 30.00
Di(2-ethylhexyl)adipate	EPA 525.2/8270/625	0	0	0	2	NA	\$ 15.00	2	\$ 30.00
Dalpon	EPA 8151/615/515	0	0	0	2	NA	\$ 30.00	2	\$ 60.00
Alachlor (PCB)	EPA 8081/500's	0	0	0	2	NA	\$ 17.50	2	\$ 35.00
Total Trihalomethanes (tthm)	EPA 524.2/8260	0	0	0	2	NA	\$ 35.00	2	\$ 70.00
Chlorinated Phenols	EPA 625/8270	6	2	0	2	NA	\$ 55.00	10	\$ 550.00
Purgable Halocarbons 601	EPA 8260/624	6	2	0	2	NA	\$ 50.00	10	\$ 500.00
Purgable Volatiles	EPA 8260/624	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Purgable Aromatics 602	EPA 8260/624	6	2	0	2	NA	\$ 45.00	10	\$ 450.00
VOCs and Chlorinated Hydrocarbons	EPA 8021 parameter list***	10	2	0	0	NA	\$ 70.00	12	\$ 840.00
Total Organic Halogens	EPA 9020B/SM 506	0	0	16	0	NA	\$ 50.00	16	\$ 800.00
Total Recoverable Petroleum Hydrocarbons (TRPH)	FLPRO	40	8	0	0	NA	\$ 45.00	48	\$ 2,160.00
Polynuclear Aromatic Hydrocarbs	EPA 610/8310/8270 with lower detection limits	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Organic Toxic Pollutants-VOC	EPA 624/8260	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Organic Toxic Pollutants-BNA	EPA 625/8270	6	2	0	2	NA	\$ 117.00	10	\$ 1,170.00
Organic Toxic Pollutants-Pesticides	EPA 608/8081	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Organic Toxic Pollutants-Herbicides	EPA 615/8151	6	2	0	2	NA	\$ 90.00	10	\$ 900.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Soil	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
<b>METALS</b>									
Aluminum	EPA 200.7/200.8/6010/6020	144	12	16	2	NA	\$ 5.00	174	\$ 870.00
Antimony	EPA 200.7/200.8/200.5/6010/6020	0	0	0	2	NA	\$ 8.00	2	\$ 16.00
Antimony	EPA 200.9/7062, SM 3113B/3111B	6	2	0	2	NA	\$ 25.00	10	\$ 250.00
Arsenic	EPA 200.5/200.7/200.8/6010/6020	374	20	0	2	NA	\$ 10.00	396	\$ 3,960.00
Arsenic	EPA 206.5/200.9/7062/7061, SM 3113B/3114 B	6	2	0	2	NA	\$ 25.00	10	\$ 250.00
Barium	EPA 200.7/200.5/6010	180	8	0	2	NA	\$ 5.00	190	\$ 950.00
Beryllium	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA	\$ 8.00	2	\$ 16.00
Boron	EPA 200.5/200.7/200.8/6010/6020	170	6	16	0	NA	\$ 5.00	192	\$ 960.00
Cadmium	EPA 200.5/200.7/200.8/6010/6020	180	8	0	2	NA	\$ 5.00	190	\$ 950.00
Calcium	EPA 200.7/200.5/6010	338	0	16	3	NA	\$ 5.00	357	\$ 1,785.00
Chromium	EPA 200.5/200.7/200.8/6010/6020	180	20	0	2	NA	\$ 5.00	202	\$ 1,010.00
Copper	EPA 200.5/200.7/200.8/6010/6020	180	20	0	2	NA	\$ 5.00	202	\$ 1,010.00
Cobalt	EPA 200.7/200.8/6010/6020	6	2	0	2	NA	\$ 8.00	10	\$ 80.00
Iron	EPA 200.5/200.7/200.8/6010/6020	578	36	16	2	NA	\$ 5.00	632	\$ 3,160.00
Lead	EPA 200.5/200.7/200.8/6010/6020	140	11	0	2	NA	\$ 10.00	153	\$ 1,530.00
Lead	EPA 7010/200.9, SM 3111B, 3111C, 3113B	6	2	0	2	NA	\$ 25.00	10	\$ 250.00



EXHIBIT B

Parameter	Method	Annual Estimated Quantity					Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Unit Cost		Total Quantity	Extension Unit Cost x Total Quantity	
Magnesium	EPA 200.5/200.7/200.8/6010/6020	250	0	16	3	NA	\$ 5.00	269	\$ 1,345.00	
Manganese	EPA 200.5/200.7/200.8/6010/6020	284	0	16	2	NA	\$ 5.00	302	\$ 1,510.00	
Mercury	EPA 245.1/245.2/245.7/7470	406	26	16	2	NA	\$ 10.00	450	\$ 4,500.00	
Nickel	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA	\$ 8.00	2	\$ 16.00	
Potassium	EPA 200.7/6010	338	0	16	3	NA	\$ 5.00	357	\$ 1,785.00	
Selenium	EPA 200.5/200.7/200.8/6010/6020	180	8	0	2	NA	\$ 5.00	190	\$ 950.00	
Selenium	EPA 200.9/7741/7742, SM 3113B, 3111C, 3114B	6	2	0	2	NA	\$ 25.00	10	\$ 250.00	
Silver	EPA 200.5/200.7/200.8/6010/6020	140	0	0	2	NA	\$ 5.00	142	\$ 710.00	
Sodium	EPA 200.5/200.7/200.8/6010/6020	602	8	16	2	NA	\$ 5.00	628	\$ 3,140.00	
Strontium	EPA 200.7/6010	6	2	0	2	NA	\$ 8.00	10	\$ 80.00	
Thallium	EPA 200.5/200.7/200.8/6010/6020	0	0	0	2	NA	\$ 8.00	2	\$ 16.00	
Thallium	EPA 200.9/279.2/7010, SM 3113B/3111B	6	2	0	2	NA	\$ 25.00	10	\$ 250.00	
Tin	EPA 200.7/200.5/6010	6	2	0	2	NA	\$ 8.00	10	\$ 80.00	
Vanadium	EPA 200.7/6010	6	2	0	2	NA	\$ 8.00	10	\$ 80.00	
Zinc	EPA 200.5/200.7/200.8/6010/6020	140	12	0	2	NA	\$ 5.00	154	\$ 770.00	
<b>ORGANIC &amp; DEMANDS</b>										
Biochemical Oxygen Demand	SM 5210 B	338	6	0	3	NA	\$ 12.00	347	\$ 4,164.00	
Chemical Oxygen Demand	EPA 410.2/410.4, SM 5220 B or C or D	518	36	0	3	NA	\$ 10.00	557	\$ 5,570.00	

