

CONTRACT

THIS CONTRACT is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and TETRA TECH NUS, INC., whose address is 1401 Oven Park Drive, Suite 201, Tallahassee, Florida 32308 (hereinafter referred to as the "Contractor"), a New York corporation authorized to transact business in Florida, for CERCLA/SARA Site Assessments and Targeted Brownfields Assessments.

WHEREAS, the Department has received CERCLA section 104, 104(d)(1), and 128(a) grant funds from the U. S. Environmental Protection (EPA), CFDA Nos. 66.811, 66.802 and 66.817, respectively, for state response site activities and Targeted Brownfields Assessments; and,

WHEREAS, the Department wishes to use these grant funds for professional engineering services needed to perform CERCLA Site Assessments, Targeted Brownfields Assessments and Brownfields Source Removals; and,

WHEREAS, the Contractor has been deemed the most qualified, through a competitive process, for completion of these services.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform CERCLA/SARA Site Assessments and Targeted Brownfields Assessments and Source Removals on a Task Assignment basis (copies of the Task Assignment Notification Form and Task Assignment Change Order Form are attached hereto and made a part hereof as Attachments A and B, respectively) as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2004014C and Contractor's response thereto, incorporated herein by reference, and in accordance with Attachment C, Scope of Services, attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in the Solicitation or Contractor's response thereto shall have precedence. The Contractor does hereby agree to conduct these services for the Department upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2.
 - A. In the event that services are required to be performed that are not specifically set out in Attachment C, but are within the general scope of the services, the Department and the Contractor hereby reserve the right to negotiate task assignments covering the required services.
 - B. There is no minimum amount of work guaranteed as a result of this Contract. Any and all work assigned will be at the sole discretion of the Department. The Department reserves the right to assign different phases of work on a specific site to different firms.
 - C. Notwithstanding any other provisions of this Contract, the Contractor may, at its sole discretion, elect not to participate in a proposed task assignment. Such election shall not preclude the Contractor from participating in other task assignments as the Department may request. The Contractor shall notify the Department orally, with confirmation in writing, within three (3) business days of receipt of a Task Assignment Notification Form, of the Contractor's decision.
3.
 - A. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
 - B. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these

services, or requirements as further stated herein, shall be supplied by the Contractor, unless otherwise specified herein.

- C. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports and other services.
- D. The Department's or the Environmental Protection Agency's (EPA's) approval of drawings, designs, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. Neither the Department's nor the EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this Contract or of any cause for action arising out of the performance of this Contract.
- E. The Contractor and all subcontractors shall be, and shall remain, liable in accordance with applicable law for all damages to the Department or EPA caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Department, Department-furnished data or any third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.
- F. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or State law and in no way diminish any other rights that the Department may have against the Contractor for faulty materials, equipment or work.
- G. The Contractor agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with The Hotel and Motel Fire Safety Act of 1990.

4. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years from the date of execution, inclusive. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal is contingent upon satisfactory performance by the Contractor and the availability of funds. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

- 5. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement plus fixed fee basis. It is understood and agreed that the maximum compensation under this Contract shall not exceed \$4,000,000 for the five year term of the Contract. The initial funding increment under this Contract is set at \$387,769. Based upon continued satisfactory performance and annual appropriations by the Legislature, the Department reserves the right to provide additional increments of funding on an "as needed" basis. The Contractor shall be notified, by certified letter from the Director, Division of Waste Management or the Chief, Bureau of Waste Cleanup, of any additional funding increments. In the event of renewal after the initial term of this Contract, the Department reserves the right to increase the ceiling amount of this Contract to provide for the renewal period(s).
- B. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the Department and the Contractor. It is understood and agreed that the Contractor will not commence work on any task assignment that will exceed the balance of the current funding increment level until notice is received by the Contractor of an increase in funding. In no event shall the Contractor continue to perform services once the authorized funding increment level has been reached. It is the Contractor's responsibility to know when the authorized funding increment level has been reached.

- C. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
6. A. The Contractor shall submit invoices on a convenient basis, but not more frequently than monthly, unless otherwise specified in the Task Assignment/Task Assignment Change Order Form. Each invoice shall be itemized in accordance with the authorized budget categories listed below and in Attachment D, Rate Schedule, attached hereto and made a part hereof, or shall be accompanied by an executed copy of the Task Assignment Notification Form/Task Assignment Change Order Form evidencing a fixed price. Attachment E, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Attachment E with an invoice shall result in a delay in processing the invoice for payment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be submitted within sixty (60) days of the completion of each Task Assignment. A final contract invoice must be submitted to the Department no later than thirty (30) days following the completion date of the Contract, to assure the availability of funds for final payment.
- B. Six (6) copies of each invoice, including appropriate supporting documentation as required below, shall be submitted to the following address:
- Florida Department of Environmental Protection
Bureau of Waste Cleanup
Attn: Joyce Papp, MS#4505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
- C. Upon satisfactory completion of the work performed under this Contract, as a condition before final payment under this Contract or as a termination settlement under this Contract, the Contractor shall execute and deliver to the Department, using Attachment F - Release of Claims by Contractor on EPA Subagreement, a release of all claims against the Department arising under, or by virtue of, this Contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this Contract by State law or otherwise expressly agreed to by the parties to this Contract, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the Department's claims against the Contractor or the Contractor's sureties under this Contract or applicable performance and payment bonds. Release of claims in this section shall refer to contract claims.
7. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements (attached hereto and made a part hereof as Attachment G), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:
- A. Salaries/Wages - Identify personnel, salary rates and hours/time spent on individual projects as defined in the task assignment. Rates must be in accordance with those listed in Attachment D, Rate Schedule. Premium rates for overtime are not allowed under the Contract without the prior written consent of the Department.
- B. Overhead/Indirect/General and Administrative Costs - All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Contractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges will be calculated based on the prevailing rate used by the State Board of Administration.
- i. Overhead (including fringe benefits) - Shall be calculated at 97.93% of Direct Labor.
- ii. General and Administrative - Shall be calculated at 10.16% of Direct Labor + Overhead.

C. Project Management – Shall be calculated at 10% of Total Labor Costs. For the purposes of this Contract, Project Management shall include the following:

- i. Communication – Maintaining communication with all involved personnel (including the Department, subcontractors, and internal contractor personnel) necessary for completing task assignments under this Contract.
- ii. Resource Management – Allocation, coordination, management, and tracking of necessary resources for completion of tasks, including internal and subcontracted resources.
- iii. Quality Control – Ensuring adequate quality controls on performance and work products through compliance with appropriate CompQAPP and site-specific QAPP requirements, as well as internal technical and non-technical peer review of work product submittals (e.g. reports, data submittals, etc.).
- iv. Progress Management – Monitoring project performance and schedule maintenance, control, and tracking including the identification of critical pathways, milestones, schedule variances, and necessary corrective actions required for successful completion of each task's scope of services.
- v. Progress Reports – Development and submittal of project tracking reports.
- vi. Progress Meetings – Periodic (e.g., weekly/bi-weekly) meetings between the Department and the Contractor to discuss the status of all related task assignments, and to identify and resolve outstanding issues.
- vii. Financial Management – Budget management, control, and tracking for subtasks and overall projects including subcontractor payment, invoicing, etc.

Project Management does not include costs associated with personnel hours directly related to a specific subtask item (e.g., hours for attendance at technical meetings, **development** of work product versus **management review** of work product).

- D. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
- E. Travel - Travel expenses and per diem must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be made in accordance with Section 112.061, Florida Statutes.
- F. Equipment Usage – Only those items of equipment contained in Attachment D may be charged and must be in accordance with the rates contained therein. Equipment usage rates apply only to use in the field and not transportation time.
- G. Other Direct Costs (ODCs) – Shall be calculated at 5% of Total Labor Costs + Project Management. For the purposes of this Contract, ODCs shall include office supplies; shipping and freight (not including sample shipping); postage and handling; copying; communications (fixed and mobile phones, FAX); computer costs (VAX, CADD, Modeling, Word Processing, etc.);

as applies to the costs associated with the use of the computer equipment and not the direct labor involved; and other costs not included in overhead or general and administrative costs.

- H. Field Supplies - Shall be reimbursed at cost plus 10% handling fee. Must be documented by itemizing and including copies of receipts or invoices.
- I. Subcontractor Handling Fee – A handling fee shall be applied as follows to all subcontractor charges (excluding laboratory services): 10% of the first \$50,000 of subcontractor total costs; 7% of the second \$50,000 of subcontractor total costs; and 5% of all subcontractor total costs over \$100,000. A maximum of \$2,500 shall not be exceeded for any one subcontractor per task.
- J. Fee - The negotiated fee shall be calculated at 10% of Total Labor Costs and shall be awarded on a task assignment basis.
- K. Retainage – A maximum of 10% from each payment to the Contractor may be retained pending satisfactory completion of a task assignment. However, if retainage is to be withheld, it shall be determined on a task-by-task basis and be reflected on the Task Assignment Notification Form.

The review for approval of the final deliverable(s) will be completed within sixty (60) days of receipt. The request for payment of retainage will be included on the final invoice for each task assignment. The final invoice for each task assignment will be submitted after approval of the final deliverable(s).

- L. Health and Safety – Costs for health and safety equipment and supplies for in-field personnel protection shall be charged in accordance with the rates contained in Attachment D.
- 8. Charges for rates or expenses which are not included in Attachment D, but which are required by the Department on a Task Assignment Notification Form, shall be compensated at rates mutually acceptable to the Department and the Contractor, and shall be evidenced by an executed Task Assignment Notification Form. In the event that the Department determines that such rates should become a part of the rate schedule attached to this Contract, the Department shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion in this Contract.
 - 9. All rates contained herein shall be subject to renegotiation on the anniversary date of the Contract each year of the Contract. The Contractor or the Department shall initiate any renegotiation of rates sixty (60) days prior to the renegotiation date established herein. Failure to initiate a renegotiation of rates prior to the date(s) established may result in the continuation of the rates contained in the Contract until the next scheduled renegotiation date. The Department reserves the right to terminate the Contract if an agreement is not reached by the renegotiation date.
 - 10. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.
 - 11. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial Services,

Vendor Ombudsman at the telephone number provided above, or the Department's Procurement Section at (850) 245-2361.

12. A. The original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the Department determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments must be made within one (1) year following the end of the Contract.
- B. The Contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier subcontracts and change orders is based on current, accurate and complete data supported by their books and records. If the Department or EPA determines that any price (including profit) negotiated in connection with this Contract, lower tier subcontract or amendment thereunder was increased by significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the Department shall modify the Contract in writing to reflect such action. Failure to agree on a reduction shall be subject to paragraph 19 of this Contract.
13. A. In an effort to conserve and recycle natural resources, the Contractor shall submit all reports generated under this Contract on recycled paper.
- B. The Contractor shall submit a one to two page progress report every month which shall contain the following:
 - the DEP Contract Number;
 - a summary of project status and tasks;
 - projected activities for upcoming months; and,
 - identification of any problems encountered or anticipated and the methods proposed for their resolution.
- C. A meeting will be held at the time of each task assignment to discuss planned project activities. At specified intervals throughout each task assignment, the Contractor's Contract Manager (or his designee) will meet with the Department's Contract Manager to provide an update on task status and planned activities, and to deliver completed deliverables as specified in each task assignment.
14. All reports produced and other data gathered by the Contractor for the purpose of this Contract shall become the property of the Department without restrictions or limitations upon their use and shall be made available by the Contractor at any time upon request of the Department. In the event of termination of this Contract, all finished or unfinished documents, data studies, and reports generated by the Contractor shall be relinquished to the Department.
15. Any notices or other written communication, except invoices, between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or delivered in person to the Contract Managers at the following addresses:

Contractor

Tetra Tech NUS, Inc.
Attn: Gerald Walker
1401 Oven Park Drive, Suite 201
Tallahassee, Florida 32308

Department

Department of Environmental Protection
Bureau of Waste Cleanup
Attn: Joe McGarrity, MS#4535
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

16. The Department's Contract Manager is Joe McGarrity, Environmental Specialist III, 850/245-8979. Alternate Contract Managers for the Department are Eric Nuzie, Environmental Manager, Phone 850/245-8978 and Teresa Boeshaghi, Environmental Specialist II, Phone 850/245-8989. The

Contractor's Contract Manager is Gerald Walker, Phone 850/385-9899. All matters shall be directed to the Contract Managers for appropriate action or disposition.

17. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract. In the event that the Department determines that the purchase of equipment becomes necessary, this Contract shall be modified by a change order to include provisions for the reimbursement of equipment purchases and to include equipment responsibilities language and the Property Reporting Form.
18. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act, or failure to act, by the Contractor, its subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
19. All services shall be performed by the Contractor to the satisfaction of the Secretary of the Department or his designated representative, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, and the Secretary's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto, to the extent provided by Florida law.
20.
 - A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this Contract in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR, Part 30 or 31, as applicable, in effect on the date of execution of this Contract. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36, as applicable, for any negotiated contract or change order and a copy of the cost summary submitted to the Department. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Department and the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Contractor will provide facilities for such access and inspection.
 - B. If this is a formally advertised, competitively awarded, fixed price contract, the Contractor agrees to make paragraphs A through G of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to include paragraphs A through G of this clause applicable to all contracts awarded in excess of \$10,000 at any tier, and to make paragraphs A through G of this clause applicable to all change orders directly related to project performance.
 - C. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
 - D. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs A and B of this provision and to any of the agencies referred to in paragraph A.
 - E. Records under paragraphs A and B above shall be maintained by the Contractor during performance on EPA assisted work under this Contract and for the time periods specified in 40 CFR, Part 30 or 31, as applicable. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Contractor for the time periods specified in 40 CFR, Part 30 or 31, as applicable.

