



Board of County Commissioners
Escambia County, FL

Fee Schedule

Water Quality and Land Management Division

Escambia County Water Quality Laboratory

Date:
Invoice #:
Customer ID:
Exp. Date:

To:

Qty	Description	Method	Unit Price	Line Total
1	Total coliform w/E. coli Confirmation	SM9223B	30.00	30.00
1	Fecal coliform	SM9223B or SM9222D	30.00	30.00
1	Enterococcus	SM9230D, ASTM D6503-99	30.00	30.00
1	Heterotrophic Plate Count	SM9215E	30.00	30.00
1	ICP Metals each ≥ 8 metals/analysis, water or solid	EPA 200.7 R4.4, EPA 6010C	7.00	7.00
1	ICP Metals each, for < 8 metals/analysis, water or solid	EPA 200.7 R4.4, EPA 6010C	15.00	15.00
1	Total Suspended Solids	SM2540D, EPA 160.2	15.00	15.00
1	Total Dissolved Solids	SM2540C, EPA 160.1	15.00	15.00
1	Total Solids	SM2540B, EPA 160.3	15.00	15.00
1	Bulk Density	ASTM C29, NWFWMF FSA	15.00	15.00
1	% Moisture, as standalone test, not part of Metals/Bulk Density	ASTM D2216	10.00	10.00
1	Nitrate/Nitrite (NOx)	EPA 126B R3, EPA 353.2 R2	30.00	30.00
1	Nitrite (NO2)	EPA 115B R1, EPA 353.2 R2	30.00	30.00
1	Nitrate (NO3), as standalone, calculation includes tests (NOx - NO2)	Calculation: EPA 3563.2 R2	60.00	60.00
1	Total Kjeldahl Nitrogen (TKN)	EPA 111B R1, EPA 351.2 R2	30.00	30.00
1	Total Nitrogen (TN), as standalone, calculation includes tests (NOx + TKN)	Calculation: EPA 353.2 R2, EPA 351.2 R2	60.00	60.00
1	Ammonia	EPA 129B R1, EPA 350.1 R2	30.00	30.00
1	Unionized Ammonia, as standalone test	Calculation: EPA 129B R1, EPA 350.1 R2	30.00	30.00
1	Total Phosphorus	EPA 119B R0, EPA 365.1 R2	30.00	30.00
1	Ortho-Phosphorus	EPA 118B R1, 365.1 R2	30.00	30.00
1	Oil & Grease	EPA 1664 RA	70.00	70.00
1	Chlorophyll-a	EPA 445.0 R1.2, SM110200H 3	50.00	50.00
1	Crude Oil Profile	ECWQL SOP	50.00	50.00
1	pH, in lab	SM4500H+, EPA 150.2	10.00	10.00
1	Conductivity, in lab	SM2510, EPA 120.1	10.00	10.00
1	Salinity, in lab	SM2510, EPA 120.1	10.00	10.00
1	Dissolved Oxygen, in lab	EPA In-Situ 1002-8-2009, 1003-8-2009, 1004-8-2009	10.00	10.00
1	Turbidity, in lab	ISO 7027	10.00	10.00
1	Storage of samples beyond 30 days, per month		25.00	25.00
1	Sampling Service \$50.00 / hr/ person, (job may require 2 people minimum). Door to door: includes all field testing and consumables.		50.00	50.00
			Subtotal	
			Sales Tax	0.00
			Total	

Expedited services surcharge: 24 hr TAT = 100%, 48 hr TAT 75%, 72 hr TAT = 50%.

Volume discounts for ≥ 10 samples available on a case by case basis.

Quotation prepared by: _____

This is a quotation on the goods named from the fee schedule, subject to the terms and conditions noted below:

To accept this quotation, sign here and return: _____

Thank you for your business!

Escambia County Water Quality Lab, Terms & Conditions

1. Controlling Provisions - These Standard Terms and Conditions are an integral part of the Agreement between the Escambia County Water Quality Lab, ("ECWQL") and CLIENT ("Client"), and supersede any other document provisions not consistent herewith. Further, the Agreement, including these Terms, constitutes the entire agreement between ECWQL and Client relating to the project and any written or oral representations, assurances, commitments, premises, or agreements by ECWQL not contained herein are void.