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Soil	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Methylene Blue Active Substances	SM 5540 C	324	8	16	2	NA	\$ 12.00	350	\$ 4,200.00
Oil & Grease	EPA 1664	0	20	0	0	NA	\$ 33.00	20	\$ 660.00
Phenols, Total	EPA 420.1, 420.4/9065/9086, SM 5530 B or D	140	0	0	0	NA	\$ 15.00	140	\$ 2,100.00
Total Organic Carbon	EPA 415.1, SM 5310 B, or C or D	478	18	16	3	NA	\$ 12.00	515	\$ 6,180.00
Total Inorganic Carbon	EPA 415.1, SM 5310 B, or C or D	0	0	0	3	NA	\$ 12.00	3	\$ 36.00
<b>NUTRIENTS</b>									
Ammonia Nitrogen	EPA 350.1, SM 4500-NH3 C	664	20	16	67	NA	\$ 8.00	767	\$ 6,136.00
Unionized Ammonia Nitrogen	FDEP SOP	0	6	0	0	NA	\$ 8.00	6	\$ 48.00
Ammonium	Calc	6	2	0	2	NA	\$ 8.00	10	\$ 80.00
Kjeldahl Nitrogen, Total	EPA 351.1 / EPA 351.2, SM 4500-Norg B or C/ 4500-NH3 B or C	442	8	16	67	NA	\$ 12.00	533	\$ 6,396.00
Nitrate Nitrogen	EPA 300.0	406	36	16	2	NA	\$ 6.00	460	\$ 2,760.00
Nitrate Nitrogen	EPA 352.1	6	2	0	2	NA	\$ 20.00	10	\$ 200.00
Nitrite Nitrogen	EPA 300.0	56	12	16	2	NA	\$ 6.00	86	\$ 516.00
Nitrite Nitrogen	EPA 353.2	6	2	0	2	NA	\$ 20.00	10	\$ 200.00
Nitrate/Nitrite Nox	EPA 353.2/SM 4500-NO3-E or F or H	0	0	0	2	NA	\$ 12.00	2	\$ 24.00
Nitrate/Nitrite Nox	EPA 300.0, 4110 B or C	6	2	0	2	NA	\$ 12.00	10	\$ 120.00
Nitrogen, Total	Calc	0	6	0	0	NA	\$ 14.00	6	\$ 84.00
Organic Nitrogen	Calc	6	2	0	2	NA	\$ 14.00	10	\$ 140.00
<b>MICROBIOLOGICAL</b>									
Fecal Coliform MF	SM 9221 C/9222 D	188	16	16	64	NA	\$ 10.00	284	\$ 2,840.00
Fecal Coliform MPN	SM 9221 E	6	2	0	2	NA	\$ 50.00	10	\$ 500.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Unit Cost		Total Quantity	Extension Unit Cost x Total Quantity	
Total Coliform MF	SM 9222 B	0	0	16	2	NA	\$ 10.00	18	\$ 180.00	
Total Coliform MPN	SM 9221 B	6	2	0	2	NA	\$ 60.00	10	\$ 600.00	
<b>Residue/Solids</b>										
Total Dissolved Solids	SM 2540 C	666	36	16	66	NA	\$ 10.00	784	\$ 7,840.00	
Total Suspended Solids	SM 2540 D	56	18	0	67	NA	\$ 7.00	141	\$ 987.00	
Percent Solids	SM2540G/2540 B	6	2	0	2	NA	\$ 3.00	10	\$ 30.00	
<b>RADIONUCLIDES</b>										
Gross Alpha	EPA 900.0	0	0	0	2	NA	\$ 30.00	2	\$ 60.00	
Radium	EPA 903.1/904.0	0	0	0	2	NA	\$ 150.00	2	\$ 300.00	
<b>MISCELLANEOUS</b>										
Bicarbonates as HC03	Calc	6	2	0	2	NA	\$ 6.00	10	\$ 60.00	
Calcium Hardness as CaC03	SM 2340B	6	2	0	2	NA	\$ 20.00	10	\$ 200.00	
Chloride	EPA 300.0, 4110 B or C	666	140	16	66	NA	\$ 6.00	888	\$ 5,328.00	
Chloride	EPA 325.2, SM 4500-CIA- E, D, B	6	2	0	2	NA	\$ 6.00	10	\$ 60.00	
Color	SM 2120 B	40	0	0	2	NA	\$ 11.00	42	\$ 462.00	
Cyanide	EPA 335.4/9012/9013, SM 4500-CN-B/D/E/C/4500-CN-F	0	0	0	2	NA	\$ 25.00	2	\$ 50.00	
Corrosivity	SM2330B	56	0	16	0	NA	\$ 80.00	72	\$ 5,760.00	
Fluoride	EPA 300.0, 4110 B or C	284	0	16	66	NA	\$ 6.00	366	\$ 2,196.00	
Fluoride	SM 4500-F-B, C, D, 4500-F-E	6	2	0	2	NA	\$ 20.00	10	\$ 200.00	
Sulfide	EPA 9030/9034, SM4500-S2 F/D/G	356	0	16	64	NA	\$ 11.00	436	\$ 4,796.00	
Unionized hydrogen sulfide (by calculation)	Calc	170	6	16	0	NA	\$ 11.00	192	\$ 2,112.00	