- F. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph A of this clause shall have access to records at any reasonable time for as long as the records are maintained.
 - G. This right of access clause applies to financial records pertaining to all contracts (except formally advertised, competitively awarded, fixed price contracts) and all contract change orders regardless of the type of agreement. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments: a) to the extent the records pertain directly to contract performance; b) if there is any indication that fraud, gross abuse or corrupt practices may be involved; or c) if the contract is terminated for default or for convenience.
- 21.
- A. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than 10 calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
 - B. This Contract may be terminated in whole or in part in writing by the Department for its convenience, provided that the Contractor is given: (1) not less than 10 calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the Department prior to termination.
 - C. If termination for default is effected by the Department an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of the termination may be adjusted to cover any additional costs to the Department because of the Contractor's default. If termination for default is effected by the Contractor, or if termination for convenience is effected by the Department the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.
 - D. Upon receipt of a termination action under paragraphs A or B above, the Contractor shall: (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Department all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.
 - E. Upon termination under paragraphs A or B above, the Department may take over the work or may award another party a contract to complete the work.
 - F. If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Department. In such event, adjustment of the Contract price shall be made as provided in paragraph C of this section.
22. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
23. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in

conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

24. A. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of this Contract, shall require formal amendment to this Contract.
- B. No services for which the Contractor will charge additional compensation shall be furnished without the written authorization of the Department.
25. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: www.pridefl.co

26. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

27. The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the Department shall have the right to annul this Contract without liability or, at its discretion, to deduct fees from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
28. A. If the Department finds, after a notice and hearing, that the Contractor, or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Department, the State or the EPA in an

attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, the Department may, by written notice to the Contractor, terminate this Contract. The Department may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Department bases such findings shall be in issue and may be reviewed in proceedings under paragraph 19 of this Contract.

B. In the event this Contract is terminated as provided in paragraph A, the Department may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Department) which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

29. The State may seek recovery of the costs of cleanup of specific sites from any and all responsible parties, and must anticipate the possibility of litigation. In order to avoid a conflict-of-interest, or the appearance of a conflict-of-interest, the State requires that the Contractor notify the Department in writing within five (5) days of the Contractor's discovery of a potential conflict-of-interest and make such continuing disclosure throughout the term of the Contract, of any present or anticipated contractual or other business relationship between the Contractor, or any subcontract of the Contractor, and any of the persons or entities who are, or may be, responsible for that site. The Department agrees to notify the Contractor of all potentially responsible parties for a site when such information becomes available to the Department. The Department shall notify the Contractor within ten (10) days of receipt of such notification whether or not it deems a conflict-of-interest to exist.

For the purposes of this Contract, a contractor or contractor's subcontractor may be deemed to have had a business relationship with one of the responsible parties if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties, as defined.

A full disclosure shall include a description of the action that the Contractor has taken, or proposes to take, to avoid or to mitigate such conflicts-of-interest. In addition to the Contractor's duty to disclose any conflict-of-interest as described above, the Department shall retain and exercise the right to determine on its own initiative whether or not a conflict-of-interest on the part of the Contractor exists. The Department may terminate the Contract if the Department deems such termination to be in the best interest of the Department, or may terminate the Contractor's assignment to a particular site or sites based upon its assessment of the potential conflict-of-interest.

The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the Contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this Contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is responsible for the performance of all services issued under this Contract. Failure to perform by a Contractor's subcontractor shall not constitute a force majeure event.
31. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner

as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

32. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
33. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
34. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
35. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
- C. There will be no religious worship, instruction, or proselytization as part of, or in communication with, the performance of this Contract.
36. A. The Contractor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under this Contract. The Contractor shall ensure, to the fullest extent possible, that at least the applicable fair share objectives of Federal funds for subcontracts for supplies, construction, equipment or services are made available by the Contractor to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- B. The Contractor agrees to include in their bid documents, and require all of its subcontractors to include in their bid documents, the fair share percentages set forth below. The negotiated fair share commitments for the State of Florida are as follows:
- | | |
|---------------------------------------|-------------------------------|
| State Revolving Fund Construction: | 11% MBE and 3% WBE (both SRF) |
| Architectural & Engineering Services: | 10% MBE and 15% WBE |
| Commodities: | 7% MBE and 17% WBE |
| Contractual: | 14% MBE and 36% WBE |
| Construction: | 10% MBE and 11% WBE (non SRF) |
- C. The Contractor accepts the MBE/WBE "fair share" goals and objectives negotiated for the State of Florida. In the event that the Contractor does not want to rely on the applicable State's MBE/WBE goals, the Contractor agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to the MBE/WBE Coordinator, Grants Management Office within thirty (30) days of Contract execution. It is expected that EPA approval/disapproval of the Contractor's MBE/WBE objectives will be provided within thirty (30) days of submission to the EPA Grants Management Office.

- D. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the Contractor agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.
 - E. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Contractor agrees to utilize, and to encourage its subcontractors under this Contract to utilize, small businesses located in rural areas to the maximum extent possible. The Contractor agrees to follow the six affirmative steps stated in 40 CFR 30.4(b), 31.36 or 35.6580, as appropriate, in the award of any subcontracts under this Contract. It is understood and agreed that compliance with this requirement will be monitored during management review conducted by the EPA.
37. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
38. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of Prosonic Corporation; Ambient Technologies, Inc.; Kelly Environmental Drilling, Inc.; Suncoast Environmental Construction Group, Inc.; SWS, Inc.; Big Bend Environmental Services, Inc.; US Filter; Lemenze Environmental Drilling Company, Inc.; Severn Trent Laboratories, Inc.; Pace Analytical Services, Inc.; Accutest Laboratories Southeast, Inc.; KB Labs, Inc.; and TransLab, Inc., without the prior written consent of the Department's Contract Manager. The Department reserves the right to reject any subcontractor based upon prior experience.
- B. The Contractor agrees to notify the Department of all subcontractors not listed above no less than ten (10) days prior to the effective date of the subcontracts for the purpose of consent to their use by the Department. The Contractor agrees to provide the Department with an executed copy of all subcontracts within ten (10) days after the effective date of the subcontract.
- C. The Contractor agrees to be responsible for the fulfillment of all work elements included in the subcontracts and agrees to be responsible for the payment of all moneys due under any subcontract and hold the Department and the EPA harmless from availability or damages arising under, or from, any subcontract.
- D. Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c) (4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the act as a special condition of the subcontract.
- E. Any subcontracts made under this Contract must include the same conditions specified in this Contract.
39. A. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
- B. The Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$2,000,000 combined single limit. The Contractor shall also maintain pollution liability coverage with limits of not less than \$3,000,000 aggregate for personal

injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator.

40. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
41. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
42. The Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Contract by the Contractor until such time as the exact amount of damages due the Department from the Contractor is agreed upon or otherwise determined.
43.
 - A. In accordance with Executive Order 12549, Debarment and Suspension (40 CFR 32), the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the EPA to the Department.
 - B. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment H.
 - C. As required by paragraphs A and B above, the Contractor shall include the language of this section and Attachment H in all subcontracts or lower tier agreements executed to support the Contractor's work under this Contract.
44.
 - A. The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Contractor shall submit Attachment I, Standard Form-LLL, "Disclosure Form to Report Lobbying" (attached hereto and made a part hereof), and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - B. The Contractor's Chief Executive Officer shall certify that no funds provided under this Contract have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Contractor shall submit Attachment J, "Lobbying and Litigation Certificate" (attached hereto and made a part hereof) to the DEP within ninety (90) days following the completion of the Contract period.
45.
 - A. If this Contract or any resulting subcontract is for an amount in excess of \$100,000, the Contractor must comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33

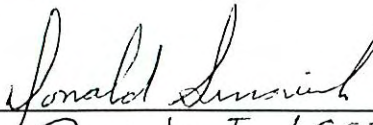
U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included in the EPA list of Violating Facilities under nonexempt Federal contracts, grants or loans.

- B. In accordance with 40 CFR 35.655, the Contractor shall provide data generated or otherwise obtained in the performance of Contractor responsibilities under this Contract to any party other than the Department, EPA, or its authorized agents for the life of this Contract, and for a period of five (5) years after completion of the Contract.
 - C. The Contractor must comply with the requirements of 40 CFR Sections 35.6270(a)(1) and (2); 35.6320(a) and (b); 35.6335; 35.6700; and 35.6705.
 - D. The Contractor must comply with mandatory standards and policies on energy efficiency contained in Florida's energy conservation plan which is issued in compliance with the Energy Policy and Conservation Act.
 - E. The Contractor hereby agrees to comply with the assurances as set forth in the document entitled "Assurances - Non-Construction Programs), attached hereto and made a part hereof as Attachment K.
- 46. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and Attachment L, Quality Assurance Requirements for Department Contracts, as well as the requirements set forth in 40 CFR section 31.45.
 - 47. Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports which are prepared as a part of this Contract. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
 - 48. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.
 - 49. The Department reserves the right to revise this Contract to include additional language required by federal agency(ies) or other sources awarding funding to the Department in support of this Contract.
 - 50. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

TETRA TECH NUS, INC.

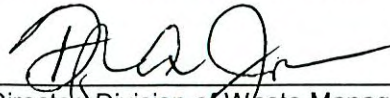
By: 
Title: President / CEO

Date: April 1, 2005

1401 Oven Park Drive, Suite 201
Tallahassee, Florida 32308

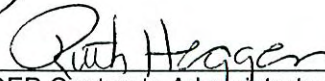
FEID No.: 95-4660169

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

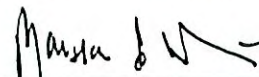
By: 
Director, Division of Waste Management
or designee

Date: 3/28/05


Joe McGarrity, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

List of attachments/exhibits included as part of this Contract:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	A	Task Assignment Notification Form (1 page)
Attachment	B	Task Assignment Change Order Form (1 page)
Attachment	C	Scope of Services (4 pages)
Attachment	D	Rate Schedule (31 pages)
Attachment	E	Subcontractor Utilization Report Form (4 Pages)
Attachment	F	EPA Release of Claims Form (1 page)
Attachment	G	Contract Payment Requirements (1 page)
Attachment	H	Certification Regarding Debarment/Suspension (2 Pages)
Attachment	I	Disclose Form to Report Lobbying Activities (2 pages)
Attachment	J	Lobby & Litigation Certificate (1 page)
Attachment	K	Assurances - Non-Construction Programs (2 pages)
Attachment	L	Quality Assurance Requirements for Department Contracts (10 pages)

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ATTACHMENT A

TASK ASSIGNMENT NOTIFICATION FORM DEP CONTRACT NO. HW525

Task Assignment Number: _____ Module #: _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____ Phone #: _____

DEP Site #: _____ DEP Site Name: _____

Address: _____

Task Description (Use additional sheets if necessary): _____

Deliverables: _____

Period of Performance: Execution of Task Assignment through _____

Task Assignment Type: Fixed Price Cost Plus Fixed Fee

Fixed Cost (incl. Retainage) _____ Max. Cost: _____

Retainage _____ Fixed Fee: _____

Available Performance Fee \$ _____

Total Task Assignment Value \$ _____

Date

DEP Project Manager: _____

DEP Contract Manager: _____

Cost Center Administrator: _____

Contractor Representative: _____

Contractor Representative: _____

cc: Gwenn Godfrey, Procurement Section (MS93)
Bureau of Finance & Accounting, Contracts Disbursements (MS78) - 2 copies

ATTACHMENT B

TASK ASSIGNMENT CHANGE ORDER FORM DEP CONTRACT NO. HW525

Task Assignment Number: _____ Change Order #: _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____ Phone #: _____

DEP Site #: _____ DEP Site Name: _____

Address: _____

Description of Change (Use additional sheets if necessary): _____

CHANGE IN TASK AMOUNT

<u>Item</u>	<u>Cost Reimbursement</u>	<u>Fixed Fee</u>	<u>Fixed Price</u>	<u>Total</u>
Original task amount:	_____	_____	_____	_____
Task amount prior to this change order:	_____	_____	_____	_____
Net increase/decrease in task amount:	_____	_____	_____	_____
Task amount with all change orders:	_____	_____	_____	_____

CHANGE IN TASK TIME

Original task completion date: _____

Completion date prior to this change: _____

Net increase/decrease in task period: _____

Completion date with all change orders: _____

Date

DEP Project Manager: _____

DEP Contract Manager: _____

Cost Center Administrator: _____

Contractor Representative: _____

Contractor Representative: _____

cc: Gwenn Godfrey, Procurement Section (MS93)
Bureau of Finance & Accounting, Contracts Disbursements (MS78) - 2 copies

ATTACHMENT C

SCOPE OF SERVICES

The Florida Department of Environmental (DEP) has selected the Contractor, an engineering firms registered to do business in Florida, for the completion of Comprehensive Environmental Response Compensation and Liability Act (CERCLA) Site assessments, Targeted Brownfields Assessments (TBA) and Brownfields Source Removals on a task assignment basis. The Contractor must maintain, during the term of this Contract, an office and personnel located in Florida.

No minimum amount of work is guaranteed under this Contract.