2. ECWQL General Responsibilities - Performance by ECWQL shall meet current reasonable scientific and engineering standards in effect in the industry at the time the service is performed. Tests and observations will be conducted using test procedures and laboratory protocols as specified in accepted task orders, Scope of Work, proposals prepared by ECWQL or written instructions to ECWQL from Client. If Client directs a manner of performing analyses that varies from ECWQL's standard or recommended methods and procedures, Client agrees to hold ECWQL harmless from all claims, damages, and expenses arising out of Client's direction.

3. Reports and Records - ECWQL will provide copies of each report to Client as specified in the task order or ECWQL proposal. ECWQL will retain final reports in a retrievable manner for five years from the date of issuance, and will retain back up data for those reports for a minimum of one year and a maximum of three years. ECWQL agrees to provide reports for Client's use only for purposes disclosed to ECWQL at the time of contracting. If Client does not pay for ECWQL's services as agreed, Client agrees that ECWQL may retain all reports and work not yet delivered to Client and request the return of the original reports issued. Methods, discoveries, procedures, and equipment developed by ECWQL during or for the project shall remain the sole property of ECWQL.

4. Delivery and Acceptance of Samples - Client will notify ECWQL of upcoming work at least ten working days prior to delivery of the samples. ECWQL can accept or refuse the work within two days thereafter. Client is responsible for loss of or damage to samples until ECWQL accepts delivery of samples by notation on chain of custody documents. ECWQL reserves the right to transfer samples a subcontractor, after prior notification to Client. Such transfers will be made only to subcontractor laboratories which meet certification and/or approval requirements defined by client. In the event Client chooses to restrict the transfer of samples between ECWQL laboratories and a subcontractor, ECWQL will not be responsible for the payment of penalties, fines, re-sampling or reanalysis charges. ECWQL reserves the right to charge for sample containers that are provided yet unused by the client or received by ECWQL and unanalyzed at the request of the Client.

5. Sample Retention and Disposal - ECWQL will dispose of all non-hazardous samples. It is the responsibility of the Client to inform ECWQL should it be desired that non-hazardous waste samples or extracts be saved beyond 30 days after the issuance of the final report or if alternative or special disposal methods are desired. ECWQL reserves the right to charge for storage of any sample(s) or extract(s) stored beyond 30 days after the date of the final report or for any disposal costs incurred.

ECWQL reserves the right to return highly hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. In addition, samples containing analytes for which there is no approved method of disposal may also be returned to Client. Client agrees to accept them.

6. Non-Assignment - Neither party may assign or transfer any rights or obligations existing under the Agreement without prior written consent of the other party; provided, however, that ECWQL may distribute the project to a subcontract laboratory such part or parts of the project as ECWQL may deem appropriate.

7. Time of Completion - Force Majeure - ECWQL shall use its best efforts to accomplish the project within any specified time limitations. ECWQL shall not be responsible for any non-performance or delay in the work to be performed caused by Client, Client's employee, agents or contractors, or caused by factors beyond ECWQL's control such as governmental authorities, unanticipated physical conditions not now known, labor disputes or acts of God.

8. Successors and Assigns - The Terms shall be binding upon, and inure to the benefit of the successors and assignee of Client and ECWQL.

9. Compensation - The pricing offered to Client by ECWQL is predicated upon Client's acceptance of these terms and conditions provided herein. In most cases, the pricing includes all sample containers and preservatives as prescribed by the analytical method requested for each determination. Credit worthiness will be determined based upon an assessment of Client's payment history, credit reports, financial stability or other factors. If credit is not granted, Client must pay ECWQL in advance prior to initiation of the project. Client agrees to pay for services as stated in the ECWQL proposal or price quote as accepted by Client. Invoices are due 30 days from the date of the invoice. Within 15 days from receipt of invoice, client will notify ECWQL in writing of any particular item that is alleged to be incorrect. Uncontested portions of the invoices will be due within 30 days from initial invoice date. Interest will be charged on unpaid balances at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law, beginning 30 days after receipt of invoice. ECWQL may choose to invoice a third party if requested by Client, however, Client agrees to be ultimately responsible for payment until ECWQL is provided with that third party's written acceptance of all terms of the Agreement and until ECWQL agrees to a substitution. In the event that payment is not made within 60 days following the invoice date, ECWQL will consider the default a total breach of the Agreement and may terminate all duties without liability to Client or to others. In the event that ECWQL must take action to collect payment, Client shall pay all costs of collection, including attorney's fees. Any significant changes to the scope of work subsequent to the submittal of a price quotation, or the delivery of samples to the laboratory are subject to a renegotiation of prices or terms relating to the original scope of work. Such changes include, but are not limited to: QA/QC requirements and procedures, detection limits, samples received and stored, but not analyzed, decrease in quantity of samples delivered compared to quantity quoted, reporting and other deliverable format requirements. ECWQL shall not be required to comply with such changes unless requested in writing and agreed upon by ECWQL in writing.

