

RESOLUTION NO. 2011 - 164

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-68 AND TO EXECUTE AN AGREEMENT FOR ENVIRONMENTAL LABORATORY SERVICES FOR SJC SOLID WASTE DEPARTMENT**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Columbia Analytical Services, Inc to provide environmental laboratory services for the SJC Solid Waste Department and;

**WHEREAS**, the scope of the project shall consist of preparing sample kits for delivery to and pickup from the SJC Solid Waste Department, performing analyses of ground water and surface water samples on a semiannual basis from the Tillman Ridge Phase I & II closed landfills and waste water samples from the Stratton Road Transfer Station, preparing and submitting electronic and/or bound reports containing laboratory analysis, electronic data deliverables, and certification forms in compliance with FDEP ADaPT format for submittal to St. Johns County and FDEP; and

**WHEREAS**, through the County's formal bid process, Columbia Analytical Services, Inc was selected as the lowest responsive responsible bidder to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the project was budgeted for and is being funded by the SJC Solid Waste Department; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award BID No. 11-68 to Columbia Analytical Services, Inc (Columbia).

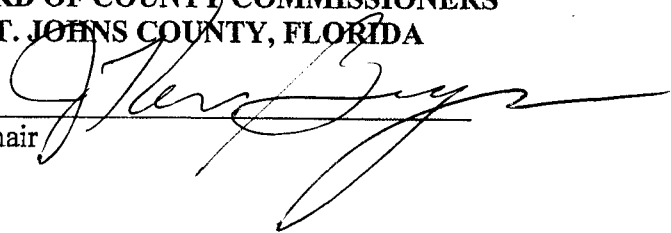
Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Columbia on behalf of the County for the environmental laboratory services as specifically provided in BID No 11-68.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 21<sup>st</sup> day of June, 2011.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair



**ATTEST:** Cheryl Strickland, Clerk

By: Robin L. Black  
Deputy Clerk

RENDITION DATE 6/23/2011



**MASTER CONTINUING CONTRACT AGREEMENT**  
**Bid No: 11-68; Environmental Laboratory Services for**  
**St. Johns County Solid Waste Department**

Approval (Initial & Date):

Drafted By: *[Signature]*  
Approved By: *[Signature]*

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between St. Johns County, FL, 500 San Sebastian Way, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Columbia Analytical Services, Inc, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 9143 Philips Highway, Suite 200, Jacksonville, FL 32256, Phone: (904) 739-2277 and Fax: (904) 739-2011.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide all labor, materials, and equipment necessary to perform Environmental Laboratory Services for the SJC Solid Waste Department in accordance with Bid #11-68 Contract Documents which include the Bid Documents, Bid Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at SJC Solid Waste, provided by the CONTRACTOR, shall be under the general direction of the Solid Waste Manager, or her designee, who shall act as the COUNTY'S representative during the performance of this Contract.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall perform the services required under this Contract according to the schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CONTRACTOR will bill the COUNTY for services satisfactorily performed, and materials satisfactorily delivered, after the materials and services have been provided. The COUNTY shall pay to the Contractor, an annual amount not to exceed twenty one thousand four hundred seventy two dollars (\$21,472.00).
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.
- C. **FINAL INVOICE:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

#### **ARTICLE 5 – TERMINATION**

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. The Contract may be terminated by the COUNTY for cause upon giving twenty one (21) days written notice stating the cause(s) of non-compliance and that the Contract Agreement shall be terminated if corrections are not made to comply with the Contract. The CONTRACTOR will have three (3) days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. The Contract may be terminated by the COUNTY without cause upon thirty (30) days written notice to the CONTRACTOR.

Failure on the part of the Contractor to comply with any portion of the duties and obligations under this Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving thirty (30) consecutive calendar days written notice to the Contractor.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

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

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to

seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

#### **ARTICLE 10 - INSURANCE**

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
  - B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
    - The COUNTY will be named as additional insured on both the General Liability and Auto Liability policies.
    - The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
    - The COUNTY Bid No. and Project Name will be stated on the certificate.
  - C. Insurance Requirements
    - 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
    - 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
      - a. Premises/operations
      - b. Products/complete operations
      - c. Contractual liability
      - d. Independent contractors
    - 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
      - a. Owned autos
      - b. Hired autos
      - c. Non-owed autos
- Special Requirements
- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
    - a. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and Umbrella/Excess Liability policies.

- b. Shall note Bid No: 11-68; Environmental Laboratory Services for SJC Solid Waste
  - c. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
  - 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 11 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 13 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so

state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than

specifically provided for in this agreement.

