

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 15 day of March, 2016, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Flowers Chemical Laboratories, Inc. hereinafter referred to as the "PROVIDER".

### WITNESSETH

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

#### ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

#### ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

### 3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

### 3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

## ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30)calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

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

## ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

## ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

## ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

#### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

##### (1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.



\*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

#### ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

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

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Amendment to Articles".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Ft Myers FL 33902-0398  
Attention: Solid Waste

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Flowers Chemical Laboratories Inc.  
481 Newburyport Ave  
Altamonte Springs, FL 32701  
(407) 339-5984, ext 219  
Attention: Dr. Jeff Flowers, PhD  
Email : jeff@flowerslabs.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

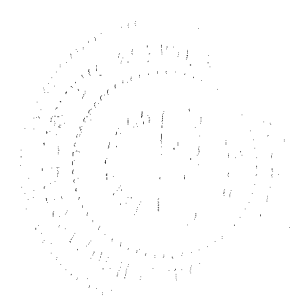
If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.



ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT

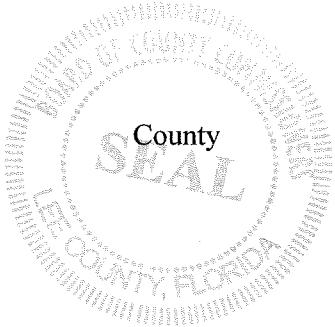
BOARD OF COUNTY COMMISSIONERS

Linda Doggett, Clerk

BY: *Jhase Kis*  
Deputy Clerk

BY: *Jopa Manning*  
Dept Dir/County Manager/Chair

DATE: 4/14/16



APPROVED as to Form for the Reliance of Lee  
Only

BY: *[Signature]*  
County Attorney's Office

ATTEST:

*Floris Chemical Laboratories, INC*  
Firm

*Mia Curran*  
(Witness)

BY: *[Signature]*  
(Authorized Signature)

*Valerie E. Sefton*  
(Witness)

*Jeff Floris President*  
(Printed Name & Title)

DATE: 3/30/16



APR 14 5:42

EXHIBIT A

SCOPE OF SERVICES

for RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

This Scope of Work requires the Contractor to perform all field inspection, measurement, and testing where required, and collect all samples, including QA/QC blanks, conduct all laboratory analyses the Contractor is certified to perform or, for those analyses the Contractor is not certified to perform, subcontract such analyses to a certified laboratory, document all field and laboratory activities, and prepare reports for submittal to the Lee County Solid Waste Division (LCSWD) all in accordance with the Florida Department of Environmental Protection (FDEP), the of Health (DOH), the National Environmental Laboratory Conference (NELAC) Standards, and other applicable regulations, rules, guidelines, and/or standard operating procedures, including quality assurance/quality control (QA/QC) methods for water quality sampling and analyses, and as outlined in the Scope of Work.

The Scope of Work also requires the Contractor to supply all equipment, including transportation, instrumentation, sampling devices (e.g., pumps), sampling accessories, and labor needed to successfully complete the sampling and testing activities outlined in the Scope of Work. The Contractor is responsible for informing himself as to the nature and location of the work, the character, quality and quantity of the samples to be collected, the facilities and matrices from which the samples are to be collected, the general and local conditions and/or hazards they may encounter, the type of equipment and facilities needed to execute the work; and all other matters that can in any manner affect the performance of the work

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Technical Specifications are attached to this solicitation package dated December 4, 2015, further detailing the requirements of the contract. It is the firm's responsibility to read and understand these requirements.

**1. Project Objectives**

The Contractor will meet the following objectives of the water quality monitoring program through adherence to FDEP, DOH and NELAC requirements:

- Provide responsible, accurate, and timely project management, including providing timely notification of sampling events, performing proper sampling and field testing and documenting all activities as required, performing accurate laboratory analyses using approved Test Methods conducted by a properly certified laboratory, conducting required QA/QC activities, documenting all activities as required and providing complete, accurate, and timely laboratory reports. Where necessary in response to water quality results which exceed the FDEP's water quality standards contained in Rule 62-550, F.A.C., as identified by the LCSWD, schedule and perform confirmation sampling and testing within 1 week of notification from LCSWD.

- Provide all labor, equipment, and transportation, including that which can access remote field sites in rough terrain with the possibility of high water, supplies and instrumentation needed to successfully complete all sampling and analyses outlined in the Scope of Work.
- Provide functioning and properly maintained and calibrated equipment, including complete and accurate documentation of equipment maintenance and calibration as required by FDEP's Standard Operating Procedures for Field Activities, DEP-SOP-001/01 and Standard Operating Procedures for Laboratory Activities, DEP-SOP-002/01, March 1, 2014 (effective July 30, 2014), (hereafter referred to as DEP's SOPs) to perform the required field and laboratory analyses outlined in the Scope of Work.
- Perform sampling and associated field activities; including testing, sample collection and preservation in accordance with DOH, FDEP and/or NELAC approved methodologies and Standards as identified in the laboratory's Quality Manual and Standard Operating Procedures and in conformance with DEP's SOPs.
- Perform laboratory analyses and associated laboratory activities including QA/QC requirements and documentation in accordance with DOH, FDEP and NELAC approved methodologies and Standards as identified in the laboratory's Quality Manual and Standard Operating Procedures and in conformance with DEP's SOPs.
- Maintain Certifications issued by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for all analyses performed and for all Test Methods used to conduct all analyses required by the Scope of Work.
- Perform and maintain accurate and complete documentation and recordkeeping of all field procedures and laboratory activities, including all analytical data and associated quality assurance documentation, in accordance with DOH, FDEP, and NELAC requirements, including DEP's SOPs.
- Ensure appropriate and reliable field measurement data and laboratory analytical data are developed by adhering to the minimum field and laboratory quality assurance methodologies of NELAC available at: <http://www.nelac-institute.org/index.php>, and the FDEP as defined in Chapter 62-160, F.A.C., Quality Assurance.
- Provide complete and accurate laboratory data reports containing all required field measurements and parameters, sampling logs and/or notes as appropriate, copies of properly completed Chain of Custody forms, laboratory analytical results with data qualifiers as required, laboratory Methods used, including Method Detection Limits, and all associated QA/QC information such as quality control blanks for all monitoring activities, including non-FDEP required monitoring, in accordance with Chapter 5 of the NELAC Standards for laboratory report format and content requirements and the applicable FDEP Regulations and Standard Operating Procedures. Reported results which were not generated in accordance with NELAC Standards, shall be flagged and an explanation as to why the results that were not generated in accordance with NELAC Standards shall be included in the report.

Provide water quality monitoring reports, e.g., laboratory analytical reports and corresponding sampling documentation, for the monitoring performed pursuant to a Solid Waste Permit or regulation and/or as specified by the LCSWD in hard copy and electronic format. The laboratory and field data shall be prepared for submittal to the FDEP Solid Waste Program as Electronic Data Deliverables (EDD), consisting of the Laboratory EDD and the Field EDD, compatible with the FDEP required software identified as Automated Data Processing Tool (ADaPT). A copy of the ADaPT software with installation instructions and EDD specifications can be downloaded from the following website: <http://www.dep.state.fl.us/waste/ADaPT/default.htm>. The Contractor must adhere to the process requirements for submitting data to the FDEP as specified by the ADaPT User Guide and related documents which can be downloaded from the following website: [ftp://ftp.dep.state.fl.us/pub/WACS-ADaPT/ADaPT\\_DWM\\_User\\_Guide.pdf](ftp://ftp.dep.state.fl.us/pub/WACS-ADaPT/ADaPT_DWM_User_Guide.pdf).