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity					Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)	Soil	Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Odor	SM 2150B	40	0	0	2	NA	\$ 8.00	42	\$ 336.00
pH (lab)	EPA 150.2/SM4500 H+	48	0	0	0	NA	\$ 3.00	48	\$ 144.00
Conductivity (lab)	EPA 120.1 / SM2510 B	8	2	0	2	NA	\$ 3.00	10	\$ 30.00
Silica SiO2	EPA 200.7/Calc	0	0	16	3	NA	\$ 8.00	19	\$ 152.00
Sulfate	EPA 300.0	388	18	16	66	NA	\$ 6.00	488	\$ 2,928.00
Sulfate	EPA 9056	6	2	0	2	NA	\$ 35.00	10	\$ 350.00
Total Alkalinity	EPA 310.2/SM 2320 B	600	36	16	3	NA	\$ 6.00	655	\$ 3,930.00
Total Hardness as CaCO3	SM 2340B	0	6	16	0	NA	\$ 38.00	22	\$ 836.00
Total Phosphorus	EPA 365.3/365.1/2/365.4, SM 4500-P E, or F, or G or H	542	6	16	64	NA	\$ 9.00	628	\$ 5,652.00
Total Phosphorus - Low Level	EPA 365.3/365.1/2/365.4, SM 4500-P E, or F, or G or H	6	2	0	2	NA	\$ 9.00	10	\$ 90.00
Turbidity (lab)	EPA 180.1, SM2130 B	6	2	0	2	NA	\$ 3.00	10	\$ 30.00
Phosphate, Total	EPA 365.1/2	6	2	0	2	NA	\$ 9.00	10	\$ 90.00
Orthophosphate	EPA 300.0	6	2	0	2	NA	\$ 6.00	10	\$ 60.00
Orthophosphate	EPA 365.1/2	6	2	0	2	NA	\$ 9.00	10	\$ 90.00
Chlorophyll A	SM10200H	0	6	0	0	NA	\$ 25.00	6	\$ 150.00
40 C.F.R. Part 258 Appendix I Parameter *	EPA 200's, 300's, 600's, 6000's, 8000's	226	6	16	0	NA	\$ 145.00	248	\$ 35,960.00
40 C.F.R. Part 258 Appendix II Parameter **	EPA 200's, 300's, 600's, 6000's, 8000's	10	0	0	0	NA	\$ 414.00	10	\$ 4,140.00
Primary Metals 62-550.310 (1)(a) Table 1 Excluding Asbestos	EPA 200's, 6000's and SM 3100's	6	2	0	2	NA	\$ 87.00	10	\$ 870.00
Primary Volatile Organic Compounds 62-550.310 (4)(e) Table 4	EPA 500's, 600's, 8000's	6	2	0	2	NA	\$ 70.00	10	\$ 700.00
Pesticides +Polychlorinated 62-550.310(4)(b) Table 5, Excluding Dioxin	EPA 500's, 600's, 8000's	6	2	0	2	NA	\$ 550.00	10	\$ 5,500.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Full Primary Drinking Water Scan 62-550.310 Excluding and including**** see below	EPA 200's, 300's, 500's, 600's, 6000's, 8000's	1	0	0	0	NA	\$ 1,352.00	1	\$ 1,352.00
Secondary Drinking Water Scan 62-550.320(1) (Table 6)	EPA 200's, 300's, 500's, 600's, 6000's, 8000's	6	2	0	2	NA	\$ 99.00	10	\$ 990.00
Dioxin	EPA 1613 or approved equivalent	1	0	0	0	NA	\$ 400.00	1	\$ 400.00
Carbamates	EPA 531/8321 or approved equivalent	1	0	0	0	NA	\$ 110.00	1	\$ 110.00
<b>SOILS</b>									
Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Leaching Procedure (TCLP)	EPA 1311	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Arsenic	EPA 6010/6020	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
Barium	EPA 6010/6020	NA	NA	NA	NA	10	\$ 5.00	10	\$ 50.00
Cadmium	EPA 6010/6020	NA	NA	NA	NA	10	\$ 5.00	10	\$ 50.00
Chromium	EPA 6010/6020	NA	NA	NA	NA	10	\$ 5.00	10	\$ 50.00
Lead	EPA 6010/6020	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
Mercury	EPA 7470/7471	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
Selenium	EPA 6010/6020	NA	NA	NA	NA	10	\$ 5.00	10	\$ 50.00
Silver	EPA 6010/6020	NA	NA	NA	NA	10	\$ 5.00	10	\$ 50.00
TCLP Organics	EPA 1311- 8000's	NA	NA	NA	NA	10	\$ 397.00	10	\$ 3,970.00
<b>CHAPTER 62-780 CONTAMINATED SITE CLEANUP CRITERIA</b>									
Metals	EPA 6010/6020	NA	NA	NA	NA	10	\$ 48.00	10	\$ 480.00
Mercury	EPA 7470/7471	NA	NA	NA	NA	10	\$ 12.00	10	\$ 120.00
Priority Pollutant Volatile Organics	EPA 8260	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Priority Pollutant Extractable Organics	EPA 8270 + 8081 + 8082 (unless certified for Organochlorine Pesticides by 8270) + 8082 (unless certified for PCBs by 8270) and as long as the detection limits meet required criteria	NA	NA	NA	NA	10	\$ 235.00	10	\$ 2,350.00
Priority Pollutant Volatile Organic Halocarbons	EPA 8021/8260	NA	NA	NA	NA	10	\$ 55.00	10	\$ 550.00
1-methylnaphthalene, 2-methylnaphthalene, and the 16 method-listed PAHs included in Table B	EPA 8310/8270	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
PCBs	EPA 8082	NA	NA	NA	NA	10	\$ 35.00	10	\$ 350.00
TRPHs	FL-PRO	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Semi volatile Extractables	EPA 8270	NA	NA	NA	NA	10	\$ 125.00	10	\$ 1,250.00
Pesticides	EPA 8081 OR certified for Organochlorine Pesticides by 8270 and detection limits meet required criteria	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
PCBs	EPA 8082 OR certified for PCBs by 8270 and detection limits meet required criteria	NA	NA	NA	NA	10	\$ 35.00	10	\$ 350.00
PAHs	EPA 8270/8310	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
Herbicides	EPA 8151	NA	NA	NA	NA	10	\$ 125.00	10	\$ 1,250.00
Organophosphorus (OP) compounds	EPA 8141	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
1,2-Dibromoethane and 1,2-Dibromo-3-Chloropropane	EPA 8011/8260	NA	NA	NA	NA	10	\$ 45.00	10	\$ 450.00
Aromatic and Halogenated Volatiles	EPA 8021	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
Volatile organic compounds	EPA 8260	NA	NA	NA	NA	10	\$ 75.00	10	\$ 750.00
Petroleum Hydrocarbons (C8-C40)	FPRO	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Fluoride, Chloride, Nitrite, Phosphate, Bromide, Nitrate, Sulfate	EPA 9058	NA	NA	NA	NA	10	\$ 70.00	10	\$ 700.00

**EXHIBIT B**

Parameter	Method	Annual Estimated Quantity				Soil	Fee		
		Ground Water	Surface Water	QA	Leachate (Wastewater)		Unit Cost	Total Quantity	Extension Unit Cost x Total Quantity
Cyanide	EPA 9012/9010/9014	NA	NA	NA	NA	10	\$ 30.00	10	\$ 300.00
pH	EPA 9040/9045	NA	NA	NA	NA	10	\$ 7.00	10	\$ 70.00
Total organic carbon	EPA 9060	NA	NA	NA	NA	10	\$ 50.00	10	\$ 500.00
Oil & Grease	EPA 9071	NA	NA	NA	NA	10	\$ 45.00	10	\$ 450.00
Ammonia as N	EPA 350.1	NA	NA	NA	NA	10	\$ 12.00	10	\$ 120.00
Phosphorus, total	EPA 365.4	NA	NA	NA	NA	10	\$ 15.00	10	\$ 150.00
Kjeldahl nitrogen - total	EPA 351.2	NA	NA	NA	NA	10	\$ 15.00	10	\$ 150.00
Nitrate as N	EPA 353.2	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
Nitrite as N	EPA 353.2	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
Total nitrate-nitrite	EPA 353.2	NA	NA	NA	NA	10	\$ 10.00	10	\$ 100.00
	<b>TOTALS:</b>	<b>13307</b>	<b>761</b>	<b>480</b>	<b>926</b>	<b>410</b>		<b>15884</b>	
								<b>TOTAL BID:</b>	<b>\$ 215,834.00</b>

\* Appendix I List, Attachment # 2 is provided with Proposal Form 2A. There are approximately 62 parameters per analysis.