The Contractor shall be responsible for completing CERCLA Site Assessments, Targeted Brownfields Assessments and Source Removal at potential Brownfields sites. Funding for these projects is provided by the U.S. Environmental Protection Agency (EPA) under Interagency Cooperative Agreements with the DEP. The Contractors shall adhere to all State and federal program requirements. Completion of the Comprehensive Environmental Response Compensation Liability Information System (CERCLIS) Site Assessments will require a working knowledge of EPA's Hazard Ranking System (HRS) (EPA Federal Register, 40 CFR Part 300). Targeted Brownfields Assessments will require adherence with the most recent version of the American Society for Testing and Materials (ASTM) Standards for Phase I and Phase II Environmental Site Assessments. A description of the types of projects and associated project activities, which the Contractor shall be responsible for, is provided below.

I. CERCLA Site Assessments

The CERCLA Site Assessment projects will focus on evaluating sites with confirmed or suspected contamination. The purpose of the CERCLA assessment is to document whether a release of hazardous substances has occurred and to evaluate the potential threats to nearby receptors. The information gathered during the CERCLA Site Assessment will be used to complete a Hazard Ranking System evaluation. The CERCLA Site Assessment activities that may be tasked under this Contract include, but are not limited to: CERCLIS Pre-Screening Assessments, Preliminary Assessments, Site Inspections, Combined Assessments, Expanded Site Inspections and Hazard Ranking System evaluations.

A variety of field activities will be required to complete CERCLA site assessments. The field activities may include, but are not limited to: securing site access; conducting surface geophysical surveys; geophysical logging of wells; installation of ground water monitoring wells; well abandonment; logging of soil borings; hazardous waste characterization; soil screening; collection of soil, soil vapor, sediment, biological, surface water and ground water samples; laboratory analyses for a wide variety of organic and inorganic chemicals (see Section VI below); and management and disposal of investigation derived wastes. The Contractor will also be required to use the EPA's Forms II Lite software program to adhere to EPA's Contract Laboratory Program. Prior to sampling and other on-site investigations, the Contractor may be required to review and summarize information on the site; obtain historical ownership information; perform a well inventory; evaluate environmental conditions; identify and describe sensitive environments or resources near the site; evaluate contaminant migration and exposure pathways and perform other work as necessary to achieve project objectives.

II. Targeted Brownfield Assessments and Source Removals

The Contractor may be tasked to conduct Targeted Brownfields Assessments (TBA) under this Contract. The TBA's will be completed to evaluate environmental conditions at potential Brownfield sites for local governments, non-profit organizations and other eligible TBA recipients. TBA project activities will include, but are not limited to, completion of Phase I and Phase II Environmental Site Assessments; supplemental contamination assessments; risk assessments and other related activities. Site specific activities will include, but are not limited to: securing site access; conducting surface geophysical surveys; geophysical logging of wells; installation of ground water monitoring wells; well abandonment; well logging of soil borings; hazardous waste characterization, soil screening; collection of soil, soil vapor, sediment, biological, surface water, and

ground water samples; laboratory analyses (see Section VI below) and management and disposal of investigation derived wastes (IDW).

III. Brownfield Source Removals

The Contractor may be tasked to conduct source removal projects. The source removal will be completed for TBA recipients at potential and designated Brownfields sites. The source removal project activities may include, but are not limited to: excavation, removal, and disposal of leaking storage tanks and piping, and removal of abandoned drums, waste piles and contaminated soils. The Contractor may be required to meet an aggressive schedule for expediting source removal projects using a fast-track approach without the benefit of a comprehensive study of site conditions. Other removal related activities may include, but are not limited to: constructing security fences and posting warning signs; installation of berms or caps; site evaluations; preparation of work plans and cost estimates; obtaining permit applications; conceptual design development; field inspections; surveying; equipment and materials testing; environmental monitoring; and preparation of necessary reports.

IV. Work Plan Packages

Work Plan Packages will be required for the field investigations and removal actions tasked for CERCLA Site Assessments, Targeted Brownfields Assessments and Source Removal projects. The work plan packages are expected to include a scope of work, a health and safety plan and a quality assurance project plan. A summary for each component of the work plan package is provided below.

A. Scope of Work

The scope of work component details site-specific information and services that will be provided under the task assignment. The work plans may include work hours to: complete file reviews and property owner record searches; review historical records and aerial photographs; obtain permission for site access; and conduct a site reconnaissance and interviews with site owners or operators. The work plans will include a site description, a summary of operational and regulatory history, drinking water well inventory, a summary of potential environmental and human receptors, basic geology/hydrogeology, a description of data quality objectives for sample collection and laboratory analyses and field sampling methodology. The work plan shall be consistent with the sampling and analysis requirements specified in Attachment L, Quality Assurance Requirements for Department Contracts.

B. Health and Safety

The Contractor will be required to submit to DEP a Health and Safety Plan for each tasked project. The plan will be designed to protect the health and safety of local residents, DEP oversight staff and contractor/subcontractor personnel. All safety requirements will conform to the OSHA Guidelines for Hazardous Waste Operations, 29 CFR Part 1910.

C. Quality Assurance Project Plan

Prior to receiving any site assignments, the Contractor will be required to comply with all requirements set forth in the Florida Department of Environmental Protections Quality Assurance Rule 62-160. F.A.C. (see Attachment L), as well as the requirements set forth in 40 CFR section 31.45.

V. Site Assessment and Source Removal Reports

The Contractor will be required to submit draft and final reports for the CERCLA Site Assessment and the TBA and Source Removal projects. The reports will include, but may not be limited to: an executive summary, a site description, a summary of the site's regulatory and operational history, a description of the environmental setting, identification of potential receptors, site sampling maps, ground water contour maps, summary tables of contaminants detected during the assessment, a comparison analyses of the sample results to benchmark criteria or regulatory standards, a discussion of potential public health and environmental concerns and site recommendations.

The Contractor will be required to submit draft and final reports as a result of work described herein. These reports may be in standard format(s) to be provided by the DEP. All reports and data shall be delivered in both physical printed form and as data retrievable from computer disks (CDs preferred). Map data and engineering drawings shall be in a format compatible with AutoCAD. Report materials shall be in machine readable and retrievable form, and composed in a word processor program, which requires no more than an IBM or IBM-compatible personal computer. Microsoft Word and Excel are the software programs currently in use by the DEP. The Contractor shall supply their reports using one, or some combination of software, or in a software format, which the DEP can readily convert for retrieval and reading, and/or in other software which the DEP may adopt for use during the period of this Contract. The DEP reserves the right to require all the selected contractors to use a single, specified format for data management and project tracking.

Where required and authorized by Chapters 471 and 492 of the Florida Statutes, applicable portions of required documents, which are submitted to the DEP for public record shall be signed and sealed by the appropriate professional(s) who prepared them.

VI. Laboratory Analyses

A. CERCLA Site Assessments

Laboratory analyses for most of the CERCLA Site Assessment projects will be completed by EPA's Contract Laboratories, EPA's Science and Ecosystem Support Division Laboratory and/or the Department's Bureau of Laboratories. However, some CERCLA Site Assessment projects will require the use of Contractor or subcontractor services for CLP equivalent analyses. The CERCLA projects are expected to require sample analyses for EPA's Target Analyte and Target Compound List (TAL/TCL). Special analytical services for site specific contaminants not included in the normal TAL/TCL analyses (eg. Dioxin/furans, nitrates, herbicides) will be required to complete certain CERCLA Site Assessments tasks. The Contractor will also be required to use EPA's Forms II Lite program to meet CLP sampling chain of custody and field sampling protocol.

B. Targeted Brownfields Assessment & Source Removals

Laboratory analyses for the TBAs and Source Removal projects are expected to be completed by the DEP's Bureau of Laboratories, as well as Contractor or subcontractor services. The Contractor will be required to identify analytical methods, sampling protocols, and sample parameters on a site-specific basis for laboratory related services that are tasked.

VII. Contractor/Subcontractor Laboratory Requirements

All laboratory tests shall be conducted in accordance with the quality assurance requirements specified in Attachment L.

VIII. Hazardous and Non-hazardous Waste Management

The Contractor shall be responsible for the proper storage, manifesting, and "cradle to grave" tracking of contaminated or potentially contaminated waste materials of any kind which are directly or indirectly generated from the Contractor's performance under this Contract. The Contractor shall act as the direct representative for the DEP in the signing of manifests for hazardous and non-hazardous waste management. The DEP shall assume the responsibilities of the generator for such wastes.

IX. Community Relations Support

The Contractor may be required to provide community relations support during all phases of work. These activities may include preparing audio-visual materials and fact sheets, and participation in public meetings.

X. Other Responsibilities

Other responsibilities of the Contractor may include, but are not limited to, acquiring all necessary federal, state and local permits, authorizations and inspections; securing off-site access and obtaining easements;

and ensuring compliance with all additional environmental regulations. The Contractor shall be responsible for obtaining all applicable permits, authorizations and inspections unless otherwise set forth in a task assignment.

The DEP reserves the right to task the Contractor to perform services that are deemed necessary by the DEP to be performed, which are related to the services outlined herein, but which are not specifically set out herein.

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ATTACHMENT D

RATE SCHEDULE

Contractor: Tetra Tech NUS, Inc.

Direct Labor Rates				TtNUS Personnel	
Classification	Labor Rate				
	Range		Average		
Senior Engineer	\$ 25.67	-----	\$ 44.81	\$ 35.24	Greg Roof, Steve Brashers
Staff Engineer	\$ 22.07	-----	\$ 33.10	\$ 27.59	
Junior Engineer	\$ 16.30	-----	\$ 28.45	\$ 22.38	Chuck Metz
	\$ 18.97	-----	\$ 33.10	\$ 26.04	Bill Olson, Gary Braganza, Merv Dale, Larry Smith
Senior Geologist					
Staff Geologist	\$ 16.30	-----	\$ 24.51	\$ 20.41	Louis Knight, Jason Bourgeois
Junior Geologist	\$ 14.01	-----	\$ 21.02	\$ 17.52	
Senior Scientist	\$ 18.97		\$ 33.10	\$ 26.04	Kelly Carper
Staff Scientist	\$ 16.30	-----	\$ 24.51	\$ 20.41	Alan Pate, David Siefken, Howard Engle
Junior Scientist	\$ 14.01	-----	\$ 21.02	\$ 17.52	Chris Gleason
Senior Technician	\$ 14.51	-----	\$ 23.91	\$ 19.21	Scott McGuire, Skip Vaillencourt
Field Technician	\$ 8.68	-----	\$ 18.50	\$ 13.59	Tom Patten
Senior GIS Specialist	\$ 18.97	-----	\$ 33.10	\$ 26.04	Lee Leck, Ricky Depaul, Judy Lamey
Staff GIS Specialist	\$ 16.30	-----	\$ 24.51	\$ 20.41	
Junior GIS Specialist	\$ 14.01	-----	\$ 21.02	\$ 17.52	
Senior CADD Operator	\$ 18.97	-----	\$ 33.10	\$ 26.04	Mike Flory
	\$ 16.30	-----	\$ 24.51	\$ 20.41	Louis Knight, Holly Penn, Diana Majerik, Amy Thompson
Staff CADD Operator					
Junior CADD Operator	\$ 14.01	-----	\$ 21.02	\$ 17.52	
	\$ 9.88	-----	\$ 21.03	\$ 15.46	Betsy Voss, Denise Slowick, Julie Johnson, Bloneva Herring, Linda Diano
Project Assistant					
Technical Editor	\$ 11.22	-----	\$ 21.03	\$ 16.13	Denise Slowick, Julie Johnson
Technical Expert	\$ 22.07	-----	\$ 44.81	\$ 33.44	Rich May, Terry Hansen, Mark Peterson, Bob Fisher, Paul Calligan, Matt Soltis, Mike Kuhn, Paul Frank, John Myer
Clerical	\$ 8.68	-----	\$ 16.27	\$ 12.48	Jennifer Jones, Libby Clagget
Program Manager	\$ 25.67	-----	\$ 44.81	\$ 35.24	Gerald Walker
Project Manager	\$ 18.97	-----	\$ 33.10	\$ 26.04	Howard Engle

Contractor: Tetra Tech NUS, Inc.
Laboratory: Severn Trent Laboratory - Tallahassee

Laboratory Rates/Primary Analyses			
*All quotes are based on 2 week turn-around			
I - METALS			
I - A ICP	Method	Aqueous	Non-Aqueous
Antimony	6010	\$9.25	\$9.25
Arsenic	6010	\$9.25	\$9.25
Barium	6010	\$9.25	\$9.25
Beryllium	6010	\$9.25	\$9.25
Cadmium	6010	\$9.25	\$9.25
Chromium	6010	\$9.25	\$9.25
Copper	6010	\$9.25	\$9.25
Lead	6010	\$9.25	\$9.25
Nickel	6010	\$9.25	\$9.25
Selenium	6010	\$9.25	\$9.25
Silver	6010	\$9.25	\$9.25
Thallium	6010	\$9.25	\$9.25
Zinc	6010	\$9.25	\$9.25
I - A1 ICP/MS	Method	Aqueous	Non-Aqueous
Antimony	6020	\$10.00	\$10.00
Arsenic	6020	\$10.00	\$10.00
Barium	6020	\$10.00	\$10.00
Beryllium	6020	\$10.00	\$10.00
Cadmium	6020	\$10.00	\$10.00
Chromium	6020	\$10.00	\$10.00
Copper	6020	\$10.00	\$10.00
Lead	6020	\$10.00	\$10.00
Nickel	6020	\$10.00	\$10.00
Selenium	6020	\$10.00	\$10.00
Silver	6020	\$10.00	\$10.00
Thallium	6020	\$10.00	\$10.00
Zinc	6020	\$10.00	\$10.00
I - B Flame AA	Method	Aqueous	Non-Aqueous
Antimony	7040	NB	NB
Barium	7080	NB	NB
Beryllium	7090	NB	NB
Cadmium	7130	NB	NB
Chromium	7190	NB	NB
Copper	7210	NB	NB
Lead	7420	NB	NB
Nickel	7520	NB	NB
Silver	7760	NB	NB
Thallium	7840	NB	NB
Zinc	7950	NB	NB
I - C Furnace AA	Method	Aqueous	Non-Aqueous
Antimony	7041	\$10.00	\$10.00
Arsenic	7060	\$10.00	\$10.00
Barium	{7081}	NB	NB
Beryllium	7091	NB	NB
Cadmium	7131	\$10.00	\$10.00
Chromium	7191	\$10.00	NB
Copper	{7211}	\$10.00	\$10.00
Lead	7421	\$10.00	\$10.00
Selenium	7740	\$10.00	\$10.00
Silver	{7761}	\$10.00	\$10.00
Thallium	7841	\$10.00	\$10.00
Zinc	{7951}	NB	NB
{ } New method in recent SW-846 update package.			