- The Contractor must validate the QA/QC aspects of the Laboratory EDD by processing it through ADaPT using both their laboratory specific library and the FDEP's Solid Waste Master library and correct all critical errors and explain all non-critical errors prior to submittal to the LCSWD and/or the FDEP. The Contractor must also process the Field EDD through ADaPT using the FDEP's Solid Waste Master Library and correct all critical errors and explain all non-critical errors prior to submittal to the LCSWD and/or the FDEP. As a completeness check, the Contractor must process both the Laboratory EDD and the Field EDD through ADaPT and confirm a successful export prior to submitting the Laboratory EDD, Field EDD and ADaPT error log(s). The Contractor shall monitor the FDEP's ADaPT website for updates and changes to the ADaPT software, data processing and reporting requirements and modify procedures accordingly. The Contractor shall utilize the latest version of the ADaPT software and adhere to the latest or most current FDEP requirements for data processing and reporting.
- Provide responsive program management by promptly responding to all calls, inquiries, and/or complaints within 24 hours or, if the call or other contact (email) occurs on the weekend or a holiday, during the first business day of the week.
- Provide long-term electronic storage of analytical data and associated quality assurance/quality control documentation. The FDEP Solid Waste Regulations require that all sampling and analytical data and associated QA/QC documentation generated pursuant to a Solid Permit or regulations be maintained for the design period of the landfill, which is typically 30 years or more. The Contractor will coordinate with the LCSWD to maintain all data and documentation generated pursuant to this Scope of Work and/or will transfer the electronic data and associated quality assurance/quality control documentation to LCSWD in an agreed upon format and media if so requested after 5 years or the end of the contract term(s).
- Provide the LCSWD with a means to retrieve historical analytical data from a secure web-based location in a commonly used file format such as Excel that can be downloaded to a separate electronic file during and subsequent to the contract term(s). If such a means is not available, propose an alternative for providing the LCSWD with historical analytical data for any monitoring location sampled and analyzed by the Contractor's laboratory under this Scope of Work.

## **2. Project Tasks**

These program objectives will be met by the Contractor accomplishing the following tasks:

### **2.1 Program Management**

The Contractor will manage the environmental monitoring program outlined in this Scope of Work by performing the following specific activities at a minimum:

- Meet with the LCSWD Project Manager as needed to discuss monitoring results, program progress, and to exchange information on technical questions, issues and/or concerns.
- Schedule work of the Contract's project team with the LCSWD Project Manager and third parties such as the FDEP, the City of Fort Myers (CFM) and/or Lee County Utilities (LCU) as necessary to provide timely and satisfactory performance of the field and laboratory activities in the Scope of Work with sufficient qualified staff. Routine sampling events shall be scheduled no later than 30 days prior to the start of the field work. Non-routine sampling events may be scheduled upon the request of the LCSWD, who will provide the Contractor with sufficient notice where possible.
- Monitor and coordinate sampling and analyses to ensure implementation of all QA/QC requirements and/or activities required by FDEP, DOH and NELAC.
- Monitor program schedule and budget and report progress and status to the LCSWD Project Manager as needed and/or within the timeframe specified by the LCSWD Project Manager as applicable.

- Monitor and keep abreast of all applicable Rules, Standards, and Standard Operating Procedures of the FDEP, DOH and NELAC that regulate the type of work performed under the Scope of Work. Inform the LCSWD Project Manager of changes to the previously identified rules, standards, and Standard Operating Procedures that affect the environmental monitoring program.
- Inform LCSWD Project Manager of any changes to the Contractor's subcontract laboratory and/or laboratories and forward all new and/or revised certifications held by the subcontractor's laboratory or laboratories performing analyses under the Scope of Work. The Contractor must prepare the required Contract Change Order and forward to the LCSWD Project Manager for execution before using a subcontract laboratory not identified in the Contract.
- Perform all required analyses using FDEP/DOH approved Test Methods which the laboratory is certified to perform as outlined in the Criteria in this Scope of Work.
- Perform all required analyses using FDEP/DOH approved Test Methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. (except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits", dated 10/12/2004) and the Maximum Contaminant Level (MCL) in Chapter 62-550, F.A.C., and/or Chapter 62-300, F.A.C., as applicable.
- Periodically review with the LCSWD Project Manager the approved Test Methods contained in the Laboratory's Quality Manual and/or Standard Operating Procedures and revise the referenced documents as necessary to maintain compliance with all applicable regulatory requirements.
- Advise the LCSWD Project Manager of changes to the approved Test Methods, including changes to the Method Detection Limits (MDLs) and the Practical Quantitation Limits (PQLs), for analytical testing required in the Scope of Work. Test Methods proposed for use must be FDEP or DOH approved.
- Notify the LCSWD Project Manager if the laboratory is decertified for any chemical parameter, any Matrix Category Group or the category (chemical parameter or group) there under, including failing periodic proficiency evaluations required under the same. If this occurs, the Contractor shall provide LCSWD with a copy of the Plan of Correction submitted to the DOH to become recertified and identify the properly certified laboratory (subcontractor) which will perform the required parameter.
- Operate a computer data system that is compatible with the software program operated by Lee County (Excel and Access).
- Provide water quality monitoring data and reports in the FDEP specified electronic format, e.g., ADaPT files as described above, and meeting FDEP validation requirements as described above.

## **2.2 Requirements for all Water Quality Sampling**

### **2.2.1 Scheduling, Notification, and Confirmation of Sampling Event**

The Contractor shall schedule all sampling events outlined in this Scope of Work no later than 30 (calendar) days prior to the start of field work (e.g., sample collection). The Contractor shall coordinate sampling events with third parties as specified in the Scope of Work. If requested by the LCSWD Project Manager, the Contractor shall coordinate sampling events with the FDEP and/or other regulatory agencies to collect and/or split samples with such agencies if so directed. The Contractor shall provide written notification of each sampling event to the LCSWD Project Manager using a form developed and approved by the LCSWD Project Manager in accordance with the following requirements. The Contractor shall develop a notification form as outlined below and submit it to the LCSWD Project Manager for review and revision and/or approval within 2 weeks of the issuance of the Contract Notice to Proceed. The notification form shall identify the monitoring locations, number of and types of samples to be collected, the field activities and testing that will be performed, laboratory parameters and corresponding approved Test Methods to be used, the MDLs and the PQLs for each Method and/or parameter(s) within the Method and any other pertinent information applicable to the specific to the sampling event being scheduled and as required by this Scope of Work. The Contractor shall submit the written notification form to the LCSWD Project Manager at least 15 calendar days prior to the anticipated start of field work required for each sampling event. The LCSWD shall review the notification and confirm via email to the Contractor that the plan is acceptable as soon as possible but no later than 7 days before the start of field work.



## 2.2.2

### **Sampling Equipment**

The Contractor shall supply all equipment needed for sampling and field monitoring, including pumps, dippers, sampling tubing, sample containers, and instruments, and shall select the appropriate equipment based on the sampling matrix, the analytes of interest, the preservatives to be used, and the approved Test Method. The Contractor shall adhere to DEP's SOPs for equipment cleaning and decontamination (per FC 1000), storage, and preventative and routine maintenance and shall conform to FS 1000, General Sampling Procedures, for selecting equipment and sampling containers based on the analytes to be tested and/or the Test Methods to be employed. The Contractor shall document all equipment cleaning and/or decontamination as outlined in FD 1000, Documentation Procedures. Sample containers shall be of virgin material suitable for the sample matrix, the preservatives to be used, and the parameters to be analyzed. Note that many materials of construction for sample containers and equipment are not suitable for volatile and extractable organics.

All costs for the shipping coolers, sample containers, all necessary equipment, sample collection, field parameter testing, and transport and/or shipping to and from the designated sites and laboratories will be the sole responsibility of the Contractor. The Contractor shall draw all samples, with the exception of those to be collected by LCSWD staff as identified in the Scope of Work. The Contractor shall pay delivery charges for samples shipped to the subcontract laboratory.

### **2.2.3 Quality Control Blanks**

The Contractor shall prepare and/or collect the minimum required quality control blanks, including field, equipment and trip blanks, and duplicates, in accordance with DEP's SOP, specifically FQ 1000, Field Quality Control Requirements, perform the required laboratory analyses on the blanks, and report the results for the blanks along with the other analytical data from the sampling event. The Contractor shall preserve, transport, document and handle all quality control samples as if they were samples. Once quality control samples are collected, they must remain with the sample set until the laboratory has received them. The Contractor shall prepare all quality control samples, except for trip blanks, in the field in accordance with FQ 1000 and shall document all field quality control measures in the permanent field records. The laboratory shall perform dilutions as necessary and there shall be no additional charge for preparing and/or testing the dilutions.