\*\* Appendix II List, Attachment # 3 is provided with Proposal Form 2A, There are approximately 213 parameters per analysis.

\*\*\* EPA Method 8021 list, Attachment # 1 is provided with Proposal Form 2A. The Method can be substituted; however, the 37 parameters listed for this method are required.

\*\*\*\* Parameters excluded in Full Primary Drinking water scan - Asbestos, Dioxin, and Table 2 parameters. Parameters included - Combined Radium 226 & 228, Gross Alpha, Table 1 (excluding asbestos), Table 4, Table 5 (excluding Dioxin), Total Trihalomethanes (TTHM), Haloacetic Acid (HAA5) as required by 62-550.310 (3) (b), and E. Coli and Total Coliform as required by 62-550.310 (5).

## ATTACHMENT 1

## EPA Method 8021 (Volatile Organic Compounds &amp; Chlorinated Hydrocarbons)

1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,1-Dichloroethene	75-35-4
1,2-Dichlorobenzene	95-50-1
1,2-Dichloroethane	107-06-2
1,2-Dichloropropane	78-87-5
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
2-Chloroethyl Vinyl Ether	110758
Benzene	71-43-2
Bromodichloromethane	75-27-4
Bromoform	75-25-2
Methyl bromide	74-83-9
Carbon Tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane	75-00-3
Chloroform	67-66-3
Methyl Chloride	74-87-3
cis-1,2-Dichloroethylene	156-59-2
cis-1,3-Dichloropropene	10061-01-5
Dibromochloromethane	124-48-1
Dichlorodifluoromethane	75-71-8
Ethylbenzene	100-41-4
m,p-Xylenes	179601231
Methylene Chloride	75-09-2
MTBE	1634044
o-Xylene	95476
Tetrachloroethylene	127-18-4
Toluene	108-88-3
Total Xylenes	1330-20-7
trans-1,2-dichloroethylene	156-60-5
trans-1,3-dichloropropene	10061026
Trichloroethylene	79-01-6
Trichlorofluoromethane	75-69-4
Vinyl Chloride	75-01-4

<sup>1</sup> Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.



## ATTACHMENT 2 – APPENDIX I TO PART 258 – CONSTITUENTS FOR DETECTION MONITORING

Common name <sup>1</sup>	CAS RN2
<b>Inorganic Constituents:</b>	
(1) Antimony	(Total)
(2) Arsenic	(Total)
(3) Barium	(Total)
(4) Beryllium	(Total)
(5) Cadmium	(Total)
(6) Chromium	(Total)
(7) Cobalt	(Total)
(8) Copper	(Total)
(9) Lead	(Total)
(10) Nickel	(Total)
(11) Selenium	(Total)
(12) Silver	(Total)
(13) Thallium	(Total)
(14) Vanadium	(Total)
(15) Zinc	(Total)
<b>Organic Constituents:</b>	
(16) Acetone	67-64-1
(17) Acrylonitrile	107-13-1
(18) Benzene	71-43-2
(19) Bromochloromethane	74-97-5
(20) Bromodichloromethane	75-27-4
(21) Bromoform; Tribromomethane	75-25-2
(22) Carbon disulfide	75-15-0
(23) Carbon tetrachloride	56-23-5
(24) Chlorobenzene	108-90-7
(25) Chloroethane; Ethyl chloride	75-00-3
(26) Chloroform; Trichloromethane	67-66-3
(27) Dibromochloromethane; Chlorodibromomethane	124-48-1
(28) 1,2-Dibromo-3-chloropropane; DBCP	96-12-8
(29) 1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4
(30) o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1
(31) p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7
(32) trans-1, 4-Dichloro-2-butene	110-57-6

**EXHIBIT B**

(33) 1,1-Dichlorethane; Ethylidene chloride	75-34-3
(34) 1,2-Dichlorethane; Ethylene dichloride	107-06-2
(35) 1,1-Dichloroethylene; 1,1-Dichloroethene; Vinylidene chloride	75-35-4
(36) cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2
(37) trans-1, 2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5
(38) 1,2-Dichloropropane; Propylene dichloride	78-87-5
(39) cis-1,3-Dichloropropene	10061-01-5
(40) trans-1,3-Dichloropropene	10061-02-6
(41) Ethylbenzene	100-41-4
(42) 2-Hexanone; Methyl butyl ketone	591-78-6
(43) Methyl bromide; Bromomethane	74-83-9
(44) Methyl chloride; Chloromethane	74-87-3
(45) Methylene bromide; Dibromomethane	74-95-3
(46) Methylene chloride; Dichloromethane	75-09-2
(47) Methyl ethyl ketone; MEK; 2-Butanone	78-93-3
(48) Methyl iodide; Iodomethane	74-88-4
(49) 4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1
(50) Styrene	100-42-5
(51) 1,1,1,2-Tetrachloroethane	630-20-6
(52) 1,1,2,2-Tetrachloroethane	79-34-5
(53) Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4
(54) Toluene	108-88-3
(55) 1,1,1-Trichloroethane; Methylchloroform	71-55-6
(56) 1,1,2-Trichloroethane	79-00-5
(57) Trichloroethylene; Trichloroethene	79-01-6
(58) Trichlorofluoromethane; CFC-11	75-69-4
(59) 1,2,3-Trichloropropane	96-18-4
(60) Vinyl acetate	108-05-4
(61) Vinyl chloride	75-01-4
(62) Xylenes	1330-20-7

1Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

2Chemical Abstract Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

[70 FR 34555, June 14, 2005; 70 FR 44150, August 1, 2005]