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Severn Trent Laboratory - Tallahassee

Laboratory Rates/Primary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
I - D Gaseous Hydride			
(sample prep included)	Method	Aqueous	Non-Aqueous
Arsenic	7061	NB	NB
Selenium	7741	NB	NB
I - E Cold Vapor			
(sample prep included)	Method	Aqueous	Non-Aqueous
Mercury	7470/7471	\$22.00	\$25.00
Low level Mercury	1631	\$100.00	NB
I - F Sample Prep/Digestions			
(one charge per sample)	Method	Aqueous	Non-Aqueous
Flame/ICP (diss)	3005	\$6.00	\$6.00
Flame/ICP (total)	3010	\$6.00	\$6.00
Graphite Furnace	3020	\$6.00	\$6.00
Oily Waste	3040	\$7.50	\$7.50
Soil, Sediment, Sludge	3050	\$6.00	\$6.00
II - PURGEABLES*			
Fully Loaded Rates			
A - Gas Chromatography	Method	Aqueous	Non-Aqueous
Halocarbons	8021**	\$60.00	\$60.00
EDB Microextract	8011	\$50.00	\$50.00
Non-halogenated	8015	\$55.00	\$55.00
Aromatics	8021**	\$50.00	\$50.00
PID/Hall-series	8021**	\$91.00	\$91.00
Acrolin, Acrylonitrile, Acetonitrile	8031	\$57.00	\$57.00
B - GC/Mass Spectrometry	Method	Aqueous	Non-Aqueous
Capillary column	8260**	\$135.00	\$135.00
(*) Sample introduction included (purge & trap by 5030).			
(**) Rate does not include cost of Encore samplers.			

Contractor: Tetra Tech NUS, Inc.
 Laboratory: Severn Trent Laboratory - Tallahassee

Laboratory Rates/Primary Analyses (cont.)

*All quotes are based on 2 week turn-around

III - EXTRACTABLES

Note: single extraction per sample may cover multiple analyses (possible exception for Pesticides/PCBs where extraction solvent may be incompatible).

A - Acid Extractables/Phenols

A - Acid Extractables/Phenols	Method	Aqueous	Non-Aqueous
GC	8041	\$90.00	\$90.00

B - Base/Neutral by GC (non-pesticide)

(non-pesticide)	Method	Aqueous	Non-Aqueous
Phthalate esters	8061	\$83.00	\$83.00
Nitroaromatics	8091	\$83.00	\$83.00
Chlorinated Hydrocarbons	8121	\$88.00	\$88.00
Polynuclear Aromatic Hydrocarbons	8100 (GC)	\$85.00	\$85.00
Polynuclear Aromatic Hydrocarbons	8310 (HPLC)	\$99.00	\$99.00
Polynuclear Aromatic Hydrocarbons	8270 (GCMS)	\$127.50	\$127.50

C - Pesticides/PCBs by GC

C - Pesticides/PCBs by GC	Method	Aqueous	Non-Aqueous
Organochlorine Hydrocarbons	8081	\$83.00	\$83.00
Organo-N/P	8141	\$101.00	\$101.00
PCBs	8082	\$62.00	\$62.00
Organochlorine Hydrocarbons/PCBs	8081/8082	\$120.00	\$120.00

D - Extractables by GC/MS

D - Extractables by GC/MS	Method	Aqueous	Non-Aqueous
Base/neutral/acid	8270	\$240.00	\$240.00

E - Sample Prep/Extractions

E - Sample Prep/Extractions	Method	Aqueous	Non-Aqueous
Separatory funnel	3510	\$0.00	\$0.00
Contin liq-liq	3520	\$0.00	\$0.00
Soxhlet	3540	\$0.00	\$0.00
Sonication	3550	\$0.00	\$0.00
Waste Dilution	3580	\$0.00	\$0.00

F - Chlorinated Phenoxyacid Herbicides

F - Chlorinated Phenoxyacid Herbicides	Method	Aqueous	Non-Aqueous
GC (sample prep included)	8151	\$150.00	\$150.00

IV - LEACH TESTING*

Fully Loaded Rates

	Method	Aqueous	Non-Aqueous
EP Toxicity Extraction	1310	\$35.00	\$45.00
TCLP/SPLP Bottle Extraction	1311/1312	\$30.00	\$35.00
TCLP/SPLP Zero Headspace Extraction	1311/1312	\$40.00	\$45.00
ANS 16.1	----	\$63.00	\$63.00

(*) One charge for extraction procedure, then sample preps and analyses as listed above (prep/analysis performed on leachate per sample).

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Severn Trent Laboratory - Tallahassee

Laboratory Rates/Primary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
V - MIXED ANALYTE GROUP			
A - Priority Pollutant Organics	Method	Aqueous	Non-Aqueous
129 organics		\$480.00	\$480.00
Full Suite - 129 organics, 13 metals, cyanide, total phenols		\$660.00	\$660.00
B - EPA Method 1311, TCLP, Non-volatile Extraction (extraction + analysis)			
	Method	Aqueous	Non-Aqueous
TCLP Metals	1311/6010/7470	\$86.00	\$86.00
TCLP Volatile Organics by GC/MS	1311/8260	\$180.00	\$180.00
TCLP Semi-volatile organics by GC/MS	1311/8270	\$220.00	\$220.00
TCLP Organochlorine Pesticides	1311/8081	\$150.00	\$150.00
TCLP Phenoxy Acid Herbicides	1311/8151	\$135.00	\$135.00
TCLP Full Suite	1311 etc	\$610.00	\$610.00
VI - QUICK TURN-AROUND RATES*		Rate	
*Note: 2 weeks is standard turn-around time		(% increase)	
EMERGENCY	Time: 24 hours	100%	
3 DAYS		50%	
1 WEEK		15%	

Contractor: Tetra Tech NUS, Inc.
Laboratory: Severn Trent Laboratory - Tallahassee

Laboratory Rates/Secondary Analyses

*All quotes are based on 2 week turn-around

I - METALS

Note: Digestions as specified in Primary Analytical Rates.

		Method	Aqueous	Non-Aqueous
Aluminum	(FL)	7020	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Boron	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Calcium	(FL)	7140	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Cobalt	(FL)	7200	NB	NB
	(GFAA)	7201	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Iron	(FL)	7380	NB	NB
	(GFAA)	7381	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Magnesium	(FL)	7450	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Manganese	(FL)	7460	NB	NB
	(GFAA)	7461	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Molybdenum	(FL)	7480	NB	NB
	(GFAA)	7481	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Potassium	(FL)	7610	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Silicon	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Sodium	(FL)	7770	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Vanadium	(FL)	7910	NB	NB
	(GFAA)	7911	NB	NB
	(ICP)	6010	\$9.00	\$9.00
	(ICP/MS)	6020	\$10.00	\$10.00
Chromium 6+				
	coprecipitation	7195	NB	NB
	colorimetric	7196	\$20.00	\$25.00
	chelation/extr	7197	NB	NB
DPP		7198	NB	NB

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Severn Trent Laboratory - Tallahassee

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
II - EXTRACTABLES			
A - Cleanups	Method	Aqueous	Non-Aqueous
Alumina	3610	\$0.00	\$0.00
Alumina Petrol Waste	3611	\$0.00	\$0.00
Florisil	3620	\$0.00	\$0.00
Silica	3630	\$0.00	\$0.00
Gel Permeation	3640	\$0.00	\$0.00
Acid-Base Part	3650	\$0.00	\$0.00
Sulfur	3660	\$0.00	\$0.00
B - Dioxins/Dibenzofurans by GC/MS	Method	Aqueous	Non-Aqueous
(sample prep included)	8280	\$500.00	\$500.00
	8290	\$700.00	\$700.00
III - GENERAL CHEM			
General Chemical Parameters:			
-- Fill in selected method number(s).			
-- All methods must be selected from the following approved method references:			
1) <u>Test Methods for Evaluating Solid Waste-Physical /Chemical Methods:</u>			
SW-846; Third Ed., 1986 and updates.			
2) <u>Procedures for Handling and Chemical Analysis of Sediment and Water</u>			
<u>Samples:</u> EPA/CE-81-1, 1981; soil/sediment matrices only.			
3) 40 CFR, Part 136, Table I, 1989.			
4) Methods for Chemical Analysis of Water and Wastewater, 1983.			
	Method	Aqueous	Non-Aqueous
Acidity	305.1	\$10.50	\$10.50
Alkalinity	310.1	\$10.50	\$10.50
Asbestos	100.2	\$150.00	NB
BOD-5	SM5210	\$25.00	\$25.00
BOD-20	SM5210	\$30.00	\$30.00
BOD, carbonaceous	SM5210	\$25.00	\$25.00
BTU	D2015	\$35.00	\$35.00
CO2	SM4500	\$14.00	\$18.00
Carbon, Total Org	9060	\$25.00	\$35.00
Carbonate	310.1	\$12.50	\$15.00
COD (demand, chem)	410.1/2	\$25.00	\$25.00
Chloride	325.2	\$13.50	\$16.00
Chlorine Demand	SM2350	\$20.00	\$25.00
Chlorine, residual	330.4	\$12.00	\$22.00
Cyanide, total	9012	\$33.00	\$33.00
Cyanide, amenable	335.1	\$35.00	\$35.00
Cyanide, weak & dis	SM4500	\$25.00	\$25.00
Cyanide, free	335.1	\$35.00	\$35.00
Density	ASTM D2937	NB	\$17.00
Fe++	236.1	\$20.00	\$20.00
Flashpoint	10/10/1030	\$25.00	\$25.00

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Severn Trent Laboratory - Tallahassee

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
III - GENERAL CHEM			
	Method	Aqueous	Non-Aqueous
Halogen, total org	SM9020	\$45.00	\$45.00
Hardness	130.2	\$11.50	\$11.50
Hydrogen Sulfide	376.1	\$18.50	\$18.50
Langelier Index	various	\$26.00	\$26.00
Methane	3810	\$110.00	\$110.00
Moisture, percent	D2216	\$11.00	\$11.00
Nitrate	353.2	\$20.00	\$20.00
Nitrate-Nitrite	353.2	\$20.00	\$20.00
Nitrite	353.2	\$20.00	\$20.00
Nitrogen, ammonia	350.2	\$20.00	\$20.00
Nitrogen, Kjeldahl (TKN)	351.3	\$25.00	\$25.00
Nitrogen, organic	351.3	\$25.00	\$38.00
Oil & Grease	1664	\$45.00	\$45.00
Oxygen, dissolved		\$11.00	\$11.00
Petroleum HC (TRPH)	FL-PRO	\$84.00	\$84.00
pH (hydrogen ion)	9040	\$6.00	\$6.00
Phenols, total rec	9065	\$30.00	\$30.00
Phosphorus, hydrolyzable as P	365.2	\$25.00	\$25.00
Phosphorus, organic (as P)	365.4	\$25.00	\$25.00
Phosphorus, Orthophosphate	365.2	\$20.00	\$20.00
Phosphorus, Total (as P)	365.1/365.4	\$25.00	\$25.00
Redox Potential	SM2580	\$25.00	\$25.00
Salinity	120.1	\$10.00	\$10.00
Solids, total	160	\$11.00	\$11.00
Solids, dissolved	160.1	\$11.00	\$11.00
Solids, suspended	160.2	\$11.00	\$11.00
Solids, volatile	160.4	\$12.00	\$12.00
Solids, vol, diss	160	\$12.00	\$12.00
Solids, vol, susp	160	\$12.00	\$12.00
Specific Conductance	120.1	\$7.00	\$10.00
Specific Gravity		\$12.00	\$13.00
Sulfate	375.4	\$15.50	\$17.00
Sulfide	9030	\$20.00	\$20.00
Sulfite	377.1	\$17.00	\$19.00
Sulfur, total	D129	\$10.50	\$10.50
Temperature		\$5.50	\$5.50
Turbidity (nephelo)	180.1	\$10.50	\$10.50
VOC Soil Vapor	TO-14	\$150.00	\$150.00
VOC Soil Vapor-Full Scan	EPA-18	\$115.00	\$115.00
VOC Soil Vapor-BTEX	EPA-18	\$100.00	\$100.00

Sample Shipment				
Container/Size	Shipment Method	Fully Loaded Rates		
		24 hr	2 day	Other
48 quart cooler/ 75lbs	Fed Ex	\$63.80	\$41.75	

QC Level			
QA/QC Level	Fully Loaded Rates		
	Level II	Level III	Level IV
QA/QC Level	LIST	1.1	1.2

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Accutest Southeast Laboratory