### **2.2.4 Sample Collection**

The Contractor shall follow the DEP's SOPs for sampling activities performed under the Scope of Work. Specifically, ground water sampling activities shall conform to FS 2200, Groundwater Sampling, of DEP's SOPs. Documentation of ground water sampling activities, including purging and field measurements to determine stabilization, must be performed and recorded on DEP Form FD 9000-24 provided in DEP's SOPs. The Contractor shall also perform the specific activities described in Paragraph 2.4.1.A.4 of this Scope of Work in accordance with the requirements of the referenced DEP SOP. The Contractor shall prepare a Chain of Custody as required for all samples collected under the Scope of Work. The Contractor shall adhere to the techniques for contamination prevention found in FS 1000 by always sampling the least contaminated location and/or background locations first and sampling the most contaminated location last. The Contractor shall always store and ship highly contaminated samples in a separate container from non-contaminated samples, e.g., background locations and blanks. The Contractor shall also collect samples in the order specified in FS 1002 of DEP's SOPs, based on the analyte group. The Contractor shall draw all samples, with the exception of those that may be collected by LCSWD staff as identified in the Scope of Work. On occasion, due to time constraints and/or unforeseen conditions, the LCSWD may collect samples outlined in the monitoring program in lieu of the Contractor and will submit them to the Contractor's laboratory for analyses. In the event this occurs, the LCSWD will inform the Contractor of this occurrence prior to bringing the samples to the laboratory. The Contractor will analyze the samples following the same protocols as if they had collected the samples but may note on the report that the LCSWD collected the samples.

### **2.2.5 Field Testing and Measurement**

The Contractor shall perform the field testing activities outlined in the Scope of Work in accordance with the procedures found in FT 1000, General Field Testing and Measurement, and the specific SOPs FT 1100 through FT 3400 for the specific field parameter being measured. The Field Testing SOPs include the minimum calibration requirements for instruments and/or meters used to measure field parameters such as pH, specific conductivity, turbidity, and others as listed in FT 1000 of DEP's SOPs.

### **2.2.6 Sample Preservation**

The Contractor is responsible for proper sample preservation. The Contractor shall properly preserve all samples 'immediately', which is defined as within 15 minutes of collection according to the requirements specified in FS 1000 of DEP's SOPs. The holding times listed in the above-referenced tables supersede any preservation techniques that might be discussed in individual analytical methods. Additionally, the Contractor shall conform to the requirements for containers, preservation techniques, and holding times specified in DEP's SOPs and/or in the approved Test Method to be used. The Contractor shall pack the samples for transport to avoid breakage.

### **2.2.7 Sample Custody and Tracking**

Sample custody will follow the requirements of DEP's SOPs and the laboratory's approved Quality Manual and Standard Operating Procedures and will developed and maintain all required records and documentation to trace a sample from its point of origin through final report and sample disposal. The Contractor will label all samples with field identification numbers. A chain of custody (COC) record will accompany all sample documents. Copies of the COC and all field logs are to be submitted to the LCSWD as soon as possible after sampling is completed and shall also be included with the laboratory analytical report for each sampling event.

### **2.2.8 Sample Retention**

All samples shall be retained for a minimum of 30 days after the final analytical results are submitted to LCSWD to assure that re-analysis is possible if requested by the LCSWD. If Contractor fails to retain sample for re-analysis for 30 days, there will be no charge to the County for re-sampling costs.

## **2.3 Requirements for Water Quality Analyses**

### **2.3.1 Laboratory Analyses**

The Contractor shall perform all analyses in accordance with the applicable and most current regulatory requirements as outlined in the Scope of Work and in their Quality Manual. The Contractor shall perform all required tests to the precision and accuracy required by the approved Test Method used. Test Methods to be used shall be FDEP/DOH approved and/or contained within the laboratory's Quality Manual and/or Standard Operating Procedures. The Contractor shall hold current valid certification from the DOH ELCP for each analyte required by the scope of work at the time such analyses are performed. The Test Methods identified in the Quality Manual and/or which are FDEP/DOH approved will be considered the 'approved methods' and the LCSWD has the right to refuse payment for analyses performed using any other Method unless first identified to and approved by the LCSWD Project Manager. All of the laboratory's activities, from the implementation of the laboratory's written sample acceptance policy, procedures for receiving samples and checking chemical and thermal preservation requirements, to performing specific analytical test methods, conducting quality control and quality assurance activities, and documenting all aforementioned activities shall be performed in accordance with the laboratory's Quality Manual and Standard Operation Procedures and the applicable regulatory requirements, including the NELAC Standards, FDEP rules and the DEP's SOPs.

### **2.3.2 Analytical Report Format**

The Contractor shall provide the LCSWD with copies of all field reports and QA/QC documentation along with the analytical results report for each required water quality monitoring or sampling event. The results shall be submitted in the form of a laboratory report, contain the information required by Chapter 5 of the NELAC Standards and Rule 62-701.510(8)(a), F.A.C, and be prepared in accordance with the DEP requirements for processing and reporting electronic water quality data to the Solid Waste Program using the ADaPT software, including the following minimum information:

- Title of the report;
- The name and the address of the laboratory and contact person;
- The name and address of the client (LCSWD) and the project name;
- Description of, the condition of, and an unambiguous Identification of the sample(s), including the client identification code;
- The data of receipt of the sample(s), date and time of sample collection
- Analysis date;
- All analytical results, including peaks even if below maximum contaminant levels, including units of measurement and the reporting units;
- Applicable water quality standards;
- Quality assurance and quality control notations, i.e., data qualifiers;
- Each sample method's detection limits;
- STORET code number for all parameters;
- Name, title, and signature of the person authorizing the test report and the date of issue;
- Certifications that the test results meet all requirements of NELAC.

### **2.3.3 Documentation**

The Contractor shall document all field and laboratory activities, including quality control activities, and all equipment related activities such as equipment preventative tasks, routine and non-routine maintenance, cleaning and decontamination. The Contractor shall document all activities performed and as required by FD 1000 of DEP's SOPs, including calibration of field-testing instruments, field measurements, and sample collection, preservation and transport. The Contractor shall perform all documentation required under FS 2200, Groundwater Sampling, as outlined therein and in FD 1000, including the data to be recorded during well purging. The Contractor shall complete Form FD 9000-24, Ground Water Sampling Log, for each ground water well sampled.

### **2.3.4 Data Retention**

The successful laboratory shall be required to retain all data developed pursuant to the scope of work for a period of five (5) years or at the end of the contract term(s), at which time the data and all associated QA/QC records and documentation shall be transferred to the LCSWD Project Manager.

### **2.3.5 Reporting Deadlines**

Standard turn-around time shall be no longer than 3 weeks, or 21 calendar days. The Contractor shall also provide a quicker turn-around time (TAT) if requested for an additional fee or surcharge. The Contractor shall specify the fee(s) for TAT of less than the standard TAT.

## **2.4 Program Specific Water Quality Monitoring Requirements**

This section outlines the specific monitoring activities that are required to be performed during the execution of the Scope of Work. The Contractor shall perform all monitoring specified in the following sections to achieve the Project Objectives outlined in this scope of work. Specifically, the work shall be performed in accordance with the Contractor's approved Quality Manual, DEP's SOPs and all other relevant rules, requirements and standards of DOH, FDEP and NELAC pertaining to environmental sampling and analyses.

## 2.4.1

### Lee/Hendry Landfill Water Quality Monitoring

#### A. FDEP Landfill Permit Required Ground Water Monitoring

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Rule 62-701.510, F.A.C. Water Quality Monitoring Requirements, the FDEP Landfill Permits, and the requirements identified below. The FDEP Landfill Permits consist of the Class I Landfill Operation Permit No. 0130719-018-SO-01 issued on January 14, 2015 (hereafter referred to as the Class I Landfill Permit) and the Ash Monofill and Class III Solid Waste Landfill Operation Permit Nos. 0130719-013-SO/01 and 0130719-014-SO/T3 issued on April 3, 2013 (hereafter collectively referred to as the Ash/Class III Landfill Permit). Appendix 3 of both the Class I and the Ash/Class III Permits contain the approved Water Quality Monitoring Plans for the landfills.

##### 1. Ground Water Monitoring Well Identification and Locations

Class I Landfill Permit: The Water Quality Monitoring Plan which is outlined in Appendix 3 of the Class I Landfill Permit includes eleven (11) shallow (water table aquifer) and twelve (12) deep (sandstone aquifer) ground water monitoring wells. The approved ground water monitoring wells are listed in Table A.1 of Appendix A. Figure 1 provided in Attachment 1 shows the location of the Class I Landfill's approved ground water monitoring wells. A copy of the approved Water Quality Monitoring Plan for the Class I Landfill is provided in Attachment 2-1.

Ash/Class III Landfill Permit: The Water Quality Monitoring Plan which is outlined in Appendix 3 of the Ash/Class III Landfills Permit consists of ten (10) shallow (water table aquifer) wells and three (3) deep (sandstone aquifer) piezometers. The approved ground water monitoring wells and piezometers are listed in Table A.2 of Appendix A. Figure 2 provided in Attachment 1 shows the location of the Ash/Class III Landfills' approved ground water monitoring wells and piezometers. A copy of the approved Water Quality Monitoring Plan for the Ash/Class III Landfills is provided in Attachment 2-2.