**EXHIBIT B**
**ATTACHMENT 3 – APPENDIX II TO PART 258 – LIST OF HAZARDOUS INORGANIC AND ORGANIC CONSTITUENTS**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
Acenaphthene	83-32-9	Acenaphthylene, 1,2-dihydro-
Acenaphthylene	208-96-8	Acenaphthylene
Acetone	67-64-1	2-Propanone
Acetonitrile; Methyl cyanide	75-05-8	Acetonitrile
Acetophenone	98-86-2	Ethanone, 1-phenyl-
2-Acetylaminofluorene; 2-AAF	53-96-3	Acetamide, N-9H-fluoren-2-yl-
Acrolein	107-02-8	2-Propenal
Acrylonitrile	107-13-1	2-Propenenitrile
Aldrin	309-00-2	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-(1,4,4a,5,8,8a)-
Allyl chloride	107-05-1	1-Propene, 3-chloro-
4-Aminobiphenyl	92-67-1	[1,1'-Biphenyl]-4-amine
Anthracene	120-12-7	Anthracene
Antimony	(Total)	Antimony
Arsenic	(Total)	Arsenic
Barium	(Total)	Barium
Benzene	71-43-2	Benzene
Benzo[a]anthracene; Benzanthracene	56-55-3	Benzo[a]anthracene
Benzo[b]fluoranthene	205-99-2	Benzo[e]acephenanthrylene
Benzo[k]fluoranthene	207-08-9	Benzo[k]fluoranthene
Benzo[ghi]perylene	191-24-2	Benzo[ghi]perylene
Benzo[a]pyrene	50-32-8	Benzo[a]pyrene
Benzyl alcohol	100-51-6	Benzenemethanol
Beryllium	(Total)	Beryllium
alpha-BHC	319-84-6	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 $\alpha$ ,2 $\alpha$ ,3 $\beta$ ,4 $\alpha$ ,5 $\beta$ ,6 $\beta$ )-
beta-BHC	319-85-7	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 $\alpha$ ,2 $\beta$ ,3 $\alpha$ ,4 $\beta$ ,5 $\alpha$ ,6 $\beta$ )-
delta-BHC	319-86-8	Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1 $\alpha$ ,2 $\alpha$ ,3 $\alpha$ ,4 $\beta$ ,5 $\alpha$ ,6 $\beta$ )-

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
gamma-BHC; Lindane	58-89-9	Cyclohexane, 1,2,3,4,5,6- hexachloro-, (1 $\alpha$ ,2 $\alpha$ , 3 $\beta$ , 4 $\alpha$ ,5 $\alpha$ ,6 $\beta$ )-
Bis(2-chloroethoxy)methane	111-91-1	Ethane, 1,1'-[methylenebis (oxy)]bis [2-chloro-
Bis(2-chloroethyl)ether; Dichloroethyl ether	111-44-4	Ethane, 1,1'-oxybis[2-chloro-
Bis(2-chloro-1-methylethyl) ether; 2,2'-Dichlorodiisopropyl ether; DCIP, See footnote 4	108-60-1	Propane, 2,2'-oxybis[1-chloro-
Bis(2-ethylhexyl) phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl)ester
Bromochloromethane; Chlorobromomethane	74-97-5	Methane, bromochloro-
Bromodichloromethane; Dibromochloromethane	75-27-4	Methane, bromodichloro-
Bromoform; Tribromomethane	75-25-2	Methane, tribromo-
4-Bromophenyl phenyl ether	101-55-3	Benzene, 1-bromo-4-phenoxy-
Butyl benzyl phthalate; Benzyl butyl phthalate	85-68-7	1,2-Benzenedicarboxylic acid, butyl phenylmethyl ester
Cadmium	(Total)	Cadmium
Carbon disulfide	75-15-0	Carbon disulfide
Carbon tetrachloride	56-23-5	Methane, tetrachloro-
Chlordane	See footnote 5	4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-
p-Chloroaniline	106-47-8	Benzenamine, 4-chloro-
Chlorobenzene	108-90-7	Benzene, chloro-
Chlorobenzilate	510-15-6	Benzenoacetic acid, 4-chloro-(4-chlorophenyl)-hydroxy-, ethyl ester.
p-Chloro-m-cresol; 4-Chloro-3-methylphenol	59-50-7	Phenol, 4-chloro-3-methyl-
Chloroethane; Ethyl chloride	75-00-3	Ethane, chloro-
Chloroform; Trichloromethane	67-66-3	Methane, trichloro-
2-Chloronaphthalene	91-58-7	Naphthalene, 2-chloro-
2-Chlorophenol	95-57-8	Phenol, 2-chloro-
4-Chlorophenyl phenyl ether	7005-72-3	Benzene, 1-chloro-4-phenoxy-
Chloroprene	126-99-8	1,3-Butadiene, 2-chloro-

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
Chromium	(Total)	Chromium
Chrysene	218-01-9	Chrysene
Cobalt	(Total)	Cobalt
Copper	(Total)	Copper
m-Cresol; 3-Methylphenol	108-39-4	Phenol, 3-methyl-
o-Cresol; 2-Methylphenol	95-48-7	Phenol, 2-methyl-
p-Cresol; 4-Methylphenol	106-44-5	Phenol, 4-methyl-
Cyanide	57-12-5	Cyanide
2,4-D; 2,4-Dichlorophenoxyacetic acid	94-75-7	Acetic acid, (2,4-dichlorophenoxy)-
4,4'-DDD	72-54-8	Benzene 1,1'-(2,2-dichloroethylidene) bis[4-chloro-
4,4'-DDE	72-55-9	Benzene, 1,1'-(dichloroethenylidene) bis[4-chloro-
4,4'-DDT	50-29-3	Benzene, 1,1'-(2,2,2-trichloroethylidene) bis[4-chloro-
Diallate	2303-16-4	Carbamothioic acid, bis(1-methylethyl)-, S- (2,3-dichloro-2-propenyl) ester.
Dibenz[a,h]anthracene	53-70-3	Dibenz[a,h]anthracene
Dibenzofuran	132-64-9	Dibenzofuran
Dibromochloromethane; Chlorodibromomethane	124-48-1	Methane, dibromochloro-
1,2-Dibromo-3-chloropropane; DBCP	96-12-8	Propane, 1,2-dibromo-3-chloro-
1,2-Dibromoethane; Ethylene dibromide; EDB	106-93-4	Ethane, 1,2-dibromo-
Di-n-butyl phthalate	84-74-2	1,2-Benzenedicarboxylic acid, dibutyl ester
o-Dichlorobenzene; 1,2-Dichlorobenzene	95-50-1	Benzene, 1,2-dichloro-
m-Dichlorobenzene; 1,3-Dichlorobenzene	541-73-1	Benzene, 1,3-dichloro-
p-Dichlorobenzene; 1,4-Dichlorobenzene	106-46-7	Benzene, 1,4-dichloro-
3,3'-Dichlorobenzidine	91-94-1	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dichloro-
trans-1,4-Dichloro-2-butene	110-57-6	2-Butene, 1,4-dichloro-, (E)-
Dichlorodifluoromethane; CFC 12	75-71-8	Methane, dichlorodifluoro-
1,1-Dichloroethane; Ethylidene chloride	75-34-3	Ethane, 1,1-dichloro-
1,2-Dichloroethane; Ethylene dichloride	107-06-2	Ethane, 1,2-dichloro-