Laboratory Rates/Primary Analyses			
*All quotes are based on 2 week turn-around			
I - METALS			
I - A ICP	Method	Aqueous	Non-Aqueous
Antimony	6010	\$7.00	\$7.00
Arsenic	6010	\$7.00	\$7.00
Barium	6010	\$7.00	\$7.00
Beryllium	6010	\$7.00	\$7.00
Cadmium	6010	\$7.00	\$7.00
Chromium	6010	\$7.00	\$7.00
Copper	6010	\$7.00	\$7.00
Lead	6010	\$7.00	\$7.00
Nickel	6010	\$7.00	\$7.00
Selenium	6010	\$7.00	\$7.00
Silver	6010	\$7.00	\$7.00
Thallium	6010	\$7.00	\$7.00
Zinc	6010	\$7.00	\$7.00
I - A1 ICP/MS	Method	Aqueous	Non-Aqueous
Antimony	6020	\$11.60	\$11.60
Arsenic	6020	\$11.60	\$11.60
Barium	6020	\$11.60	\$11.60
Beryllium	6020	\$11.60	\$11.60
Cadmium	6020	\$11.60	\$11.60
Chromium	6020	\$11.60	\$11.60
Copper	6020	\$11.60	\$11.60
Lead	6020	\$11.60	\$11.60
Nickel	6020	\$11.60	\$11.60
Selenium	6020	\$11.60	\$11.60
Silver	6020	\$11.60	\$11.60
Thallium	6020	\$11.60	\$11.60
Zinc	6020	\$11.60	\$11.60
I - B Flame AA	Method	Aqueous	Non-Aqueous
Antimony	7040	NB	NB
Barium	7080	NB	NB
Beryllium	7090	NB	NB
Cadmium	7130	NB	NB
Chromium	7190	NB	NB
Copper	7210	NB	NB
Lead	7420	NB	NB
Nickel	7520	NB	NB
Silver	7760	NB	NB
Thallium	7840	NB	NB
Zinc	7950	NB	NB
I - C Furnace AA	Method	Aqueous	Non-Aqueous
Antimony	7041	NB	NB
Arsenic	7060	NB	NB
Barium	{7081}	NB	NB
Beryllium	7091	NB	NB
Cadmium	7131	NB	NB
Chromium	7191	NB	NB
Copper	{7211}	NB	NB
Lead	7421	NB	NB
Selenium	7740	NB	NB
Silver	{7761}	NB	NB
Thallium	7841	NB	NB
Zinc	{7951}	NB	NB
{ } New method in recent SW-846 update package.			

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Accutest Southeast Laboratory

Laboratory Rates/Primary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
I - D Gaseous Hydride (sample prep included)			
	Method	Aqueous	Non-Aqueous
Arsenic	7061	NB	NB
Selenium	7741	NB	NB
I - E Cold Vapor (sample prep included)			
	Method	Aqueous	Non-Aqueous
Mercury	7470/7471	\$15.00	\$15.00
Low level Mercury	1631	NB	NB
I - F Sample Prep/Digestions (one charge per sample)			
	Method	Aqueous	Non-Aqueous
Flame/ICP (diss)	3005	\$10.00	\$10.00
Flame/ICP (total)	3010	\$10.00	\$10.00
Graphite Furnace	3020	NB	NB
Oily Waste	3040	\$10.00	\$10.00
Soil, Sediment, Sludge	3050	\$10.00	\$10.00
II - PURGEABLES* Fully Loaded Rates			
A - Gas Chromatography			
	Method	Aqueous	Non-Aqueous
Halocarbons	8021**	\$55.00	\$55.00
EDB Microextract	8011	\$40.00	\$40.00
Non-halogenated	8015	\$65.00	\$65.00
Aromatics	8021**	\$40.00	\$40.00
PID/Hall-series	8021**	\$75.00	\$75.00
Acrolien, Acrylonitrile, Acetonitrile	8031	NB	NB
B - GC/Mass Spectrometry			
	Method	Aqueous	Non-Aqueous
Capillary column	8260**	\$95.00	\$95.00
(*) Sample introduction included (purge & trap by 5030).			
(**) Rate does not include cost of Encore samplers.			

Contractor: Tetra Tech NUS, Inc.
 Laboratory: Accutest Southeast Laboratory

Laboratory Rates/Primary Analyses (cont.)

*All quotes are based on 2 week turn-around

III - EXTRACTABLES

Note: single extraction per sample may cover multiple analyses (possible exception for Pesticides/PCBs where extraction solvent may be incompatible).

A - Acid Extractables/Phenols	Method	Aqueous	Non-Aqueous
GC	8041	NB	NB
B - Base/Neutral by GC (non-pesticide)	Method	Aqueous	Non-Aqueous
Phthalate esters	8061	NB	NB
Nitroaromatics	8091	NB	NB
Chlorinated Hydrocarbons	8121	NB	NB
Polynuclear Aromatic Hydrocarbons	8100 (GC)	\$75.00	\$75.00
Polynuclear Aromatic Hydrocarbons	8310 (HPLC)	\$95.00	\$95.00
Polynuclear Aromatic Hydrocarbons	8270 (GCMS)	\$105.00	\$105.00
C - Pesticides/PCBs by GC	Method	Aqueous	Non-Aqueous
Organochlorine Hydrocarbons	8081	\$90.00	\$90.00
Organo-N/P	8141	\$165.00	\$165.00
PCBs	8082	\$60.00	\$60.00
Organochlorine Hydrocarbons/PCBs	8081/8082	\$140.00	\$140.00
D - Extractables by GC/MS	Method	Aqueous	Non-Aqueous
Base/neutral/acid	8270	\$175.00	\$175.00
E - Sample Prep/Extractions	Method	Aqueous	Non-Aqueous
Separatory funnel	3510	NC	NC
Contin liq-liq	3520	NB	NB
Soxhlet	3540	NB	NB
Sonication	3550	NC	NC
Waste Dilution	3580	NC	NC
F - Chlorinated Phenoxyacid Herbicides	Method	Aqueous	Non-Aqueous
GC (sample prep included)	8151	NB	NB

IV - LEACH TESTING*

Fully Loaded Rates

	Method	Aqueous	Non-Aqueous
EP Toxicity Extraction	1310	NB	NB
TCLP/SPLP Bottle Extraction	1311/1312	\$35.00	\$45.00
TCLP/SPLP Zero Headspace Extraction	1311/1312	\$35.00	\$45.00
ANS 16.1	----	NB	NB

(*) One charge for extraction procedure, then sample preps and analyses as listed above (prep/analysis performed on leachate per sample).

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Accutest Southeast Laboratory

Laboratory Rates/Primary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
V - MIXED ANALYTE GROUP			
A - Priority Pollutant Organics	Method	Aqueous	Non-Aqueous
129 organics		\$380.00	\$380.00
Full Suite - 129 organics, 13 metals, cyanide, total phenols		\$520.00	\$520.00
B - EPA Method 1311, TCLP, Non-volatile Extraction (extraction + analysis)			
	Method	Aqueous	Non-Aqueous
TCLP Metals	1311/6010/7470	\$75.00	\$75.00
TCLP Volatile Organics by GC/MS	1311/8260	\$90.00	\$90.00
TCLP Semi-volatile organics by GC/MS	1311/8270	\$185.00	\$185.00
TCLP Organochlorine Pesticides	1311/8081	\$95.00	\$95.00
TCLP Phenoxy Acid Herbicides	1311/8151	\$125.00	\$125.00
TCLP Full Suite	1311 etc		\$570.00
VI - QUICK TURN-AROUND RATES*			Rate
*Note: 2 weeks is standard turn-around time			(% increase)
EMERGENCY			100%
3 DAYS			50%
1 WEEK			10%

Contractor: Tetra Tech NUS, Inc.
Laboratory: Accutest Southeast Laboratory

Laboratory Rates/Secondary Analyses

*All quotes are based on 2 week turn-around

I - METALS

Note: Digestions as specified in Primary Analytical Rates.

		Method	Aqueous	Non-Aqueous
Aluminum	(FL)	7020	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Boron	(ICP)	6010	NB	NB
	(ICP/MS)	6020	NB	NB
Calcium	(FL)	7140	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Cobalt	(FL)	7200	NB	NB
	(GFAA)	7201	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Iron	(FL)	7380	NB	NB
	(GFAA)	(7381)	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Magnesium	(FL)	7450	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Manganese	(FL)	7460	NB	NB
	(GFAA)	7461	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Molybdenum	(FL)	7480	NB	NB
	(GFAA)	7481	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Potassium	(FL)	7610	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Silicon	(ICP)	6010	NB	NB
	(ICP/MS)	6020	NB	NB
Sodium	(FL)	7770	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Vanadium	(FL)	7910	NB	NB
	(GFAA)	7911	NB	NB
	(ICP)	6010	\$7.00	\$7.00
	(ICP/MS)	6020	\$14.00	\$14.00
Chromium 6+	coprecipitation	7195	NB	NB
	colorimetric	7196	\$25.00	\$25.00
	chelation/extr	7197	NB	NB
	DPP	7198	NB	NB

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	Accutest Southeast Laboratory

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
II - EXTRACTABLES			
A - Cleanups	Method	Aqueous	Non-Aqueous
Alumina	3610	NB	NB
Alumina Petrol Waste	3611	NB	NB
Florisil	3620	NB	NB
Silica	3630	NB	NB
Gel Permeation	3640	NB	NB
Acid-Base Part	3650	NB	NB
Sulfur	3660	NB	NB
B - Dioxins/Dibenzofurans by GC/MS	Method	Aqueous	Non-Aqueous
(sample prep included)	8280	NB	NB
	8290	NB	NB
III - GENERAL CHEM			
General Chemical Parameters:			
-- Fill in selected method number(s).			
-- All methods must be selected from the following approved method references:			
1) <u>Test Methods for Evaluating Solid Waste-Physical /Chemical Methods</u> ;			
SW-846; Third Ed., 1986 and updates.			
2) <u>Procedures for Handling and Chemical Analysis of Sediment and Water</u>			
<u>Samples</u> ; EPA/CE-81-1, 1981; soil/sediment matrices only.			
3) 40 CFR, Part 136, Table I, 1989.			
4) Methods for Chemical Analysis of Water and Wastewater, 1983.			
	Method	Aqueous	Non-Aqueous
Acidity	305.1	\$15.00	NA
Alkalinity	310.1	\$15.00	NA
Asbestos			
BOD-5	SM5210	\$20.00	NA
BOD-20	SM5210	\$40.00	NA
BOD, carbonaceous	SM5210	\$20.00	NA
BTU	D2015	\$40.00	NA
CO2	SM4500	\$35.00	NA
Carbon, Total Org	9060	\$35.00	\$40.00
Carbonate	310.1	\$25.00	NA
COD (demand, chem)	410.1/2	\$20.00	\$25.00
Chloride	325.2	\$15.00	\$20.00
Chlorine Demand	SM2350	\$15.00	NA
Chlorine, residual	330.4	\$15.00	NA
Cyanide, total	9012	\$35.00	\$30.00
Cyanide, amenable	335.1	\$35.00	\$30.00
Cyanide, weak & dis	SM4500	\$35.00	\$30.00
Cyanide, free	335.1	\$35.00	\$30.00
Density		\$20.00	NA
Fe++	236.1	\$20.00	NA
Flashpoint		\$25.00	\$30.00

Contractor: Tetra Tech NUS, Inc.
 Laboratory: Accutest Southeast Laboratory

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
III - GENERAL CHEM			
	Method	Aqueous	Non-Aqueous
Halogen, total org	SM9020	\$50.00	\$65.00
Hardness	130.2	\$15.00	NA
Hydrogen Sulfide	376.1	\$25.00	NA
Langelier Index	various	NB	NB
Methane	3810	\$55.00	NA
Moisture, percent	D2216	\$10.00	\$10.00
Nitrate	353.2	\$15.00	\$20.00
Nitrate-Nitrite	353.2	\$15.00	\$20.00
Nitrite	353.2	\$15.00	\$20.00
Nitrogen, ammonia	350.2	\$20.00	\$25.00
Nitrogen, Kjeldahl (TKN)	351.3	\$25.00	\$30.00
Nitrogen, organic	351.3	\$25.00	\$30.00
Oil & Grease	1664	\$40.00	\$45.00
Oxygen, dissolved		NA	NA
Petroleum HC (TRPH)	FL-PRO	\$65.00	\$65.00
pH (hydrogen ion)	9040	\$10.00	\$10.00
Phenols, total rec	9065	\$25.00	\$30.00
Phosphorus, hydrolyzable as P	365.2	NB	NB
Phosphorus, organic (as P)	365.4	NB	NB
Phosphorus, Orthophosphate	365.2	\$15.00	NA
Phosphorus, Total (as P)	365.1/365.4	\$20.00	\$25.00
Redox Potential	SM2580	\$20.00	NA
Salinity	120.1	\$20.00	NA
Solids, total	160	\$15.00	NA
Solids, dissolved	160.1	\$15.00	NA
Solids, suspended	160.2	\$15.00	NA
Solids, volatile	160.4	\$15.00	NA
Solids, vol, diss	160	\$15.00	NA
Solids, vol, susp	160	\$15.00	NA
Specific Conductance	120.1	\$10.00	NA
Specific Gravity		\$15.00	NA
Sulfate	375.4	\$15.00	\$20.00
Sulfide	9030	\$20.00	NA
Sulfite	377.1	\$25.00	NA
Sulfur, total	D129	\$35.00	\$35.00
Temperature		\$5.00	NA
Turbidity (nephelo)	180.1	\$10.00	NA
VOC Soil Vapor	TO-14	\$250.00	NA
VOC Soil Vapor-Full Scan	EPA-18	\$250.00	NA
VOC Soil Vapor-BTEX	EPA-18	\$110.00	NA