##### 2. Parameters

Both Landfill Permits: The Contractor shall analyze samples collected from all of the (21) shallow ground water monitoring wells identified in Tables A.1 and A.2 of Appendix A for the parameters listed in Table A.3 of Appendix A which include field parameters, laboratory parameters, and those parameters listed in 40 CFR Part 258 Appendix I. The required parameters are also specified in Rule 62-701.510(7)(a), Florida Administrative Code (F.A.C.). Note that samples are not required to be collected from the Class I Landfill's 12 deep monitoring wells or the Ash/Class III Landfills' 3 deep piezometers).

##### Schedule

Class I Landfill Permit: The Contractor shall sample the eleven (11) shallow (water table aquifer) ground water monitoring wells listed in Table A.1 semi-annually during the months of March and September. The Contractor shall also inspect and measure ground water levels in all of the monitoring wells (11 shallow and 12 deep) listed in Table A.1 semi-annually during the months of March and September.

Ash/Class III Landfills Permit: The Contractor shall sample the ten (10) shallow ground water monitoring wells listed in Table A.2 semi-annually during the months of March and September. The Contractor shall also inspect and measure ground water levels in all of the monitoring wells (10 shallow) and piezometers (3 deep) listed in Table A.2 semi-annually during the months of March and September.

### 3. Required Field Activities

The Contractor shall perform all of the activities in identified in 4.a. through 4. e. below when collecting samples from the twenty-one (21) shallow ground water monitoring wells noted above and listed in Tables A.1 and A.2 in accordance with FS 2200, Ground Water Sampling, of DEP's SOPs. The Contractor shall perform only those activities identified in 4.a. and 4.b. below for the twelve (12) deep monitoring wells listed in Table A.1 and the three (3) deep piezometers listed in Table A.2. A brief summary of the field activities listed are provided below.

- a. Monitoring Well Inspection;
- b. Water Level Measurement;
- c. Purge Volume Determination and Purging;
- d. Field Parameters Measurement;
- e. Sample Collection.

#### a. Monitoring Well Inspection

The Contractor shall inspect the above-noted ground water monitoring wells (33) and piezometers (3) during the semi-annual monitoring events to identify any damage or malfunctions that may exist. The condition of the well and its surrounding area must be observed and documented upon arrival at the well location. The following information, at a minimum, should be noted and recorded as applicable for each well and piezometer:

- Presence and condition of the identification sign,
- Whether the well or piezometer was recently painted,
- Whether the protective casing is locked
- Well integrity
- Physical surroundings (e.g., high weeds, standing water);
- Any obstructions or kinks in the protective casing,
- Presence of water in the annular space,
- Any grease or other substances on the well or piezometer,
- Whether the cap fits securely,
- Evidence of natural contamination.
- 

#### b. Water Level Measurement

The Contractor shall measure the distance to ground water at each of the 33 ground water monitoring wells (23 Class I Landfill wells and 10 Ash/Class III Landfills wells) listed in Tables A.1 and A.2, respectively) and the 3 piezometers (Ash/Class III Landfills) listed in Table A.2 during the semi-annual monitoring events. The preferred method for measuring the water level is by using an electronic probe. The Contractor shall properly clean and/or decontaminate the probe between each measurement in accordance with the procedures of FC 1000, Cleaning/Decontamination Procedures, of DEP's SOPs and shall document all cleaning activities in accordance with FD 1000, Documentation Procedures, and FC 1000, both of DEP's SOPs. The Contractor shall follow the manufacturer's instructions for using the probe and shall measure the depth to groundwater from the top of the casing (TOC) to the nearest 0.01 foot. The elevation of the top of casing of each ground water monitoring well and piezometer is provided in Tables A.1 and A.2 of Appendix A.

The Contractor shall take care not to agitate the water in the well while performing the measurement. The measurement shall always be made from the same reference point or survey mark on the well casing. If there is no reference mark, measure from the north side of the casing. The Contractor shall measure the water levels of all 33 wells and 3 piezometers in succession and within the same 24-hour time interval, prior to purging and/or sampling any of the wells in accordance with FS 2200 of DEP's SOPs, as the ground water elevation data will be used to construct ground water elevations contour maps. To meet this requirement, the Contractor will need to measure ground water levels at the monitoring wells that will be sampled on 2 separate occasions; once when measuring water levels in all of the monitoring wells in succession and within the same 24-hour period prior to sampling any of the wells and another when measuring water levels just prior to sampling each well to determine the purge volume for each well.

c. Purge Volume Determination and Purging

In order to collect a representative ground water sample from the aquifer or target formation, the Contractor must purge the wells following the procedures contained in FS 2200 of DEP's SOPs. The Contractor shall select the appropriate purging equipment as outlined in FS 2200. Bailers are not recommended for purging or sampling ground water monitoring wells. The Contractor shall follow the procedures contained in FS 2200, Ground Water Sampling, of DEP's SOPs for determining the water volume in the well, which is needed to properly purge the well. The Contractor shall purge each well, performing and recording all activities and data required by FS 2200 while evaluating the well and water conditions to determine whether the purging completion criteria contained within FS 2200 has been met. The entire purging process, including all required purging activities and documentation must conform to the applicable DEP's SOPs and be recorded on FD 9000-24, Ground Water Sampling Log, of FS 2200.

d. Field Parameters Measurement

The Contractor shall follow the procedures of FS 2200 to obtain the field parameters identified in Table A.3 of Appendix A. The Contractor shall use a flow-through cell or container when collecting measurements for purging stabilization. The design must ensure that fresh formation water continuously contacts the measuring devices and does not aerate the sample or otherwise affect the groundwater properties. Three (3) consecutive measurements of the five (5) parameters listed below must be within the limits noted in the table below from FS2200. The Contractor shall record, as applicable, the purging rate, the drawdown in each well, if any, the pump or tubing intake placement, the length and location of the screened interval, and all other data necessary and as described in FS 2200 to properly perform purging and field parameter measurement to determine if purging is complete.

Parameter	Criteria
Temperature	+/- 0.2 degrees Celsius
pH	+/- 0.2 standard units
Specific Conductance	+/- 5.0% of reading
Dissolved Oxygen	</= 20% Saturation
Turbidity	</= 20 NTU

e. Sample Collection

Once purging is complete as described in FS 2200, the Contractor shall collect the samples following the requirements of DEP's SOPs. The time period between purging completion and sampling cannot exceed six (6) hours or the purging process must be repeated. If sample collection does not occur within one (1) hour of purging completion, the five field parameters noted above must be re-measured just prior to sampling. At the present time the ground water monitoring wells at Lee/Hendry Landfill are not equipped with dedicated pumps. The Contractor shall provide all sampling equipment and supplies, including sample containers, which shall conform to DEP's SOPs. The Contractor shall identify the sampling equipment to be used, including the materials of construction for all components, including pumps, tubing, and other devices which shall conform to DEP-SOP-001/01, prior to collecting ground water samples under this scope of work. The Contractor shall conform to the requirements of DEP's SOPs and applicable FDEP rules for ground water sampling, including properly preserving samples and adhering to holding times for the various parameters to be tested.

f. Monitoring Well Depth Measurement

The Contractor shall measure the total depth of each of the 33 ground water monitoring wells (23 Class I Landfill wells and 10 Ash/Class III Landfills wells) listed in Tables A.1 and A.2, respectively) and the 3 piezometers (Ash/Class III Landfills) listed in Table A.2 during the first semi-annual monitoring event performed under the Contract and again during the last semi-annual monitoring event performed under the Contract. The Contractor shall measure the depth of each well and piezometer from the top of casing and shall measure the height of the casing above ground surface to determine the total depth of each well and piezometer below ground surface and shall report the total depth of each well and piezometer in feet below ground surface to the LCSWD. The Contractor shall provide the field measurements for all wells and piezometers, including the depth of each from the top of casing and the height of each casing above ground surface, to the LCSWD along with the total depth data. The Contractor shall provide the appropriate equipment and supplies to perform the necessary measurements to determine the total depth of each well and piezometer below ground surface and shall properly clean and/or decontaminate the measuring device between each measurement in accordance with the procedures of FC 1000, Cleaning/Decontamination Procedures, of DEP's SOPs and shall document all cleaning activities in accordance with FD 1000, Documentation Procedures, and FC 1000, both of DEP's SOPs.