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
1,1-Dichloroethylene; 1,1-Dichloroethene;	75-35-4	Ethene, 1,1-dichloro-
Vinylidene chloride cis-1,2-Dichloroethylene; cis-1,2-Dichloroethene	156-59-2	Ethene, 1,2-dichloro-(Z)-
trans-1,2-Dichloroethylene; trans-1,2-Dichloroethene	156-60-5	Ethene, 1,2-dichloro-, (E)-
2,4-Dichlorophenol	120-83-2	Phenol, 2,4-dichloro-
2,6-Dichlorophenol	87-65-0	Phenol, 2,6-dichloro-
1,2-Dichloropropane	78-87-5	Propane, 1,2-dichloro-
1,3-Dichloropropane; Trimethylene dichloride	142-28-9	Propane, 1,3-dichloro-
2,2-Dichloropropane; Isopropylidene chloride	594-20-7	Propane, 2,2-dichloro-
1,1-Dichloropropene	563-58-6	1-Propene, 1,1-dichloro-
cis-1,3-Dichloropropene	10061-01-5	1-Propene, 1,3-dichloro-, (Z)-
trans-1,3-Dichloropropene	10061-02-6	1-Propene, 1,3-dichloro-, (E)-
Dieldrin	60-57-1	2,7:3,6-Dimethanonaphth [2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1aα,2β,2aα,3β,6β,6aα,7β,7aδ)-
Diethyl phthalate	84-66-2	1,2-Benzenedicarboxylic acid, diethyl ester
O,O-Diethyl O-2-pyrazinyl phosphorothioate; Thionazin	297-97-2	Phosphorothioic acid, O,O-diethyl O-pyrazinyl ester.
Dimethoate	60-51-5	Phosphorodithioic acid, O,O-dimethyl S-[2-(methylamino)-2-oxoethyl] ester
p-(Dimethylamino)azobenzene	60-11-7	Benzenamine, N,N-dimethyl-4-(phenylazo)-
7,12-Dimethylbenz[a]anthracene	57-97-6	Benz[a]anthracene, 7,12-dimethyl-
3,3'-Dimethylbenzidine	119-93-7	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dimethyl-
alpha, alpha-Dimethylphenethylamine	122-09-8	Benzeneethanamine, α,α-dimethyl-
2,4-Dimethylphenol; m-Xylenol	105-67-9	Phenol, 2,4-dimethyl-
Dimethyl phthalate	131-11-3	1,2-Benzenedicarboxylic acid, dimethyl ester
m-Dinitrobenzene	99-65-0	Benzene, 1,3-dinitro-
4,6-Dinitro-o-cresol; 4,6-Dinitro-2-methylphenol	534-52-1	Phenol, 2-methyl-4,6-dinitro-
2,4-Dinitrophenol	51-28-5	Phenol, 2,4-dinitro-

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
2,4-Dinitrotoluene	121-14-2	Benzene, 1-methyl-2,4-dinitro-
2,6-Dinitrotoluene	606-20-2	Benzene, 2-methyl-1,3-dinitro-
Dinoseb; DNBP; 2-sec-Butyl-4,6-dinitrophenol	88-85-7	Phenol, 2-(1-methylpropyl)-4,6-dinitro-
Di-n-octyl phthalate	117-84-0	1,2-Benzenedicarboxylic acid, dioctyl ester
Diphenylamine	122-39-4	Benzenamine, N-phenyl-
Disulfoton	298-04-4	Phosphorodithioic acid, O,O-diethyl S-[2-(ethylthio)ethyl] ester
Endosulfan I	959-98-8	6,9-Methano-2,4,3-benzodiox-athiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide,
Endosulfan II	33213-65-9	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro- 1,5,5a,6,9,9a-hexahydro-, 3-oxide, (3a,5a,6b,9b, 9aa)-
Endosulfan sulfate	1031-07-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3,3-dioxide
Endrin	72-20-8	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1a, 2b,2aβ, 3a,6a,6aβ,7b,7aα)-
Endrin aldehyde	7421-93-4	1,2,4-Methenocyclo-penta[cd]pentalene-5-carboxaldehyde,2,2a,3,3,4,7-hexachlorodecahydro-(1a,2b,2aβ,4b,4aβ,5b,6aβ,6bβ,7R*)-
Ethylbenzene	100-41-4	Benzene, ethyl-
Ethyl methacrylate	97-63-2	2-Propenoic acid, 2-methyl-, ethyl ester
Ethyl methanesulfonate	62-50-0	Methanesulfonic acid, ethyl ester
Famphur	52-85-7	Phosphorothioic acid, O-[4-((dimethylamino)sulfonyl)phenyl]-O,O-dimethyl ester
Fluoranthene	206-44-0	Fluoranthene
Fluorene	86-73-7	9H-Fluorene
Heptachlor	76-44-8	4,7-Methano-1H-indene,1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-
Heptachlor epoxide	1024-57-3	2,5-Methano-2H-indeno[1,2-b]oxirene, 2,3,4,5,6,7,7-heptachloro-1a,1b,5,5a,6,6a,-hexahydro-,(1a,1bβ,2a,5a,5aβ,6b,6aa)
Hexachlorobenzene	118-74-1	Benzene, hexachloro-
Hexachlorobutadiene	87-68-3	1,3-Butadiene, 1,1,2,3,4,4-hexachloro-
Hexachlorocyclopentadiene	77-47-4	1,3-Cyclopentadiene, 1,2,3,4,5,5-hexachloro-

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
Hexachloroethane	67-72-1	Ethane, hexachloro-
Hexachloropropene	1888-71-7	1-Propene, 1,1,2,3,3,3-hexachloro-
2-Hexanone; Methyl butyl ketone	591-78-6	2-Hexanone
Indeno(1,2,3-cd)pyrene	193-39-5	Indeno[1,2,3-cd]pyrene
Isobutyl alcohol	78-83-1	1-Propanol, 2-methyl-
Isodrin	465-73-6	1,4,5,8-Dimethanonaphthalene,1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a hexahydro-(1 $\alpha$ , 4 $\alpha$ , 4 $\alpha\beta$ ,5 $\beta$ ,8 $\beta$ ,8 $\alpha\beta$ )-
Isophorone	78-59-1	2-Cyclohexen-1-one, 3,5,5-trimethyl-
Isosafrole	120-58-1	1,3-Benzodioxole, 5-(1-propenyl)-
Kepone	143-50-0	1,3,4-Metheno-2H-cyclobuta-[cd]pentalen-2-one, 1,1a,3,3a,4,5,5,5a,5b,6-decachlorooctahydro-
Lead	(Total)	Lead
Mercury	(Total)	Mercury
Methacrylonitrile	126-98-7	2-Propenenitrile, 2-methyl-
Methapyrilene	91-80-5	1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl-N'-(2-thienylmethyl)-
Methoxychlor	72-43-5	Benzene, 1,1'-(2,2,2,2-trichloroethylidene)bis [4-methoxy-
Methyl bromide; Bromomethane	74-83-9	Methane, bromo-
Methyl chloride; Chloromethane	74-87-3	Methane, chloro-
3-Methylcholanthrene	56-49-5	Benz[ <i>jj</i> ]aceanthrylene, 1,2-dihydro-3-methyl-
Methyl ethyl ketone; MEK; 2-Butanone	78-93-3	2-Butanone
Methyl iodide; Iodomethane	74-88-4	Methane, iodo-
Methyl methacrylate	80-62-6	2-Propenoic acid, 2-methyl-, methyl ester
Methyl methanesulfonate	66-27-3	Methanesulfonic acid, methyl ester
2-Methylnaphthalene	91-57-6	Naphthalene, 2-methyl-
Methyl parathion; Parathion methyl	298-00-0	Phosphorothioic acid, O,O-dimethyl
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1	2-Pentanone, 4-methyl-
Methylene bromide; Dibromomethane	74-95-3	Methane, dibromo-
Methylene chloride; Dichloromethane	75-09-2	Methane, dichloro-