**ARTICLE 19 - CONTINGENT FEES**

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

**ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

**ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for an initial one (1) year period from the date of acceptance by the COUNTY, and may be renewed for up to a maximum of three (3) one (1) year renewal periods upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 23 - DURATION AND EXTENSION**

This Contract shall be effect for an initial one (1) year period from the day of acceptance by the County, may be renewed for up to a maximum of three (3) one (1) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY, TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

## **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents shall include Bid Documents/Specifications, Addendum # 1, and the Contractor's Bid Proposal, except for modifications issued after execution of this Agreement, which will be enumerated on Amendment(s) or Change Order(s).

## **ARTICLE 29 - FLORIDA LAW & VENUE**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

## **ARTICLE 30 - ARBITRATION**

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever.

## **ARTICLE 31 - NOTICES**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Joe Burch, Purchasing Director**  
2446 Dobbs Road  
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Columbia Analytical Services, Inc  
**Attn: Mr. Jerry Allen, Project Manager**  
9143 Philips Highway, Suite 200  
Jacksonville, FL 32256

**ARTICLE 32 - HEADINGS**

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

**ARTICLE 33 – ACCESS TO RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**ARTICLE 34 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 35 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 36 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

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**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
Joe Burch, Purchasing Director

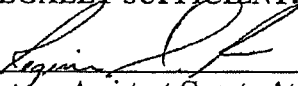
\_\_\_\_\_  
Date of Execution

**ATTEST:  
CHERYL STRICKLAND, CLERK**

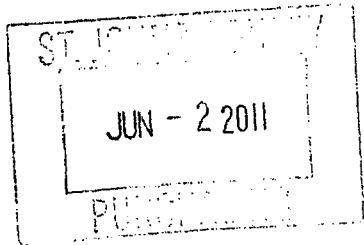
\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT:**

  
\_\_\_\_\_  
Assistant County Attorney

6/1/11  
\_\_\_\_\_  
Date of Execution



**CONTRACTOR:**

Columbia Analytical Services, Inc  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Date of Execution

**EXHIBIT "A"**

**BID NO: 11-68; ENVIRONMENTAL LABORATORY SERVICES FOR SJC SOLID WASTE  
DEPARTMENT**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Official Total Bid Form" in the Bid Documents. All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

**EXHIBIT "A-1"**

**BID NO: 11-68; ENVIRONMENTAL LABORATORY SERVICES FOR SJC SOLID WASTE DEPARTMENT**

**CONTRACT PRICING**

The Contractor shall bill the County for work completed, according to the Price List shown below. These prices shall remain firm throughout the duration of the initial contract term.

**Sample Kit 1: Tillman Ridge Phase I Landfill (Collected by SJC on Monday & Tuesday)**

**Unit Prices for Ground Water Samples:**

Test	Unit Price	Multipliers	Annual Price
1. EPA 8260	\$45.00	X 29 Samples X 2 Events =	\$2,610.00
2. Ammonium	\$13.00	X 29 Samples X 2 Events =	\$ 754.00
3. Bicarbonate	\$ 6.00	X 29 Samples X 2 Events =	\$ 348.00
4. Chlorides	\$ 6.00	X 29 Samples X 2 Events =	\$348.00
5. Nitrate	\$ 6.00	X 29 Samples X 2 Events =	\$ 348.00
6. TDS	\$ 8.00	X 29 Samples X 2 Events =	\$ 464.00
7. TOC	\$ 12.00	X 29 Samples X 2 Events =	\$ 696.00
8. Arsenic	\$ 5.00	X 29 Samples X 2 Events =	\$ 290.00
9. Cadmium	\$ 5.00	X 29 Samples X 2 Events =	\$ 290.00
10. Chromium	\$ 5.00	X 29 Samples X 2 Events =	\$ 290.00
11. Iron	\$ 5.00	X 29 Samples X 2 Events =	\$ 290.00
12. Lead	\$ 5.00	X 29 Samples X 2 Events =	\$ 290.00
13. Mercury	\$ 14.00	X 29 Samples X 2 Events =	\$ 812.00
14. Sodium	\$ 5	X 29 Samples X 2 Events =	\$ 290.00