**B. FDEP Landfill (and NPDES) Permit Required Surface Water Monitoring**

The Contractor shall perform surface water sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with the Ash/Class III Landfills Permit and the Landfill NPDES Multi-Sector Generic Permit (MSGP) (ID Number: FLR05F517-003, effective June 10, 2012) for Storm Water Discharges Associated with Industrial Activities (hereafter referred to as the Landfill MSGP) and the requirements outlined below. An excerpt from the Landfill MSGP pertaining to the required surface water monitoring is provided in Attachment 2-3. The surface water monitoring locations specified below are identified in Table B.1 of Appendix B.

1. Locations

Ash/Class III Landfills Permit: Storm water discharge structure DS-1 is the approved surface water monitoring location specified in the Ash/Class III Landfills Permit. Storm water pond discharge point DS-1 is located as shown on Figure 2 provided in Attachment 1. The Contractor shall sample storm water discharge from DS-1. If storm water is not discharging at the time of sampling, the Contractor shall sample the storm water pond near discharge structure DS-1.

Landfill MSGP: Storm water discharge structures DS-1, DS-2 and DS-3 are the approved surface water monitoring locations under the Landfill MSGP. DS-1, DS-2 and DS-3 are located as shown on Figure 1 (DS-2 and DS-3) and Figure 2 (DS-1) provided in Attachment 1. The Contractor shall sample storm water discharges from DS-1, DS-2 and DS-3. If storm water is not discharging at the time of sampling, the Contractor shall not collect any storm water samples.

## 2. Parameters

Ash/Class III Landfills Permit: The Contractor shall analyze the sample collected from DS-1 for the parameters identified in Table B.2 of Appendix B, which contains field parameters, laboratory parameters, and those parameters listed in 40 CFR Part 258, Appendix I. The required parameters are also listed in Rule 62-701.510(7)(b), F.A.C.

Landfill MSGP: The Contractor shall analyze storm water discharge samples collected from DS-1, DS-2 and DS-3 for Total Suspended Solids (TSS) and Iron as identified in Table B.3 of Appendix B.

## 3. Schedule

Ash/Class III Landfills Permit: The Contractor shall sample DS-1 semi-annually during the months of March and September.

Landfill MSGP: The Landfill MSGP requires quarterly monitoring of storm water discharges from DS-1, DS-2 and DS-3 during permit monitoring years. Due to the sampling requirements, LCSWD will collect the storm water discharge samples required by the Landfill MSGP and submit them to the Contractor's laboratory for analyses.

Upon request by the LCSWD, the Contractor shall deliver the sample bottles necessary for the required test parameters to the landfill and/or the main LCSWD office as specified LCSWD staff. The Contractor shall ship the necessary sample bottles within a cooler which is appropriate for overnight shipment. The LCSWD will notify the Contractor when the storm water samples are being shipped to the Contractor's laboratory for the required analyses.

### **C. FDEP Injection Well Permit Required Ground Water Monitoring**

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Chapter 62-528, F.A.C., Underground Injection Control, the FDEP Class I Injection Well (IW) Permit (hereafter referred to as the IW Permit) and the requirements outlined below. IW Permit Number 299459-003-UO/II was issued on November 30, 2012. An excerpt from the IW Permit showing the monitoring requirements associated with the IW is provided in Attachment 2-4.

#### 1. Locations

The IW Permit requires the Dual Zone Monitoring Well 1 (DZMW-1) to be sampled and analyzed in accordance with the monitoring program specified in the IW Permit. DZMW-1 consists of UZMW-1 (upper) and LZMW-1 (lower) as shown and described in Table C.1 of Appendix C. DZMW-1 is located as shown on Figure 3 in Attachment 1.

#### 2. Parameters

The Contractor shall analyze the ground water samples collected from UZMW-1 and LZMW-1 for the parameters listed in Table C.2 (monthly parameters) and Table C.3 (quarterly parameters). The quarterly parameters include the monthly parameters therefore no monthly sampling and analyses will occur during the month that the quarterly samples are collected. The parameters to be analyzed are also listed in the IW Permit excerpt provided in Attachment 2-4.



### 3. Schedule

The Contractor shall collect samples from UZMW-1 and LZMW-1 monthly and quarterly as described above. Due to the purging requirements of the IW Permit, the Contractor must coordinate the sampling schedule with the LCSWD to ensure the LCSWD has time to sufficient time to properly purge the wells prior to the Contractor arriving on site to collect the samples from UZMW-1 and LZMW-1. Due to the size of these wells, purging may take up to 72 hours.

### **D. FDEP Injection Well Permit Required Leachate Monitoring**

The Contractor shall perform injectate (leachate) sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Chapter 62-528, F.A.C., Underground Injection Control, the IW Permit, and the requirements outlined below.

#### 1. Locations

The IW Permit specifies that the injectate (leachate) be sampled at the inlet to the Injectate Pond or at the source of the injectate pond leachate (south Class I leachate pond) as identified in Table D.1 in Appendix D. The Injectate Pond is a double-lined leachate impoundment which stores leachate before it is pumped to the injection well. The Injectate Pond is located as shown on Figure 3 provided in Attachment 1. The leachate sampling location at the inlet to the Injectate pond is shown on Figure 3 in Attachment 1. The alternate sampling location is a sample port located at the source of the injectate pond leachate (south Class I leachate pond) after the pumps as shown on Figure 1 in Attachment 1.

#### 2. Parameters

The Contractor shall analyze leachate samples collected from the Injectate Pond for the parameters listed in Table D.2 (monthly) in Appendix D. The Contractor shall also analyze leachate samples collected from the Injectate pond for the Primary and Secondary drinking water parameters (annually) as identified in Table D.3 in Appendix D.

#### 3. Schedule

The Contractor shall sample the Injectate Pond monthly and annually as described in Appendix D and the IW Permit.

### **E. FDEP Required Landfill Potable Well Monitoring**

This section outlines the potable water well system bacteriological monitoring to be performed at the Lee/Hendry Landfill. The bacteriological monitoring includes sampling and analyses of the potable water system at the Facility in accordance with the DOH requirements for Limited Use (Potable) Water Systems (PWS) as established in Chapter 64E-8, F.A.C. The PWS are permitted as follows: Registration Exemption Permit Number 26-57-00119 authorizes the Operations and Maintenance (O&M) PWS and Operating Permit Number 26-57-1173619 authorizes the Compost Facility PWS. Copies of the noted permits are not provided herein.

#### 1. Locations

The approximate locations of the O&M Building and the Compost Facility PWS wells are shown on Figure 1 provided in Attachment 1. The Contractor must collect samples at 1 distribution point in each of the water systems served by the well. The LCSWD will provide the Contractor with the location of the distribution points for each system prior to the sampling event. The potable water wells and approximate distribution point locations are identified in Table E.1 in Appendix E.

2. Parameters

The Contractor shall analyze the potable water system samples for Total Coliform and, if necessary, E. Coli, as noted in Table E.2 in Appendix E. The Contractor shall report the results on the most recent version of DOH/DEP Form 'Drinking Water Microbial Sample Collection & Laboratory Report Format', Form 62-550.730. A copy of this form is provided in Attachment 2-5.

3. Schedule

The Contractor shall sample the potable water system for the Operations and Maintenance (O&M) building annually. The Contractor shall sample the potable water system for the Compost Facility quarterly.

**F. Non-FDEP Required Landfill Surface Water Monitoring**

This section outlines the non-FDEP required surface water monitoring to be performed at the Landfill which includes monitoring pursuant to the Duda Agreement. The Contractor shall perform the sampling and analyses outlined below in accordance with the previously identified rules, standards, and guidelines of HRS, FDEP, and NELAC, the Duda Agreement, and the requirements below. Exhibit C from the Duda Agreement which specifies the surface water monitoring requirements is provided in Attachment 2-6.

1. Location

The surface water monitoring locations pursuant to the Duda Agreement are the same as the Landfill MSGP required surface water monitoring locations previously identified, or DS-1, DS-2, and DS-3 as identified in Table F.1 in Appendix F. These locations are shown on Figures 2 (DS-1) and 1 (DS-2 and DS-3) which are provided in Attachment 1. The Contractor shall sample the discharge from the outfall structures where possible; however, if no discharge is occurring at the time of sampling, the Contractor shall collect the surface water samples for DS-1 and DS-2 from the ponds that feed those discharge structures. There is no pond associated with DS-3; therefore, if DS-3 is not discharging at the time of sampling, the Contractor shall not collect a sample from DS-3.

2. Parameters

The Contractor shall analyze the surface water samples collected pursuant to the Duda Agreement for the parameters listed in Table F.2.1 and Table F.2.2 of Appendix F. The parameters include the 'short' (quarterly) list identified in Table F.2.1 and the 'long' (annual) list identified in Table F.2.2 of Appendix F.