**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
Naphthalene	91-20-3	Naphthalene
1,4-Naphthoquinone	130-15-4	1,4-Naphthalenedione
1-Naphthylamine	134-32-7	1-Naphthalenamine
2-Naphthylamine	91-59-8	2-Naphthalenamine
Nickel	(Total)	Nickel
o-Nitroaniline; 2-Nitroaniline	88-74-4	Benzenamine, 2-nitro-
m-Nitroaniline; 3-Nitroaniline	99-09-2	Benzenamine, 3-nitro-
p-Nitroaniline; 4-Nitroaniline	100-01-6	Benzenamine, 4-nitro-
Nitrobenzene	98-95-3	Benzene, nitro-
o-Nitrophenol; 2-Nitrophenol	88-75-5	Phenol, 2-nitro-
p-Nitrophenol; 4-Nitrophenol	100-02-7	Phenol, 4-nitro-
N-Nitrosodi-n-butylamine	924-16-3	1-Butanamine, N-butyl-N-nitroso-
N-Nitrosodiethylamine	55-18-5	Ethanamine, N-ethyl-N-nitroso-
N-Nitrosodimethylamine	62-75-9	Methanamine, N-methyl-N-nitroso-
N-Nitrosodiphenylamine	86-30-6	Benzenamine, N-nitroso-N-phenyl-
N-Nitrosodipropylamine; N-Nitroso-N-dipropylamine; Di-n-propylnitrosamine	621-64-7	1-Propanamine, N-nitroso-N-propyl-
N-Nitrosomethylethalamine	10595-95-6	Ethanamine, N-methyl-N-nitroso-
N-Nitrosopiperidine	100-75-4	Piperidine, 1-nitroso-
N-Nitrosopyrrolidine	930-55-2	Pyrrolidine, 1-nitroso-
5-Nitro-o-toluidine	99-55-8	Benzenamine, 2-methyl-5-nitro-
Parathion	56-38-2	Phosphorothioic acid, O,O-diethyl-O-(4-nitrophenyl) ester
Pentachlorobenzene	608-93-5	Benzene, pentachloro-
Pentachloronitrobenzene	82-68-8	Benzene, pentachloronitro-
Pentachlorophenol	87-86-5	Phenol, pentachloro-
Phenacetin	62-44-2	Acetamide, N-(4-ethoxyphenyl)
Phenanthrene	85-01-8	Phenanthrene
Phenol	108-95-2	Phenol
p-Phenylenediamine	106-50-3	1,4-Benzenediamine

**EXHIBIT B**

Common name <sup>1</sup>	CAS RN <sup>2</sup>	Chemical abstracts service index name <sup>3</sup>
Phorate	298-02-2	Phosphorodithioic acid, O,O-diethyl S- [(ethylthio)methyl] ester
Polychlorinated biphenyls; PCBs	See footnote 6	1,1'-Biphenyl, chloro derivatives
Pronamide	23950-58-5	Benzamide, 3,5-dichloro-N-(1,1-dimethyl-2-propynyl)-
Propionitrile; Ethyl cyanide	107-12-0	Propanenitrile
Pyrene	129-00-0	Pyrene
Safrole	94-59-7	1,3-Benzodioxole, 5-(2-propenyl)-
Selenium	(Total)	Selenium
Silver	(Total)	Silver
Silvex; 2,4,5-TP	93-72-1	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-
Styrene	100-42-5	Benzene, ethenyl-
Sulfide	18496-25-8	Sulfide
2,4,5-T; 2,4,5-Trichlorophenoxyacetic acid	93-76-5	Acetic acid, (2,4,5-trichlorophenoxy)-
2,3,7,8-TCDD; 2,3,7,8-Tetrachlorodibenzo-p-dioxin	1746-01-6	Dibenzo[b,e][1,4]dioxin, 2,3,7,8-tetrachloro-
1,2,4,5-Tetrachlorobenzene	95-94-3	Benzene, 1,2,4,5-tetrachloro-
1,1,1,2-Tetrachloroethane	630-20-6	Ethane, 1,1,1,2-tetrachloro-
1,1,2,2-Tetrachloroethane	79-34-5	Ethane, 1,1,2,2-tetrachloro-
Tetrachloroethylene; Tetrachloroethene; Perchloroethylene	127-18-4	Ethene, tetrachloro-
2,3,4,6-Tetrachlorophenol	58-90-2	Phenol, 2,3,4,6-tetrachloro-
Thallium	(Total)	Thallium
Tin	(Total)	Tin
Toluene	108-88-3	Benzene, methyl-
o-Toluidine	95-53-4	Benzenamine, 2-methyl-
Toxaphene	See footnote 7	Toxaphene
1,2,4-Trichlorobenzene	120-82-1	Benzene, 1,2,4-trichloro-
1,1,1-Trichloroethane; Methylchloroform	71-55-6	Ethane, 1,1,1-trichloro-
1,1,2-Trichloroethane	79-00-5	Ethane, 1,1,2-trichloro-
Trichloroethylene; Trichloroethene	79-01-6	Ethene, trichloro-

**EXHIBIT B**

<b>Common name<sup>1</sup></b>	<b>CAS RN<sup>2</sup></b>	<b>Chemical abstracts service index name<sup>3</sup></b>
Trichlorofluoromethane; CFC-11	75-69-4	Methane, trichlorofluoro-
2,4,5-Trichlorophenol	95-95-4	Phenol, 2,4,5-trichloro-
2,4,6-Trichlorophenol	88-06-2	Phenol, 2,4,6-trichloro-
1,2,3-Trichloropropane	96-18-4	Propane, 1,2,3-trichloro-
O,O,O-Triethyl phosphorothioate	126-68-1	Phosphorothioic acid, O,O,O-triethyl ester
sym-Trinitrobenzene	99-35-4	Benzene, 1,3,5-trinitro-
Vanadium	(Total)	Vanadium
Vinyl acetate	108-05-4	Acetic acid, ethenyl ester
Vinyl chloride; Chloroethene	75-01-4	Ethene, chloro-
Xylene (total)	See footnote 8	Benzene, dimethyl-
Zinc	(Total)	Zinc

<sup>1</sup>Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

<sup>2</sup>Chemical Abstracts Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

<sup>3</sup>CAS index names are those used in the 9th Cumulative Index.