Sample Shipment				
Container/Size	Shipment Method	Fully Loaded Rates		
		24 hr	2 day	Other

QC Level			
QA/QC Level	Level II	Fully Loaded Rates	
		Level III	Level IV
QA/QC Level	list	1.1	1.1

Contractor: Tetra Tech NUS, Inc.
Laboratory: PACE Analytical

Laboratory Rates/Primary Analyses

*All quotes are based on 2 week turn-around

I - METALS

I - A ICP	Method	Aqueous	Non-Aqueous
Antimony	6010	\$8.00	\$8.00
Arsenic	6010	\$8.00	\$8.00
Barium	6010	\$8.00	\$8.00
Beryllium	6010	\$8.00	\$8.00
Cadmium	6010	\$8.00	\$8.00
Chromium	6010	\$8.00	\$8.00
Copper	6010	\$8.00	\$8.00
Lead	6010	\$8.00	\$8.00
Nickel	6010	\$8.00	\$8.00
Selenium	6010	\$8.00	\$8.00
Silver	6010	\$8.00	\$8.00
Thallium	6010	\$8.00	\$8.00
Zinc	6010	\$8.00	\$8.00

I - A1 ICP/MS	Method	Aqueous	Non-Aqueous
Antimony	6020	N/A	N/A
Arsenic	6020	N/A	N/A
Barium	6020	N/A	N/A
Beryllium	6020	N/A	N/A
Cadmium	6020	N/A	N/A
Chromium	6020	N/A	N/A
Copper	6020	N/A	N/A
Lead	6020	N/A	N/A
Nickel	6020	N/A	N/A
Selenium	6020	N/A	N/A
Silver	6020	N/A	N/A
Thallium	6020	N/A	N/A
Zinc	6020	N/A	N/A

I - B Flame AA	Method	Aqueous	Non-Aqueous
Antimony	7040	N/A	N/A
Barium	7080	N/A	N/A
Beryllium	7090	N/A	N/A
Cadmium	7130	N/A	N/A
Chromium	7190	N/A	N/A
Copper	7210	N/A	N/A
Lead	7420	N/A	N/A
Nickel	7520	N/A	N/A
Silver	7760	N/A	N/A
Thallium	7840	N/A	N/A
Zinc	7950	N/A	N/A

I - C Furnace AA	Method	Aqueous	Non-Aqueous
Antimony	7041	N/A	N/A
Arsenic	7060	N/A	N/A
Barium	{7081}	N/A	N/A
Beryllium	7091	N/A	N/A
Cadmium	7131	N/A	N/A
Chromium	7191	N/A	N/A
Copper	{7211}	N/A	N/A
Lead	7421	N/A	N/A
Selenium	7740	N/A	N/A
Silver	{7761}	N/A	N/A
Thallium	7841	N/A	N/A
Zinc	{7951}	N/A	N/A

{ } New method in recent SW-846 update package.

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	PACE Analytical

Laboratory Rates/Primary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
I - D Gaseous Hydride (sample prep included)			
	Method	Aqueous	Non-Aqueous
Arsenic	7061	N/A	N/A
Selenium	7741	N/A	N/A
I - E Cold Vapor (sample prep included)			
	Method	Aqueous	Non-Aqueous
Mercury	7470/7471	\$20.00	\$20.00
Low level Mercury	1631	N/A	N/A
I - F Sample Prep/Digestions (one charge per sample)			
	Method	Aqueous	Non-Aqueous
Flame/ICP (diss)	3005	\$10.00	NA
Flame/ICP (total)	3010	\$10.00	NA
Graphite Furnace	3020	NA	NA
Oily Waste	3040	NA	NA
Soil, Sediment, Sludge	3050	NA	\$10.00
II - PURGEABLES* Fully Loaded Rates			
A - Gas Chromatography	Method	Aqueous	Non-Aqueous
Halocarbons	8021**	NA	NA
EDB Microextract	8011	NA	NA
Non-halogenated	8015	NA	NA
Aromatics	8021**	NA	NA
PID/Hall-series	8021**	NA	NA
Acrolien, Acrylonitrile, Acetonitrile	8031	NA	NA
B - GC/Mass Spectrometry	Method	Aqueous	Non-Aqueous
Capillary column	8260**	\$110.00	\$110.00
(*) Sample introduction included (purge & trap by 5030).			
(**) Rate does not include cost of Encore samplers.			

Contractor: Tetra Tech NUS, Inc.
Laboratory: PACE Analytical

Laboratory Rates/Primary Analyses (cont.)

*All quotes are based on 2 week turn-around

III - EXTRACTABLES

Note: single extraction per sample may cover multiple analyses (possible exception for Pesticides/PCBs where extraction solvent may be incompatible).

A - Acid Extractables/Phenols	Method	Aqueous	Non-Aqueous
GC	8041	N/A	N/A
B - Base/Neutral by GC (non-pesticide)			
	Method	Aqueous	Non-Aqueous
Phthalate esters	8061	NA	NA
Nitroaromatics	8091	NA	NA
Chlorinated Hydrocarbons	8121	NA	NA
Polynuclear Aromatic Hydrocarbons	8100 (GC)	NA	NA
Polynuclear Aromatic Hydrocarbons	8310 (HPLC)	\$110.00	\$110.00
Polynuclear Aromatic Hydrocarbons	8270 (GCMS)	\$110.00	\$110.00
C - Pesticides/PCBs by GC			
	Method	Aqueous	Non-Aqueous
Organochlorine Hydrocarbons	8081	\$80.00	\$80.00
Organo-N/P	8141	\$95.00	\$95.00
PCBs	8082	\$60.00	\$60.00
Organochlorine Hydrocarbons/PCBs	8081/8082	\$120.00	\$120.00
D - Extractables by GC/MS			
	Method	Aqueous	Non-Aqueous
Base/neutral/acid	8270	\$225.00	\$225.00
E - Sample Prep/Extractions			
	Method	Aqueous	Non-Aqueous
Separatory funnel	3510	\$0.00	NA
Contin liq-liq	3520	\$0.00	NA
Soxhlet	3540	NA	\$0.00
Sonication	3550	NA	\$0.00
Waste Dilution	3580	NA	\$0.00
F - Chlorinated Phenoxyacid Herbicides			
	Method	Aqueous	Non-Aqueous
GC (sample prep included)	8151	\$130.00	\$130.00

IV - LEACH TESTING*

Fully Loaded Rates

	Method	Aqueous	Non-Aqueous
EP Toxicity Extraction	1310	NA	NA
TCLP/SPLP Bottle Extraction	1311/1312	\$50.00	\$50.00
TCLP/SPLP Zero Headspace Extraction	1311/1312	\$50.00	\$50.00
ANS 16.1	----	NA	NA

(*) One charge for extraction procedure, then sample preps and analyses as listed above (prep/analysis performed on leachate per sample).

Contractor: Tetra Tech NUS, Inc.
 Laboratory: PACE Analytical

Laboratory Rates/Primary Analyses (cont.)

*All quotes are based on 2 week turn-around

V - MIXED ANALYTE GROUP

A - Priority Pollutant Organics

	Method	Aqueous	Non-Aqueous
129 organics		\$450.00	\$450.00
Full Suite - 129 organics, 13 metals, cyanide, total phenols		\$600.00	\$600.00

B - EPA Method 1311, TCLP, Non-volatile Extraction (extraction + analysis)

	Method	Aqueous	Non-Aqueous
TCLP Metals	1311/6010/7470	\$100.00	\$100.00
TCLP Volatile Organics by GC/MS	1311/8260	\$150.00	\$150.00
TCLP Semi-volatile organics by GC/MS	1311/8270	\$250.00	\$250.00
TCLP Organochlorine Pesticides	1311/8081	\$100.00	\$100.00
TCLP Phenoxy Acid Herbicides	1311/8151	\$150.00	\$150.00
TCLP Full Suite	1311 etc	\$650.00	\$650.00

VI - QUICK TURN-AROUND RATES*

*Note: 2 weeks is standard turn-around time

EMERGENCY

3 DAYS

1 WEEK

Time: 24 hours

Rate
(% increase)

100%

50%

15%

(2) Organics includes: 624 volatiles, 625 Semivolatiles, 608 Pesticides/PCBs

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	PACE Analytical

Laboratory Rates/Secondary Analyses				
*All quotes are based on 2 week turn-around				
I - METALS				
Note: Digestions as specified in Primary Analytical Rates.				
		Method	Aqueous	Non-Aqueous
Aluminum	(FL)	7020	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Boron	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Calcium	(FL)	7140	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Cobalt	(FL)	7200	NA	NA
	(GFAA)	7201	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Iron	(FL)	7380	NA	NA
	(GFAA)	{7381}	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Magnesium	(FL)	7450	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Manganese	(FL)	7460	NA	NA
	(GFAA)	7461	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Molybdenum	(FL)	7480	NA	NA
	(GFAA)	7481	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Potassium	(FL)	7610	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Silicon	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Sodium	(FL)	7770	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Vanadium	(FL)	7910	NA	NA
	(GFAA)	7911	NA	NA
	(ICP)	6010	\$8.00	\$8.00
	(ICP/MS)	6020	NA	NA
Chromium 6+				
	coprecipitation	7195	NA	NA
	colorimetric	7196	\$25.00	\$25.00
	chelation/extr	7197	NA	NA
	DPP	7198	NA	NA

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	PACE Analytical

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
II - EXTRACTABLES			
A - Cleanups	Method	Aqueous	Non-Aqueous
Alumina	3610		
Alumina Petrol Waste	3611		
Florisil	3620		
Silica	3630		
Gel Permeation	3640		
Acid-Base Part	3650		
Sulfur	3660		
B - Dioxins/Dibenzofurans by GC/MS	Method	Aqueous	Non-Aqueous
(sample prep included)	8280	\$400.00	\$400.00
	8290	\$650.00	\$650.00
III - GENERAL CHEM			
General Chemical Parameters:			
-- Fill in selected method number(s).			
-- All methods must be selected from the following approved method references:			
1) <u>Test Methods for Evaluating Solid Waste-Physical /Chemical Methods:</u>			
SW-846; Third Ed., 1986 and updates.			
2) <u>Procedures for Handling and Chemical Analysis of Sediment and Water</u>			
<u>Samples:</u> EPA/CE-81-1, 1981; soil/sediment matrices only.			
3) 40 CFR, Part 136, Table I, 1989.			
4) Methods for Chemical Analysis of Water and Wastewater, 1983.			
	Method	Aqueous	Non-Aqueous
Acidity	305.1	\$10.00	N/A
Alkalinity	310.1	\$10.00	N/A
Asbestos		N/A	N/A
BOD-5	SM5210	\$20.00	N/A
BOD-20	SM5210	N/A	N/A
BOD, carbonaceous	SM5210	N/A	N/A
BTU	D2015	N/A	N/A
CO2	SM4500	\$20.00	N/A
Carbon, Total Org	9060	\$25.00	N/A
Carbonate	310.1	N/A	N/A
COD (demand, chem)	410.1/2	\$25.00	N/A
Chloride	325.2	\$20.00	N/A
Chlorine Demand	SM2350	N/A	N/A
Chlorine, residual	330.4	N/A	N/A
Cyanide, total	9012	\$25.00	\$25.00
Cyanide, amenable	335.1	\$25.00	\$25.00
Cyanide, weak & dis	SM4500	N/A	N/A
Cyanide, free	335.1	N/A	N/A
Density		N/A	N/A
Fe++	236.1	N/A	N/A
Flashpoint	1010	\$25.00	\$25.00

Contractor:	Tetra Tech NUS, Inc.
Laboratory:	PACE Analytical

Laboratory Rates/Secondary Analyses (cont.)			
*All quotes are based on 2 week turn-around			
III - GENERAL CHEM			
	Method	Aqueous	Non-Aqueous
Halogen, total org	SM9020	N/A	N/A
Hardness	130.2	N/A	N/A
Hydrogen Sulfide	376.1	\$20.00	N/A
Langelier Index	various	N/A	N/A
Methane	3810	N/A	N/A
Moisture, percent	D2216	N/A	N/A
Nitrate	353.2	N/A	N/A
Nitrate-Nitrite	353.2	\$15.00	\$15.00
Nitrite	353.2	N/A	N/A
Nitrogen, ammonia	350.2	\$15.00	\$15.00
Nitrogen, Kjeldahl (TKN)	351.3	N/A	N/A
Nitrogen, organic	351.3	N/A	N/A
Oil & Grease	1664	\$20.00	\$20.00
Oxygen, dissolved		N/A	N/A
Petroleum HC (TRPH)	FL-PRO	\$65.00	\$65.00
pH (hydrogen ion)	9040	\$5.00	\$5.00
Phenols, total rec	9065	\$20.00	\$20.00
Phosphorus, hydrolyzable as P	365.2	N/A	N/A
Phosphorus, organic (as P)	365.4	\$20.00	N/A
Phosphorus, Orthophosphate	365.2	N/A	N/A
Phosphorus, Total (as P)	365.1/365.4	\$20.00	N/A
Redox Potential	SM2580	N/A	N/A
Salinity	120.1	N/A	N/A
Solids, total	160	N/A	N/A
Solids, dissolved	160.1	\$10.00	N/A
Solids, suspended	160.2	\$10.00	N/A
Solids, volatile	160.4	\$10.00	N/A
Solids, vol, diss	160	N/A	N/A
Solids, vol, susp	160	N/A	N/A
Specific Conductance	120.1	\$10.00	N/A
Specific Gravity		N/A	N/A
Sulfate	375.4	\$15.00	N/A
Sulfide	9030	\$15.00	\$15.00
Sulfite	377.1	N/A	N/A
Sulfur, total	D129	N/A	N/A
Temperature		N/A	N/A
Turbidity (nephelo)	180.1	\$10.00	N/A
VOC Soil Vapor	TO-14	N/A	N/A
VOC Soil Vapor-Full Scan	EPA-18	N/A	N/A
VOC Soil Vapor-BTEX	EPA-18	N/A	N/A

Sample Shipment				
Fully Loaded Rates				
Container/Size	Shipment Method	24 hr	2 day	Other

QC Level			
Fully Loaded Rates			
QA/QC Level	Level II	Level III	Level IV
QA/QC Level	N/C	10%	10%

Contractor: Tetra Tech NUS, Inc.
 Laboratory: KB Labs (FDOH NELAP Certification #'s E82815 & E82840)

Certified Mobile Laboratory Rates			
GC/MS Volatiles (Chlorinated Solvents and BTEX Compounds)			
Item	Notes	Units	Cost
Base Mobilization/Demobilization (First site)	1	First site	See Below
Each consecutive remobilization over 100 miles	1	additional locations	See Below
Day-Rate for On-Site Mobile Laboratory (10-hour day)	2 ; 3 ; 4	per day	\$1,250.00
Standby Time		per hour	\$70.00
Per Diem (per analyst; 1 analyst per lab)	5	per day	\$50.00
Additional Charges:			
headspace screening (included w/analysis)		per day	NA
hours over 10 per day	6	per hour	\$100.00
second gas chromatograph (additional GC/MS)		per day	\$1,000.00
additional samples	1	per sample	\$70.00

Notes:

- 1) Mobilization/remobilization is defined as greater than 100 miles distance site to site.