3. Schedule

The Contractor shall sample DS-1, DS-2 and DS-3 quarterly per the schedule provided in Appendix F. Samples collected during the first, second, and fourth calendar quarters shall be analyzed for the parameters listed in Table F.2.1 which contains the 'short' list. Samples collected during the third calendar quarter (the quarter that receives the most rain) shall be analyzed for the parameters listed in Table F.2.2 which contains the 'long' list. The 'long' list includes the parameters contained in the 'short' list.

## **G. Non-FDEP Required Landfill Leachate Monitoring**

The non-FDEP required leachate monitoring is required by the leachate discharge permits issued by the City of Fort Myers (Permit No. CFMS-07/09) and Lee County Utilities (Permit No. LCU-04-15). The noted leachate discharge permits authorize the discharge of leachate from the landfill leachate ponds (via haul truck) to their Waste Water Treatment Plants (WWTP) for treatment and disposal. Monitoring under the CFM and LCU Leachate Discharge Permits is required only prior to and while the Facility is discharging (hauling) leachate the respective WWTPs. The monitoring frequencies specified in the Permits apply only when the Facility is discharging. The LCSWD will notify the Contractor if and when leachate discharge is expected to provide the Contractor sufficient time to schedule the sampling. Once notified the sampling is required, the Contractor shall coordinate the sampling event with the City of Fort Myers and Lee County Utilities Pretreatment Officers so they may witness the sampling if needed. Excerpts from CFM and LCU leachate discharge permits (hereafter referred to as the CFM Permit and the LCU Permit) which describe the respective leachate monitoring requirements are provided in Attachments 2-7 and 2-8, respectively.

### **1. Locations**

**Both Permits:** The CFM and LCU Permits specify the leachate sources that are approved for discharge to their WWTPs. The sources include the leachate storage ponds shown on Figure 1 provided in Attachment 1. The leachate storage ponds include two (2) Class I Landfill leachate storage ponds-Class I South and Class I North; two (2) Ash Landfill leachate ponds-Ash South and Ash North; and two (2) Class III Landfill leachate ponds-Class III West and Class III East. These monitoring locations are identified in Table G.1 of Appendix G. The LCSWD will notify the Contractor which leachate storage pond(s) shall be sampled prior to each sampling event. The LCSWD will provide sufficient notice to the Contractor to enable the Contractor to prepare the required bottles for sampling. The Contractor shall sample the specified leachate storage ponds per direction from LCSWD staff and in accordance with DEPs sampling requirements.

### **2. Parameters**

**CFM Permit:** The Contractor shall analyze the leachate samples for the parameters listed in Table G.2 of Appendix G.

**LCU Permit:** The Contractor shall analyze the leachate pond samples for the parameters listed in Table G.3. of Appendix G.

### **3. Schedule**

**CFM Permit:** The Contractor shall sample the leachate ponds quarterly as specified in the CFM Permit and outlined in Appendix G as needed.

**LCU Permit:** The Contractor shall sample the leachate ponds bi-annually (semi-annually) as specified by the LCU Permit and outlined in Appendix G as needed. The bi-annual samples must be collected in January and July.

## **2.4.2**

### **Lee County Solid Waste Energy Recovery Facility Water Quality Monitoring**

#### **A. FDEP Required Energy Recovery Facility Ground Water Monitoring**

The Contractor shall perform groundwater sampling and analyses in accordance with the previously identified requirements and, specifically, in accordance with Rule 62-701.510, F.A.C. Water Quality Monitoring Requirements, the FDEP approved Ground Water Monitoring Plan (GWMP) for the Lee County Solid Waste Energy Recovery Facility (SWERF) dated August 2010 and approved on October 19, 2010 (hereafter referred to as the SWERF GWMP), and the requirements outlined below. A copy of the SWERF GWMP is provided in Attachment 2-9.

1. Ground Water Monitoring Well Identification and Locations

The ground water monitoring program specified in the SWERF GWMP consists of six (6) shallow (water table aquifer) and six (6) deep (sandstone aquifer) ground water monitoring wells. The approved ground water monitoring wells are listed in Table H.1 of Appendix H. Figure 4 provided in Attachment 1 shows the location of the SWERF ground water monitoring wells.

2. Parameters

The Contractor shall analyze samples collected from the shallow ground water monitoring for the parameters listed in Table H.2 of Appendix H which include field parameters and laboratory parameters, the latter of which include the parameters listed in EPA Methods 601 and 602. No samples are to be collected from the six (6) deep wells. The Contractor shall only inspect and measure water levels in the six (6) deep wells as outlined in Paragraphs A.4.a. and A.4.b of Section 2.4.1 of the Scope of Work.

3. Schedule

The Contractor shall sample the six (6) shallow (water table aquifer) ground water monitoring wells semi-annually during the months of February and August.

4. Required Field Activities

The Contractor shall perform the field activities described in Paragraph A.4 of Section 2.4.1 of the scope of work for the six (6) shallow ground water monitoring wells. As noted above, the Contractor shall only inspect and measure water levels in the six (6) deep ground water monitoring wells as outlined in Paragraphs A.4.a and A.4.b of Section 2.4.1 of the Scope of Work.

**B. FDEP Required Energy Recovery Facility Surface Water Monitoring**

The Contractor shall perform surface water sampling and analyses in accordance with the previously identified requirements and the NPDES Multi-Sector Generic Permit (MSGP) (ID Number: FLR05B588-003, effective February 10, 2011) for Storm Water Discharges Associated with Industrial Activities (hereafter referred to as the SWERF MSGP) and the requirements outlined below. An excerpt from the SWERF MSGP describing the surface water monitoring requirements is provided in Attachment 2-10.

1. Locations

The storm water pond discharge or control structure on pond #3, which is identified as CS-1, is the surface water monitoring location specified in the SWERF MSGP as shown in Table I.1 in Appendix I. The location of CS-1 is shown on Figure 4 provided in Attachment 1.

2. Parameters

The SWERF MSGP requires that storm water discharge samples be analyzed for the parameters identified in Table I.2 of Appendix I. These parameters are also in the SWERF MSGP provided in Attachment 2-10.

### 3. Schedule

The SWERF MSGP requires that storm water discharges from CS-1 be sampled once each calendar quarter during monitoring years as specified in the MSGP. Due to the SWERF MSGP requirements, the sampling can occur only when certain site conditions are present. Thus, the LCSWD will notify the Contractor when such conditions are expected to occur and will schedule the sampling event at that time. In some cases, it may be necessary for the LCSWD to collect the samples from CS-1 and submit them to the Contractor's laboratory for analyses.

Upon request by the LCSWD, the Contractor shall deliver the necessary sample bottles for the parameters required by the SWERF MSGP to the LCSWD for sampling. The LCSWD will notify the Contractor as soon as possible upon collecting the samples and prior to delivering the samples to the Contractor's laboratory.

#### **2.5 Additional Monitoring Tasks**

The Contractor shall assist LCSWD with additional monitoring tasks as needed, including landfill leachate sampling and analyses and compost sampling and analyses if so requested by LCSWD. The LCSWD will provide sufficient advance notice to the Contractor if such sampling and/or analyses are needed and will provide the specific sampling locations and methods, e.g., grab or composite, to the Contractor prior to the scheduled sampling event(s). The anticipated analyses for the above-noted additional monitoring tasks are identified in the Schedule of Values.

#### **2.6 Miscellaneous Tasks**

The Contractor will be available to assist LCSWD with any miscellaneous water monitoring and water quality issues. This may include conducting additional site monitoring, well installation, and other landfill water-quality related services as required. Any costs associated with these activities, if performed with the prior written authorization of LCSWD, will be reimbursed to the Contractor on a time and materials basis in accordance with the Contractor's Fee Schedule.

#### **2.7 Regulatory Coordination**

The Contractor will be available for interaction with FDEP on an as needed basis to respond to any inquiries made by FDEP regarding any submitted reports.

#### **2.8 Limitations/Assumptions**

Under no circumstances will the Contractor contact FDEP concerning this project without prior consent from LCSWD.

### **3. Project Schedule**

Within sixty (60) calendar days after the Notice-to-Proceed is issued, the Contractor will coordinate with the LCSWD Project Manager to develop a schedule for performing the work specified under the scope of work for approval by the LCSWD's Project Manager.

### **4. Billing**

Charges shall be invoiced once analyses are completed and the analytical results reported to the LCSWD.