<sup>4</sup>This substance is often called bis(2-chloroisopropyl) ether, the name Chemical Abstracts Service applies to its noncommercial isomer, propane, 2,2"-oxybis[2-chloro-(CAS RN 39638-32-9)].

<sup>5</sup>Chlordane: This entry includes alpha-chlordane (CAS RN 5103-71-9), beta-chlordane (CAS RN 5103-74-2), gamma-chlordane (CAS RN 5566-34-7), and constituents of chlordane (CAS RN 57-74-9 and CAS RN 12789-03-6).

<sup>6</sup>Polychlorinated biphenyls (CAS RN 1336-36-3); this category contains congener chemicals, including constituents of Aroclor-1016 (CAS RN 12674-11-2), Aroclor-1221 (CAS RN 11104-28-2), Aroclor-1232 (CAS RN 11141-16-5), Aroclor-1242 (CAS RN 53469-21-9), Aroclor-1248 (CAS RN 12672-29-6), Aroclor-1254 (CAS RN 11097-69-1), and Aroclor-1260 (CAS RN 11096-82-5).

<sup>7</sup>Toxaphene: This entry includes congener chemicals contained in technical toxaphene (CAS RN 8001-35-2), i.e., chlorinated camphene.

<sup>8</sup>Xylene (total): This entry includes o-xylene (CAS RN 96-47-6), m-xylene (CAS RN 108-38-3), p-xylene (CAS RN 106-42-3), and unspecified xylenes (dimethylbenzenes) (CAS RN 1330-20-7).

[70 FR 34556, June 14, 2005; 70 FR 44150, Aug. 1, 2005]

**ADDITIONAL PRICE LIST**

Additional Price List for additional pricing factors that may be required **on an as-needed basis**. Due to circumstances which may require analysis turnaround times in less than the standard **twenty-one (21) calendar days** required, provide a percentage amount to be added to the Fee Schedule for individual parameters, for the following turnaround times

<b>STANDARD LIST PRICE</b>		
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>PERCENTAGE</b>
1.	24-48 Hours	100%
2.	Seven (7) Calendar Days	30%
3.	Fourteen (14) Calendar Days	15%

The AUTHORITY may require the LABORATORY to provide sample services **on an as-needed basis**. Provide an hourly rate for regular work hours (8:00am to 5:00pm) and for premium time (after regular hours):

<b>STANDARD LIST PRICE</b>		
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>RATE/COST</b>
1.	Regular Hourly Rate	\$ 75.00
2.	Pre-Delivery Appendix 1 Package	\$ 100.00
3.	Post-Delivery Appendix 1 Package	\$ 200.00
<b>ADDITIONAL ANALYSIS</b>		
	Heterotrophic Plate Count per sample	\$ 72.00

**S/M/WBE PARTICIPATION**

1. Not required by this Agreement.
2. Voluntary S/M/WBE use is permissible.

**ANALYTICAL RESULTS  
FORMAT**

LABORATORY NAME:

Project Name:		Work Order #:	
Well Diameter (in):		Sheen:	
Depth to Water (ft):		Color:	
Total Depth (ft):		Odor:	
Top of Casing (ft):		Matrix:	

WACS Facility ID : _____	Sampling Date/Time : _____
WACS Test Site ID : _____	Report Period : _____
Well Name: _____	Well Purge (Y/N) : _____
Classification of Ground Water: _____	Well Type : ( ) Background ( ) Compliance
Ground Water Elevation (NGVD): _____	( ) Intermediate ( ) Other

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units		Dilution Factor
							MDL	PQL	

**Parameter order**

1. FIELD PARAMETERS
2. WET/GENERAL/OTHER CHEMISTRY
3. METALS ANALYSIS
4. ORGANICS

**ANALYTICAL RESULTS FORMAT (CONT.)**

Work Order #:

Well Name:

Storet Code	Parameter Monitored	Sampling Method Grab/Comp	Field Filter Y/N	Analysis Method	Analysis Date/Time	* Analysis Results/Units	Detection Limits/Units		Dilution Factor
							MDL	PQL	

**Remainder of Parameters continued in the same order**

# ATTACHMENTS



**ATTACHMENT A**  
**Change To Utilization Plan**

**SOLICITATION INFORMATION**

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

<b>Name of Prime Contractor:</b>	
<b>Contract Name:</b>	

**ORGANIZATION STATUS**

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		

**\*\*IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.**

**Note:** If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

**JUSTIFICATION FOR ALL CHANGES TO UTILIZATION**

--

**BIDDER/PROPOSER SIGNATURE**

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Prime Contractor's Authorized Agent	Name (Print)	Date
Equal Business Opportunity Office	Sign & Date	Approved/Denied

**ATTACHMENT B**  
**Post-Award Vendor Subcontracting Waiver Request**

DATE: \_\_\_\_\_

CONTRACT INFORMATION				
Contract Title:				
Contract #:				
Prime Contractor:				
Contact Person:		Phone #:		Email:
RATIONALE FOR WAIVER				
The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Vendor Subcontracting Waiver Request form</i> .				
<b>1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)</b>				
<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met.			

**ATTACHMENT B**  
**Post-Award Vendor Subcontracting Waiver Request**

**1b. In the box below, please provide further detail for each statement selected above.**

**2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from S/M/WBE subcontractor(s); attach additional page, if necessary.**

**ATTACHMENT B**  
**Post-Award Vendor Subcontracting Waiver Request**

**3a. Select the statement that best describes other good faith efforts made: (Check all that apply)**

<input type="checkbox"/>	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project.
<input type="checkbox"/>	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors.
<input type="checkbox"/>	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others.
<input type="checkbox"/>	Other:
<input type="checkbox"/>	N/A – No Good Faith Effort attempted

**3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.**

**AFFIRMATION**

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Signature	Name & Title (Print)
<b>FOR EBO USE ONLY</b>	
Signature	<b>Waiver Status:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied
	<b>Date:</b>