(Based on location from Gainesville, FL: Jacksonville area \$200; Tallahassee area \$300; Panhandle area [Pensacola, Panama City] \$500; Central Florida [Orlando, Tampa, Daytona] \$200; and, South Florida \$350)

- 2) Day rate for mobile lab includes up to 25 samples (gaseous), and 20 samples/day (soil and liquids), and a minimum of 10 undiluted samples per day (assuming samples are available for preparation and analysis).
 3) Day rate for mobile laboratory services applies for analysis of samples per EPA Method 5030 and EPA Modified Method 8260.
 4) Mobile Laboratory includes on-site chemist and either Gas Chromatograph Analyses (One GC) or Gas Chromatograph/Mass Spectrometer Analyses (One GC/MS).
 5) Per Diem will be reimbursed pursuant to Section 112.061, Florida Statutes.
 6) Rates for hours over 10 hours per day are only applicable if the mobile laboratory has met the minimum number of samples as specified in Note 2, and only with prior approval from the FDEP.

Certified Mobile Laboratory Rates			
GC/MS Volatiles (Full Volatiles Method 8260 Compound List)			
Item	Notes	Units	Cost
Base Mobilization/Demobilization (First site)	1	First site	See Below
Each consecutive remobilization over 100 miles	1	additional locations	See Below
Day-Rate for On-Site Mobile Laboratory (10-hour day)	2 ; 3 ; 4	per day	\$1,450.00
Standby Time		per hour	\$70.00
Per Diem (per analyst; 1 analyst per lab)	5	per day	\$50.00
Additional Charges:			
headspace screening (included w/analysis)		per day	NA
hours over 10 per day	6	per hour	\$125.00
second gas chromatograph (additional GC/MS)		per day	\$1,200.00
additional samples	1	per sample	\$100.00

Notes:

- 1) Mobilization/remobilization is defined as greater than 100 miles distance site to site.

(Based on location from Gainesville, FL: Jacksonville area \$200; Tallahassee area \$300; Panhandle area [Pensacola, Panama City] \$500; Central Florida [Orlando, Tampa, Daytona] \$200; and, South Florida \$350)

- 2) Day rate for mobile lab includes up to 20 samples (gaseous), and 15 samples/day (soil and liquids), and a minimum of 10 undiluted samples per day (assuming samples are available for preparation and analysis).
 3) Day rate for mobile laboratory services applies for analysis of samples per EPA Method 5030 and EPA Modified Method 8260.
 4) Mobile Laboratory includes on-site chemist and either Gas Chromatograph Analyses (One GC) or Gas Chromatograph/Mass Spectrometer Analyses (One GC/MS).
 5) Per Diem will be reimbursed pursuant to Section 112.061, Florida Statutes.
 6) Rates for hours over 10 hours per day are only applicable if the mobile laboratory has met the minimum number of samples as specified in Note 2, and only with prior approval from the FDEP.

Certified Mobile Laboratory Rates GC/MS Organochlorine Pesticides or PCBs			
Item	Notes	Units	Cost
Base Mobilization/Demobilization (First site)	1	First site	See Below
Each consecutive remobilization over 100 miles	1	additional locations	See Below
Day-Rate for On-Site Mobile Laboratory (10-hour day)	2 ; 3 ; 4	per day	\$1,800.00
Standby Time		per hour	\$100.00
Per Diem (per analyst; 2 analysts per lab)	5	per day	\$50.00
Additional Charges:			
headspace screening (included w/analysis)		per day	NA
hours over 10 per day	6	per hour	\$150.00
second gas chromatograph (additional GC/MS)		per day	NA
additional samples	1	per sample	\$120.00

Notes:

- 1) Mobilization/remobilization is defined as greater than 100 miles distance site to site.

(Based on location from Gainesville, FL: Jacksonville area \$200; Tallahassee area \$300; Panhandle area [Pensacola, Panama City] \$500; Central Florida [Orlando, Tampa, Daytona] \$200; and, South Florida \$350)

- 2) Day rate for mobile lab includes up to 15 samples/day (soils only) and a minimum of 5 undiluted samples per day (assuming samples are available for preparation and analysis).
- 3) Day rate for mobile laboratory services applies for analysis of samples per EPA Method 3545 (Prep) and EPA Method 8081 (OCPs)/8082 (PCBs).
- 4) Mobile Laboratory includes two chemist and either Gas Chromatograph Analyses (One GC)
- 5) Per Diem will be reimbursed pursuant to Section 112.061, Florida Statutes.
- 6) Rates for hours over 10 hours per day are only applicable if the mobile laboratory has met the minimum number of samples as specified in Note 2, and only with prior approval from the FDEP.

Contractor: _____

Tetra Tech NUS, Inc. _____

Equipment Rates

Item		Cost		
	Make/Model	Day	Week	Month
Air Sampling/Monitoring				
Air Sampling Pump	(R) Gilian GilAir-3	\$25.00	\$100.00	\$300.00
OVA	(R) PE Photovac MicroFID	\$105.00	\$420.00	\$1,260.00
Photoionization Meter	(R) Photovac 2020 PRO w/ 10.6 eV Lamp	\$90.00	\$360.00	\$1,080.00
HNu	(R) DL-102 PID	\$84.00	\$336.00	\$1,008.00
Explosimeter	(R) Industrial Scientific TMX 412	\$28.00	\$112.00	\$336.00
Portable GC	(R) PE Photovac Voyager GC	\$260.00	\$1,040.00	\$3,120.00
Respiration Dust Monitor				
Aneroid Barometer				
Tedlar Bag	(T) 1 liter/ each	\$15.00		
Draeger Pump	(T) Accuro Hand Pump	\$18.00	\$72.00	\$216.00
Gas Vapor Probe				
Sampling Pump				
PCE Detector Tubes (low range)	(T) Draeger/ each	\$6.80		
PCE Detector Tubes (high range)	(T) Draeger/ each	\$6.80		
TCE Detector Tubes	(T) Draeger/ each	\$6.80		
Vinyl Chloride Detector Tubes	(T) Draeger/ each	\$6.80		
Other:				
Groundwater/Surface Water				
Ammonia Meter				
Bailer (Teflon)	(T) 1 1/2" x 3'	\$6.00		
Bailer (Stainless Steel)	(T) 1"	\$7.00	\$28.00	\$84.00
Passive Diffusion Bag Sampler	(T) each	\$30.00		
Temp/pH/Conductivity Meter	(R)	\$38.00	\$152.00	\$456.00
Reduction/Oxidation Meter				
Turbidity Meter	(R) LaMotte 2020	\$20.00	\$80.00	\$240.00
Dissolved Oxygen Meter	(R) YSI 550	\$37.00	\$148.00	\$444.00
Flow Meter	(R) Marsh-McBirney Flo-Mate - Model 2000	\$16.00	\$64.00	\$192.00
Data Logger (with 4 Transducers)	(R) In-Situ Hermit 3000 8-channel	\$175.00	\$700.00	\$2,100.00
Teflon Tubing	(T) 3/8" ID x 5/8" OD x 100'	\$175.00		
In-line Filter (1 Micron)	(T) Each	\$18.00		
Oil/Water Interface Probe	(T) Insitu	\$40.00	\$160.00	\$480.00
Water Level Indicator	(T) Heron Dipper-T or Slope	\$15.00	\$60.00	\$180.00
Pump: Centrifugal (1.5")				
Peristaltic	(T) GeoPump2	\$28.00	\$112.00	\$336.00
Submersible (2")	(R) Grundfos Redi-Flo2	\$72.00	\$288.00	\$864.00
Submersible (4")	(R) Grundfos 4"	\$65.00	\$260.00	\$780.00
Scavenger				
Test Kit: Alkalinity				
Chloride				
Hardness				
Other:				

(T) = TtNUS owned equipment.

(R) = Vendor owned rental equipment.

Contractor: Tetra Tech NUS, Inc.

Equipment Rates (cont.)

Item		Cost		
Soil/Sediment	Make/Model	Day	Week	Month
Altimeter				
Hand Auger	(T) Various	\$8.00	\$32.00	\$96.00
Power Auger	(R) Various	\$55.00	\$220.00	\$660.00
Soil Gas Vapor Probe	(R) KVA Vapor Probe w/hammer drill	\$115.00	\$460.00	\$1,380.00
Core Sampler, Sediment	(R) AMS Sediment Auger	\$15.00	\$60.00	\$180.00
Sediment Dredge	(R) Wildco Ponar Sample Dredge	\$22.00	\$88.00	\$264.00
Encore T handle	(T)	\$8.00	\$21.00	\$107.00
Encore Sample inserts	Per sample (includes 3 inserts)	\$24.00		
Terra Core Sampler				
Other:				
Surface Geophysical	Make/Model	Day	Week	Month
Magnetic and Cable Locator	(R) Schonstedt MAC 51BX	\$44.00	\$176.00	\$528.00
Cond. Meter Data Logger	(TOB)			
Conductivity Meter	(TOB)			
Ground Penetrating Radar	(TOB)			
Magnetometer	(TOB)			
Resistivity Meter	(TOB)			
Other:				
Surveying	Make/Model	Day	Week	Month
Global Positioning System	(T) Garmin etrac legend	\$20.00	\$80.00	\$240.00
Other:				
Digital camera	(T) Sony MVC-FD87	\$14.00	\$51.00	\$154.00
Transit	(T)	\$23.00	\$86.00	\$321.00
Rod	(T)	\$5.00	\$17.00	\$51.00
Miscellaneous	Make/Model	Day	Week	Month
Portable Compressor	(TOB)			
Portable Generator	(R) 3,000 - 5,000 watts	\$50.00	\$200.00	\$600.00
Steam Cleaner	(TOB)			
Concrete/Asphalt Saw	(TOB)			
Concrete Core Drill	(TOB)			
Noise (Decibal) Meter	(R) Quest 2700 Sound Level meter	\$33.00	\$132.00	\$396.00
Other:				

(T) = TtNUS owned equipment.

(R) = Vendor owned rental equipment.

Contractor: Tetra Tech NUS, Inc.

Equipment Rates			
Kits	Day	Week	Month
Site Reconnaissance Kit Water Level Indicator, Survey Equipment, disposable bailers (2), Hand Auger, Camera	\$72.00	\$288.00	\$864.00
Monitor Well Installation Kit PID/FID OVA, Water Level Indicator, Survey Equipment	\$160.00	\$640.00	\$1,920.00
Hydrogeological Evaluation Kit Water Level Indicator, Survey Equipment, Slug Assembly, Data Logger with transducers (2)	\$230.00	\$920.00	\$2,760.00
Groundwater Sampling Kit Water Level Indicator, Peristaltic Pump, pH/Conductivity/Temperature/Turbidity/DO/ReDox Meters	\$170.00	\$660.00	\$1,980.00
Soil Assessment Kit PID/FID OVA, Hand Auger, Field Geology Kit ⁽¹⁾ , Water level indicator, Encore Samplers ⁽²⁾	\$127.00	\$508.00	\$1,524.00
Soil Vapor Sampling Kit PID/FID OVA, tedlar bags ⁽³⁾ , Air Sampling Pump, Soil Vapor Probe	\$180.00	\$720.00	\$2,160.00
Construction/O&M Supplies Various small items for minor work/repairs (valves,PVC fittings, gaskets, float switches,etc.)	\$60.00	\$240.00	\$720.00

⁽¹⁾ Field geology kit includes hand lens, grain size chart, soil color chart, and soil sample trays.

⁽²⁾ Encore sampler inserts are not included with kit; but will be priced on a task order basis at previously identified unit rate.