### **5 Documents Incorporated by Reference, which are made a part of this Agreement, as if they were attached are as follows;**

- Request for Proposal, dated December 4, 2015
- Addendum 1 dated January 6, 2016

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division

Section 1. BASIC SERVICES/TASK(S)

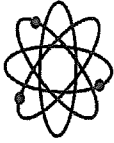
The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	See Flowers Bid Proposal Schedule of Values- Section 1 and II  <b>Board Approved March 27, 2016</b> 16			

TOTAL  
(Unless list is continued on next page)

CMO:033  
09/25/01



# FLOWERS CHEMICAL LABORATORIES INC.

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PO Box 150597, Altamonte Springs FL 32715-0597  
571 NW Mercantile Pl. Suite 111, Port St. Lucie FL 34986  
PO Box 1200, Madison FL 32341  
3980 Overseas Hwy Suite 103, Marathon FL 33050

Phone: 407-339-5984 / Fax: 407-260-6110  
Phone: 772-343-8006 / Fax: 772-343-8089  
Phone: 850-973-6878 / Fax: 850-973-6878  
Phone: 305-743-8598 / Fax: 305-743-8598

E83018 (Main Lab)  
E86562 (South Lab)  
E82405 (North Lab)  
E35834 (Keys Lab)

## RFP160060

### Cost (Schedule of Values)

### Tab 4

**REQUIRED PRICING  
WATER QUALITY MONITORING**

**SCHEDULE OF VALUES-SECTION I**

(Referenced Tables are in the Appendix noted)

**LEE/HENDRY LANDFILL WATER QUALITY MONITORING**

**A. FDEP Landfill Permit Required Ground Water Monitoring Program – Appendix A**

Instructions: Price Monitoring (Sampling and Testing) Activities as Indicated Below

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
<b>a. Inspect and Measure Water Levels in Ground Water Monitoring (GWM) Wells Listed in Tables A.1 and A.2</b>				
Shallow	\$ 25.00	21	2	\$ 1050.00
Deep	\$ 25.00	15	2	\$ 750.00
<b>b. Purge Wells, Measure Field Parameters Listed in Table A.3 and Collect Samples from GWM Wells</b>				
Shallow	\$ 100.00	21	2	\$ 4200
<b>c. Analyze Groundwater Samples for Laboratory Parameters in Table A.3</b>				
Shallow	\$ 97.00	21	2	\$ 4074
<b>d. Analyze Ground Water Samples for Appendix I of 40 CFR Part 258 Parameters Listed in Table A.3</b>				
Shallow	\$ 215.00	21	2	\$ 9030
<b>TOTAL COST (Item A)</b>				\$ 19104

**B. FDEP Ash/Class III Landfill & MSGP Permit Required Surface Water Monitoring Program –Appendix B**

**B.1 FDEP Ash/Class III Landfill Permit Monitoring**

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
<b>a. Collect Surface Water Sample from DS-1 Identified in Table B.1 and Measure Field Parameters Listed in Table B.2</b>				
	\$ 75.00	1	2	\$ 150
<b>b. Analyze Surface Water Samples for the Laboratory Parameters Listed in Table B.2</b>				
	\$ 351.00	1	2	\$ 702
<b>c. Analyze Surface Water Samples for the Parameters Referenced in Table B.3 and Listed in Table A.3 of Appendix A (40 CFR Part 258, Appendix I)</b>				
	\$ 215.00	1	2	\$ 430
<b>Subtotal Cost (Item B.1)</b>				\$ 1282

**B.2 Landfill MSGP Monitoring**

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
<b>a. Collect Surface Water Samples from DS-1, -2, and -3 Identified in Table B.1 LCSWD likely to sample but include price for estimate</b>				
	\$ 75.00	3	4	\$ 900.00
<b>b. Analyze Surface Water Samples for Parameters Listed in Table B.3</b>				
	\$ 27.00	3	4	\$ 324
<b>Subtotal Cost (Item B.2)</b>				\$ 1224

<b>TOTAL COST (Item B)</b>				\$ 2506
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**C. FDEP Injection Well Permit Required Ground Water Monitoring Program - Appendix C**

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Measure Field Parameters Listed in Table C.2 and Collect Samples from UZMW-1 and LZMW-1 (IW GWM Wells) Identified in Table C.1	\$ <u>75.00</u>	2	12	\$ <u>1800</u>
b. Analyze Groundwater Samples for Monthly Laboratory Parameters Listed in Table C.2 <i>Note: 8 monthly events since quarterly list includes monthly list (12 mos - 4 mos/quarterly samples) = 8 mos</i>	\$ <u>100.00</u>	2	8	\$ <u>1600</u>
c. Analyze Groundwater Samples for Quarterly Laboratory Parameters Listed in Table C.3	\$ <u>415.00</u>	2	4	\$ <u>3320</u>

<b>TOTAL COST (Item C)</b>				\$ <b>6720</b>
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**D. FDEP IW Permit Required Leachate Monitoring Program - Appendix D**

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Sample Leachate at Injectate Pond Inlet or Source Identified in Table D.1	\$ <u>75.00</u>	1	12	\$ <u>900</u>
b. Analyze Leachate (Injectate) Sample for Monthly Parameters Listed in Table D.2	\$ <u>593.00</u>	1	12	\$ <u>7116</u>
c. Analyze Leachate (Injectate) Sample for Annual Parameters Identified by Group in Table D.3 (Primary and Secondary Drinking Water Parameters)	\$ <u>1675.00</u>	1	1	\$ <u>1675</u>

<b>TOTAL COST (Item D)</b>				\$ <b>9691</b>
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**E. FDEP/DOH Required Landfill Potable Water System (PWS) Monitoring Program - Appendix E**

	<u>'Unit' Price</u>	<u>Quantity # Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a.1. Sample 1 Distribution Point in O & M Building Potable Water System (PWS) as Identified in Table E.1 Annually	\$ <u>75.00</u>	1	1	\$ <u>75</u>
a.2. Sample 1 Distribution Point in Compost Facility PWS as Identified in Table E.1. Quarterly	<u>75.00</u>	1	4	\$ <u>300</u>
b.1. Analyze O & M Building PWS Sample Annually for Parameters Listed in Table E.2	\$ <u>25.00</u>	1	1	\$ <u>25</u>
b.2. Analyze Compost Facility PWS Sample Quarterly for Parameters Listed in Table E.2	\$ <u>25.00</u>	1	4	\$ <u>100</u>

<b>TOTAL COST (Item E)</b>				\$ <b>500</b>
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**F. Non-FDEP Required Surface Water Monitoring Program (Duda Agreement) – Appendix F**

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Collect Surface Water (SW) Samples From DS-1, DS-2 and DS-3 Identified in Table F.1	\$ 75.00	3	4	\$ 900
b. Analyze SW Samples for Quarterly Parameters Listed in Table F.2.1 (short List) <i>Note: 3 quarterly events because annual or long list includes parameters in quarterly or short list</i>	\$ 357.00	3	3	\$ 3213
c. Analyze SW Samples for Annual Parameters Listed in Table F.2. 2 (long list)	\$ 752.00	3	1	\$ 2256
<b>TOTAL COST (Item F)</b>				<b>\$ 6369</b>

**G. Non-FDEP Required Leachate Monitoring Program (CFM and LCU Discharge Permits) Appendix G**

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
a. Collect Leachate Samples from Ponds* Listed in Table G.1 (must schedule with CFM & LCU) <i>*Price for sampling 6 ponds quarterly (CFM) and bi-annually (LCU)</i>	\$ 75.00	6	6	\$ 2700
b. Analyze Leachate Samples for Quarterly Parameters Listed in Table G.2 (CFM Permit)	\$ 546.00	6	4	\$ 13104
c. Analyze Samples for Bi-Annual Parameters Listed in Table G.3 (LCU Permit)	\$ 198.00	6	2	\$ 2376
<b>TOTAL COST (Item G)</b>				<b>\$ 18180</b>

<b>TOTAL LANDFILL WATER QUALITY MONITORING COSTS (Items A - G)</b>				<b>\$ 63070</b>
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**SOLID WASTE ENERGY RECOVERY FACILITY (SWERF) WATER QUALITY MONITORING**