10. Indemnification and Damages- ECWQL's aggregate liability for negligent acts, errors, omissions, or breach by ECWQL will not exceed the fee paid for the services. Client agrees to indemnify and hold harmless ECWQL, Escambia County, and its respective directors, officers, agents, employees, from and against any and all liabilities, damages, losses or expenses (including court costs and attorney's fees) in excess of that amount. ECWQL will not be liable to Client for any special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital. ECWQL will not be liable to Client unless Client has notified ECWQL of the discovery of the claimed negligent act, error, omission or breach within 30 days of the date of its discovery, and within two years of the date of injury or loss, and unless ECWQL is given an opportunity to investigate and to recommend ways of mitigating Client's damages. If it is claimed by a third party that ECWQL did not complete an

acceptable analysis, Client will seek further review and acceptance of the completed work by the third party and use their best efforts to obtain that acceptance. Subject to an overall limitation of liability provided for in this Agreement, if ECWQL has failed to meet an established holding time through negligence or non-intentional breach, ECWQL will be responsible for the actual costs of re-sampling and reanalysis, but not exceeding the value of the individual task order or proposal.

11. Limitation of Liability - Client is aware that the project may involve inherent risks, both patent and latent, and that ECWQL cannot guarantee satisfactory results or indemnify Client from any damages, direct or indirect, resulting from the project. Should it be determined by a Court of competent jurisdiction that ECWQL did not meet current reasonable scientific regulatory and engineering standards in effect in the industry at the time the service is performed, and if Client suffers damages directly as a result thereof, ECWQL's liability is limited to the amount of the fee paid for services by Client. Client will advise its agents, contractors and subcontractors involved in the project, if any, of the liability limitation.

12. Client Responsibility – Client shall:

- (a) Provide ECWQL full and complete information regarding all factors known to Client, or which Client has access to, which could have any affect on the ability of ECWQL to perform its obligations, and notify ECWQL should Client acquire information of this type during performance of the project.
- (b) Provide to ECWQL personnel and/or subcontractors access to any site where ECWQL is to perform work, and access to all personnel of Client who are in any way involved in the project, including (but not limited to) any authority or permission which must be obtained by any third party.
- (c) Notify ECWQL of any delay regarding the start-up, progress or completion of the project caused by Client, or caused by others and known to Client, not less than two (2) weeks before such delay. In the event that Client fails to give the notice required by the Paragraph, Client agrees to pay ECWQL for labor and material, and for lost profits due to ECWQL being unable to work elsewhere during the period of delay.

13. Insurance - Escambia County Board of Commission is a qualified self-insured under the provisions of §768.28, Florida Statutes. The County maintains a self-insured fund from which liability claims are paid. The limits are \$200,000 per claim, \$300,000 per occurrence. Any claims which alleges negligence on part of the County or any County employee may be submitted to the Risk Management Office, Post Office Box 1591, Pensacola, FL 32591-1591.

14. Change Orders- ECWQL shall not be required to comply with any requested changes in the project unless agreed to by ECWQL in writing. Any changes may increase the amount due ECWQL.

15. Confidentiality- Unless otherwise required by law, Each party agrees that if during the performance of the project it becomes aware of trade secrets, confidential or proprietary information of the other, it will not disclose such information except to its employees or contractors and then only as necessary to complete the project.

16. Miscellaneous Provisions- ECWQL requests written acceptance of these terms and conditions, however, the arrival of samples at the ECWQL laboratory will be considered an intent to do business and constitute agreement to these Terms and Conditions. This Agreement constitutes the summary of terms and conditions between Client and ECWQL. In no event will the printed terms or conditions stated in a purchase order, other than agreed upon task order, be considered part of this Agreement.

17. Choice of Law- These terms of this agreement shall be governed by the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

18. Records- The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

19. Independent Contractor- The parties agree that ECWQL shall perform specialized services and that Client accepts these terms and conditions with ECWQL serving as an independent contractor. Nothing in this agreement shall be construed so as to constitute ECWQL or any of the County's agents or employees as an agent, employee or representative of the Client.