**Unit Prices for Ground Water Samples:**

Test	Unit Price	Multipliers	Annual Price
15. Unionized Ammonia	\$ 13.00	X 2 Samples X 2 Events =	\$ 52.00
16. BOD	\$ 20.00	X 2 Samples X 2 Events =	\$ 80.00
17. Bicarbonate	\$ 6.00	X 2 Samples X 2 Events =	\$ 24.00
18. Chlorides	\$ 6.00	X 2 Samples X 2 Events =	\$ 24.00
19. Nitrate	\$ 6.00	X 2 Samples X 2 Events =	\$ 24.00
20. TDS	\$ 8.00	X 2 Samples X 2 Events =	\$ 32.00
21. TOC	\$ 12.00	X 2 Samples X 2 Events =	\$ 48.00
22. Arsenic	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
23. Cadmium	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
24. Chromium	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
25. Copper	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
26. Iron	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
27. Lead	\$ 5.00	X 2 Samples X 2 Events =	\$20.00
28. Mercury	\$ 14.00	X 2 Samples X 2 Events =	\$ 56.00
29. Sodium	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
30. Zinc	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
31. EPA 8260	\$ 45.00	X 2 Samples X 2 Events =	\$ 180.00

**Sample Kit 2: Tillman Ridge Phase II Landfill (Collected by SJC on Wednesday)**

**Unit Prices for Ground Water Samples:**

Test	Unit Price	Multipliers	Annual Price
1. Total Ammonia	\$ 13.00	X 20 Samples X 2 Events =	\$ 520.00
2. Chlorides	\$ 6.00	X 20 Samples X 2 Events =	\$ 240.00
3. Nitrate	\$ 6.00	X 20 Samples X 2 Events =	\$ 240.00
4. TDS	\$ 8.00	X 20 Samples X 2 Events =	\$ 320.00
5. Iron	\$ 5.00	X 20 Samples X 2 Events =	\$ 200.00
6. Mercury	\$ 14.00	X 20 Samples X 2 Events =	\$ 560.00
7. Sodium	\$ 5.00	X 20 Samples X 2 Events =	\$ 200.00
8. 40 CFR Part 258 Appendix I	\$ 120.00	X 20 Samples X 2 Events =	\$ 4,800.00

**Unit Prices for Surface Water Samples:**

Test	Unit Price	Multiplier	Annual Price
9. Unionized Ammonia	\$ 13.00	X 2 Samples X 2 Events =	\$ 52.00
10. Total Hardness	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
11. BOD (5 Day)	\$ 20.00	X 2 Samples X 2 Events =	\$ 80.00
12. COD	\$ 12.00	X 2 Samples X 2 Events =	\$ 48.00
13. Nitrate	\$ 6.00	X 2 Samples X 2 Events =	\$ 24.00
14. TDS	\$ 8.00	X 2 Samples X 2 Events =	\$ 32.00
15. TSS	\$ 8.00	X 2 Samples X 2 Events =	\$ 32.00
16. TOC	\$ 12.00	X 2 Samples X 2 Events =	\$ 48.00
17. Fecal Coliform	\$ 15.00	X 2 Samples X 2 Events =	\$ 60.00
18. Total Phosphates	\$ 15.00	X 2 Samples X 2 Events =	\$ 60.00
19. Chlorophyll A	\$ 15.00	X 2 Samples X 2 Events =	\$ 60.00
20. Total Nitrogen	\$ 25.00	X 2 Samples X 2 Events =	\$ 100.00
21. Copper	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
22. Iron	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
23. Mercury	\$ 14.00	X 2 Samples X 2 Events =	\$ 56.00
24. Zinc	\$ 5.00	X 2 Samples X 2 Events =	\$ 20.00
25. 40 CFR Part 258 Appendix I	\$ 120.00	X 2 Samples X 2 Events =	\$ 480.00

**Ground Water Assessment Sample Phase I ( Includes Kit Preparation, Delivery, Pickup, Analysis & Reporting)**

**Sample Kit 3: Closed Tillman Ridge Phase I Landfill**

1. EPA 601/602 parameters via EPA Method 8260 X 24 Samples X 2 Events = \$ 2,160.00 – Annual Price

**Sample Kit 4: Closed Tillman Ridge Phase II Landfill**

1. EPA 601/602 parameters via EPA Method 8260 X 6 Samples X 2 Events = \$ 540.00 – Annual Price

**Sample Kit 5: Stratton Road Transfer Station**

1. Waste Water Sample SP-001 X 4 Quarters = \$ 480.00 – Annual Price

**Sample Kit 6: Tillman Ridge Landfill**

1. Waste Water Sample X 12 Monthly Events = \$ 1,200.00 – Annual Price

**EXHIBIT "B"**

**Bid No: 11-68; ENVIRONMENTAL LABORATORY SERVICES FOR SJC SOLID WASTE  
DEPARTMENT**

**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

*Initial Contract* – Shall be for a term of one (1) year from the date of acceptance by the County, or until funds may become exhausted.

*Contract Renewal/s* – The contract may be renewed for three (3), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.