**H. FDEP SWERF Permit (Conditions of Certification) Required Ground Water Monitoring Program – Appendix H**

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
<b>a. Inspect Ground Water Monitoring (GWM) Listed in Table H.1 and Measure the Water Levels</b>				
Shallow	\$ 25.00	6	2	\$ 300
Deep	\$ 25.00	6	2	\$ 300
<b>b. Purge GWM Wells. Measure Field Parameters Listed in Table H.2 and Collect GW Samples from Shallow GWM Wells Only</b>				
Shallow	\$ 100.00	6	2	\$ 1200
<b>c. Analyze Groundwater Samples for Laboratory Parameters Listed in Table H.2</b>				
Shallow	\$ 269.00	6	2	\$ 3228
<b>TOTAL COST (Item H)</b>				<b>\$ 5028</b>

**I. FDEP SWERF MSGP Required Surface Water Monitoring Program –Appendix I**

	<u>'Unit' Price</u>	<u>Quantity</u> <u># Locations</u>	<u>freq./yr</u>	<u>Cost</u>
<b>a. Collect Surface Water Samples from CS-1 Identified in Table I.1</b>				
<i>LCSWD likely to sample but include price for estimate</i>	\$ 75.00	1	4	\$ 300
<b>b. Analyze Surface Water Samples from CS-1 for Parameters in Table I.2</b>				
	\$ 100.00	1	4	\$ 400
<b>TOTAL COST (Item I)</b>				<b>\$ 700</b>
<b>TOTAL SWERF WATER QUALITY MONITORING COSTS (Items H - I)</b>				<b>\$ 5728</b>

<b>TOTAL WATER QUALITY MONITORING COSTS (ALL ITEMS)</b>				<b>\$ 68798</b>
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*Schedule of Values shall be all inclusive and include all shipping and delivery charges - including overnight delivery services as requested and required. No Additional charges on top of those offered will be considered or allowed.*

**OPTION A****WATER QUALITY MONITORING****SCHEDULE OF VALUES-SECTION II****Section II. Individual Parameters and/or Test Methods and Field Activity Pricing**

Instructions: Price Parameters\*, Test Methods and/or Activities as Indicated Below

\* Parameter pricing to be based on using FDEP/DOH approved Test Methods for which the laboratory holds current Certifications under the DOH Environmental Laboratory Certification Program

**A. Field Parameters Pricing**

<b>Field Parameters</b>	<b>Price</b>
Specific Conductivity	\$10.00
Ph	\$8.00
Dissolved Oxygen	\$10.00
Turbidity	\$10.00
Temperature	\$2.00
Colors and sheens (by observation)	\$15.00

**B. Laboratory Parameters Pricing**

<b>Parameter</b>	<b>Price</b>	<b>Parameter</b>	<b>Price</b>
Total Alkalinity (as CaCO <sub>3</sub> )	\$15.00	Molybdenum	\$12.00
Aluminum	\$12.00	Nitrate + Nitrite	\$20.00
Ammonia (un-ionized)	\$20.00	Nitrate	\$15.00
Ammonia (Total) as N	\$20.00	Nitrite	\$15.00
Ammonium	\$20.00	Odor	\$20.00
Bicarbonate Alkalinity	\$15.00	Oils & Greases	\$55.00
BOD	\$25.00	Organic Nitrogen	\$40.00
Boron	\$12.00	Ortho phosphate	\$15.00
Bromide	\$25.00	pH (lab)	\$8.00
Calcium	\$12.00	Phenols	\$35.00
Carbonate Alkalinity	\$15.00	Potassium	\$12.00
Chloride	\$15.00	Radium 226	\$125.00
Chlorophyll A	\$45.00	Radium 228	\$125.00
COD	\$25.00	Redox	\$35.00
Color	\$10.00	Sodium	\$12.00
Cyanide	\$35.00	Sulfate	\$15.00
Detergents/MBAs/Sufactants	\$20.00	Sulfide	\$30.00
Fecal coliform	\$30.00	Titanium	\$12.00
Fluoride	\$12.00	TKN	\$20.00
Foaming Agents	\$20.00	TOC	\$30.00
Gross alpha	\$40.00	Total coliform	\$25.00
Hardness	\$15.00	Total Dissolved Solids	\$15.00
Iron	\$12.00	Total Nitrogen	\$45.00
Magnesium	\$12.00	Total Phosphate	\$15.00
Manganese	\$12.00	Total Suspended Solids	\$15.00
Mercury	\$20.00	Xylenes	\$60.00

**C. Appendix I Metals Pricing**

Parameter	Price
Antimony	\$12.00
Arsenic	\$12.00
Barium	\$12.00
Beryllium	\$12.00
Cadmium	\$12.00
Chromium	\$12.00
Cobalt	\$12.00
Copper	\$12.00
Lead	\$12.00
Nickel	\$12.00
Selenium	\$12.00
Silver	\$12.00
Thallium	\$12.00
Vanadium	\$12.00
Zinc	\$12.00
<b>Price for Appendix I Metals:</b>	<b>\$180.00</b>

**E. Additional Prices**

(Price Tests Noted & List/Price others as Needed)

Activity/Test	Price
Appendix II (40 CFR Part 258)	1,029.00
SPLP (on solid), EPA 1312	65.00

Add Activities/Tests & Prices as Needed

**D. Test Methods Pricing**

Method	Price
EPA 504	\$65.00
EPA 524	\$120.00
EPA 601	\$65.00
EPA 6010	\$12.00
EPA 602	\$45.00
EPA 625	\$275.00
EPA 8011	\$65.00
EPA 8081	\$80.00
EPA 8082	\$80.00
EPA 8141	\$125.00
EPA 8150	\$125.00
EPA 8151	\$125.00
EPA 8260	\$85.00
EPA 8270	\$275.00
TCLP - Full	\$550.00
TCLP - Herbicides	\$115.00
TCLP Metals	\$120.00
TCLP Pesticides	\$80.00
TCLP Semivolatiles	\$185.00
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	
Other-	

Add Methods & Prices in 'Other' as Needed

**F. Landfill Leachate Testing Parameters (if Needed)**

(Total price only is required; individual parameter prices are not required)

Field Parameters	Price
Specific Conductivity	
pH	
Dissolved Oxygen	
Colors and sheens (by observation)	
Laboratory Parameters	
Total Ammonia as Nitrogen	
Bicarbonate	
Chlorides	
Iron	
Mercury	
Nitrate	
Sodium	
Total Dissolved Solids (TDS)	
Appendix II (40 CFR Part 258)	
<b>Total Price for Leachate Analyses</b>	<b>\$805.00</b>

**G. Compost Testing (if Needed)**

(Total price only is required; individual parameter prices are not required)

Parameter	Price
Total Nitrogen, mg/kg, % dry weight	
Total Phosphorus, mg/kg, % dry weight	
Total Potassium, mg/kg, % dry weight	
Arsenic, mg/kg, dry weight	
Cadmium, mg/kg, dry weight	
Copper, mg/kg, dry weight	
Lead, mg/kg, dry weight	
Molybdenum, dry weight	
Nickel, mg/kg, dry weight	
Selenium, mg/kg, dry weight	
Zinc, mg/kg, dry weight	
pH	
Total % Solids, %	
Salmonella, MPN/4gram	
Fecal Coliform, MPN/gram	
<b>Price for Compost Testing (if needed)</b>	<b>\$250.00</b>

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.8 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division

CONSULTANT OR SUB-CONSULTANT NAME  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".







EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

**for RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division**

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for RFP160060 Water Quality Monitoring Program for the Lee County Solid Waste Division

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

AMENDMENT TO ARTICLES

For:

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:  
09/25/01



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2016

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

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

PRODUCER Lykes Insurance Inc 400 N Tampa St Ste 1900 Tampa FL 33602-4776	CONTACT NAME: Nancy Kelly Crapo
	PHONE (A/C, No, Ext): 813-470-5025 FAX (A/C, No): 813-221-1857
	E-MAIL ADDRESS: ncrapo@lykesinsurance.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Flowers Chemical Laboratories Inc Dr Jeff Flowers PO Box 150597 Altamonte Springs FL 32715-0597	INSURER A: Indian Harbor 36940
	INSURER B: Sentinel Insurance Company Ltd 11000
	INSURER C: The Zenith Insurance Co. 13269
	INSURER D: XL Specialty Insurance Co.
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 1751780991 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GEC001104814	1/31/2016	1/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21UECPP0303	6/15/2015	6/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UEC001353214	1/31/2016	1/31/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Z067939111	1/1/2016	1/1/2017	Y/N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability			PEC000386915	1/31/2016	1/31/2017	Professional Liab 1,000,000 Mitigation Loss Liab 1,000,000 Contractors Poll Liab 1,000,000

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

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

CERTIFICATE HOLDER  Lee County Board of County Commissioners P.O. Box 398 Fort Myers FL 33902-0398	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  William P. Joubert

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.