⁽³⁾ Tedlar bags are not included with the kit; but will be priced on a task order basis at previously identified unit rate.

Contractor: Tetra Tech NUS, Inc.

Vehicle Rental Rates			
Item	Cost		
	Day	Week	Month
Automobile	\$55.00	\$220.00	\$720.00
Mileage Costs	Included	Included	Included
Equipment Van	\$82.00	\$350.00	\$1,100.00
Mileage Costs	Included	Included	Included
Truck	\$82.00	\$350.00	\$1,100.00
Mileage Costs	Included	Included	Included
Other: SUV	\$82.00	\$350.00	\$1,100.00
Mileage Costs	Included	Included	Included

Contractor: Tetra Tech NUS, Inc.

Personal Protection Rates			
Level A	Item	Units per Man-Day	Cost
	negotiated on a per task basis per specific requirements		
			\$0.00
Level B	Item	Units per Man-Day	Cost
	negotiated on a per task basis per specific requirements		
			\$0.00
Level C	Item	Units per Man-Day	Cost
	GMC-H Cartridge (Pair)	2	
	Coveralls (disposable)	2	
	Gloves (Neoprene)	2	
	Gloves, (surgical)	12	
	Boot covers, chemical resistant (disposable)	2	
	Escape mask	1	
	Supplies		
			\$90.00
Level D	Item	Units per Man-Day	Cost
	Coveralls (disposable)	2	
	Gloves (surgical;disposable)	12	
	Boot covers, chemical resistant (disposable)	2	
	Escape mask		
	Safety Glasses	1	
			\$26.50

"EXPENDABLES"

The items listed below are included as expendables. Although some of these items are not expendable in the sense that they are used once and discarded, these items are indicative of the numerous small items that are used during fieldwork activities. This is a list of items that are compensated under the expendables rate of \$25.00 per day for those days in which the Contractor is working in the field.

The list of frequently used expendables includes, but may not be limited to, the following:

Absorbent pads	Paper Towels
Alconox	pH paper
Aluminum foil	Plastic buckets
Asphalt/concrete patching material	Plastic sheeting (Visqueen)
Bailer twine	pH paper
Barricades (Plastic safety fence)	Plastic buckets
Cleaning brushes	Plastic sheeting (Visqueen)
Deionized water	PVC fittings
Drop cloths	Sample jars
Dry ice	Sample labels
Duct tape	Sample preservatives
Galvanized wash tubs	Spray Paint
Garbage cans and bags	Sprayer bottles
Gloves, Nitrile	Stainless steel buckets/bowls
Gloves, Surgical Latex	Survey tape
Ice and vermiculite packing	Thermometers
Liquid hand soap	Transfer pipettes
Liquinox soap	Tubing (tygon/plastic/garden)

Specific items that are not listed above may also be considered as expendables. Questions regarding any items not on this list should be directed to the FDEP Contract Manager.

Contractor:	Tetra Tech NUS, Inc.
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Indirect Rates		
Category:	Multiplier (%)	Applied To
Overhead	97.93	Direct labor
General & Administrative	10.16%	Labor, overhead, and fringe
Fringe Benefits	NA ⁽¹⁾	
Project Management	10%	Total labor costs
Other Direct Costs:	5%	Total labor costs
Completion Fee:	10%	Total labor costs, project management
Subcontractors:		
Equipment Procurement Fee	10%	Subcontractor Total Costs (STC)*
Subcontractor Handling Fee	10%	1st \$50,000 of STC
	7%	2nd \$50,000 of STC
	5%	STC greater than \$100,000
* cap of \$2,500 applied to this fee per subcontractor per subtask. ⁽¹⁾ TtNUS does not separate the fringe rate from overhead. Fringe is included within the overhead rate.		

ATTACHMENT E

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:

Contractors working for the Florida Department of Environmental Protection (DEP) must complete and submit this attachment with each invoice submitted for payment. Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850/245-2361.

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED	
BUSINESS CLASSIFICATION	NON-PROFIT ORG.
OTHER NON-PROFIT	
51% OR MORE MINORITY COMMUNITY SERVED	
51% OR MORE MINORITY OFFICERS	
BOARD IS 51% OR MORE MINORITY	
AMERICAN WOMAN	
NATIVE AMERICAN	
ASIAN/HAWAIIAN	
HISPANIC	
AFRICAN AMERICAN	
AMERICAN WOMAN	
NATIVE AMERICAN	
ASIAN/HAWAIIAN	
HISPANIC	
AFRICAN AMERICAN	
P.R.I.D.E.	
NON-PROFIT ORGANIZATION	
GOVERNMENTAL AGENCY	
SMALL BUSINESS (FEDERAL)	
SMALL BUSINESS (STATE)	
NON-MINORITY	

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED									
BUSINESS CLASSIFICATION		CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.	
P.R.I.D.E.		AMERICAN WOMAN			AMERICAN WOMAN			OTHER NON-PROFIT	
NON-PROFIT ORGANIZATION		NATIVE AMERICAN			NATIVE AMERICAN			51% OR MORE MINORITY COMMUNITY SERVED	
GOVERNMENTAL AGENCY		ASIAN/HAWAIIAN			ASIAN/HAWAIIAN			51% OR MORE MINORITY OFFICERS	
SMALL BUSINESS (FEDERAL)		HISPANIC			HISPANIC			BOARD IS 51% OR MORE MINORITY	
SMALL BUSINESS (STATE)		AFRICAN AMERICAN			AFRICAN AMERICAN				
NON-MINORITY									

Invoice Service Period: _____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED						
BUSINESS CLASSIFICATION	CERTIFIED MBE	NON-CERTIFIED MBE	NON-PROFIT ORG.			
			OTHER NON-PROFIT	51% OR MORE MINORITY COMMUNITY SERVED	51% OR MORE MINORITY OFFICERS	BOARD IS 51% OR MORE MINORITY
	AMERICAN WOMAN					
	NATIVE AMERICAN					
	ASIAN/HAWAIIAN					
	HISPANIC					
	AFRICAN AMERICAN					
	AMERICAN WOMAN					
	NATIVE AMERICAN					
	ASIAN/HAWAIIAN					
	HISPANIC					
	AFRICAN AMERICAN					
	P.R.I.D.E.					
	NON-PROFIT ORGANIZATION					
	GOVERNMENTAL AGENCY					
	SMALL BUSINESS (FEDERAL)					
	SMALL BUSINESS (STATE)					
	NON-MINORITY					

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature)

(Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

DEP 55-217 (08/00)

ATTACHMENT F

RELEASE OF CLAIMS BY CONTRACTOR ON EPA SUBAGREEMENT

IN ACCORDANCE with the final payment provisions of **DEP Contract No. HW525**, the CONTRACTOR hereby releases the DEP and the EPA from any and all claims that may arise under, or by virtue of, the contract, except those claims which may be specifically exempted and set forth herein.

Specific Exemptions: (attach additional sheet(s) if necessary)

DEP CONTRACT NO.: **HW525**

CONTRACTOR: **TETRA TECH NUS, INC.**
1401 OVEN PARK DRIVE, SUITE 201
TALLAHASSEE, FLORIDA 32308

SIGNATURE OF AUTHORIZED INDIVIDUAL

DATE

TITLE: _____

NOTARY:

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this

_____ day of _____, 20_____

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification

Type of Identification Produced _____

ATTACHMENT G

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (March 2003) Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

The Florida Department of Financial Services, Reference Guide to State Expenditures (March, 2003) can be found at the following web address: www.dbf.state.fl.us/aadir/reference_guide.

ATTACHMENT H

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

DEP CONTRACT NO: HW525

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection (DEP) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEP or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEP or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT I

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ _____ _____		b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> _____ _____ _____
<i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**ATTACHMENT J
EPA LOBBYING AND LITIGATION CERTIFICATE**

Form Approved OMB NO.: 2030-0020 Approval Expires 12/31/02

LOBBYING AND LITIGATION CERTIFICATE*



I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United State unless authorized under existing law.

Chief Executive Officer

Assistance Agreement Number (s) **

Date

*Complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Acts, Public Law 106-277, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Acts, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

**If certifying for more than one grant number and more space is needed, please list additional numbers in the space provided below:

Please mail this form to your Grant Specialist. DO NOT send this information to the Office of Management & Budget.

Burden Statement -The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA 's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency (2137), 401 M. St., S. W. Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, NW, Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

EPA Form 5700-53 (Rev. 2-02)

ASSURANCES -NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capacity (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 372.333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act (P.L. 93-205), as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

ATTACHMENT K

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7.U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

ATTACHMENT L

QUALITY ASSURANCE REQUIREMENTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
 - a. The Contractor shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Contractor shall notify the Department Contract Manager in writing before such changes are made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the Department Contract Manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The Contractor shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, or certification is not required (see item 2.g below), the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - i. The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - ii. These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - iii. Before providing analytical services for this Contract, the laboratory must provide to the Department Contract Manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within six months prior to the submission date.
 - g. For those test measurements for which the Department has determined that certification by the DoH ELCP is not necessary, all laboratory activities associated with the test measurements shall conform to the NELAC Quality Systems (Chapter 5) Standards.
 - h. Any non-standard laboratory procedure or methods (i.e., those not approved by the Department for standard environmental analyses) that are proposed for use shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the Department

Contract Manager before use under this Contract and must be cited or described in the required planning document (see Section 6).

- i. The Contractor shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are established for the Contract, and are listed in the planning document (see Section 6).
- j. The Contractor shall ensure that the selected laboratory test methods can provide results that meet the Contract data quality objectives.
- k. The Contractor shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
- l. The Contractor shall ensure that the essential laboratory quality control measures are consistent with Chapter 5 of the NELAC standards. In addition, the Contractor shall ensure that the quality control requirements specified in the attached addenda are followed.

3. FIELD ACTIVITIES

- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
- b. The Contractor shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, February 1, 2004). The specific standard operating procedures (SOPs) shall be cited in the planning document (see Section 6).
- c. Any non-standard field procedure shall be submitted for review and approval to the Department Contract Manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the Department Contract Manager before use under this Contract and must be cited or described in the planning document.
- d. Per the quality control measures outlined in the Department SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the Contractor shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
 - i. Matrix-Related Quality Controls - The Contractor shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes, and either matrix spike duplicates or laboratory duplicates as follows:
 - (a). The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (b). One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (c). The last time samples are collected for the sample collection matrix.
 - ii. Field duplicates (not to be confused as laboratory duplicates) shall be collected and analyzed at a frequency of 5% of the total number of samples collected for each matrix/analyte combination (see FQ 1220).
 - (a). All field duplicate results greater than the PQL should agree within 20% RPD for each measured analyte. In the event that the field duplicate agreement is not observed, the Contractor shall investigate and attempt to determine the cause of poor precision. The outcome of these investigations shall be reported including corrective measures to minimize future problems.
 - iii. Field-Generated Blanks – Blanks associated with field activities as defined in FQ 1210 of the Department SOPs, shall be collected according to the requirements of FQ 1230.
 - (a). If the reported analyte is reported in any field blank, equipment blank or trip blank, the Contractor shall investigate and attempt to determine the cause unless the affected samples are at least 10 times the reported blank value. The outcome of these investigations shall be reported including corrective measures to minimize future occurrences.

4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. The Contractor shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.

- b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The Contractor shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the Department Contract Manager and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC, unacceptable measurement or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Laboratory verification results of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL
 - ▶ PQL
 - ▶ Sample type (such as blank, duplicate, etc.)
 - ▶ Field and laboratory blank results:
 - Laboratory blank results (results for any laboratory blank analysis as required by the method and the planning document) (see Section 6);
 - Field quality control results including trip blanks, field blanks, equipment blanks, and field replicates as specified in the planning document (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analysis (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each quality control sample and the related sample results
 - ▶ Acceptance criteria for each reported quality control measure
- d. The Contractor shall ensure that the following field-related information is reported to the Department Contract Manager:
 - ▶ Site and/or facility name, address and phone number
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth
 - ▶ Sample collection method identified by the Department SOP number
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - Department SOP followed
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments discussing corrective/preventive actions taken for any failed QC or unacceptable field measurement or other problems related to the sampling event.

5. AUDITS

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the

requested information, including all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the data are not usable for the contracted proposed purpose, the Department Contract Manager shall pursue remedies available to the Department including those outlined in Addendum 1.

b. **PLANNING REVIEW AUDITS –**

- i. Initial: Prior to the completion of the sampling and analysis events, and as specified in the addendum, the Contractor and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the Department Contract Manager, and a copy shall be maintained with the permanent project records.
- ii. Ongoing: Planning reviews as described in item (i) above shall occur annually.

c. **QUALITY SYSTEMS AUDITS –** The Contractor and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the Contractor's and subcontractors' records.

d. **STATEMENTS OF USABILITY –** As a part of the audit process and the final report, the Contractor shall provide statements about data usability relative to the Project Data Quality Objectives and Data Quality Indicators specified in the planning document.

6. **PLANNING DOCUMENT**

- a. The Contractor shall submit the planning document specified in the addendum to this attachment to the Department Contract Manager by the task assignment due date and prior to the commencement of field and laboratory activities. Failure to submit the planning document by the above-mentioned time shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the Department Contract Manager.
- b. The Contractor and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the Contractor fails to obtain approval for the planning document after the third (final) submission to the Department, the Department Contract Manager may suspend or terminate the Contract.
- c. The DEP Contract Number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of properly identified documents by the Department, the Department shall review and either approve the planning document or provide comments to the Contractor and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the Contractor shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt.
- d. If the review of the planning document by the Department is delayed, through no fault of the Contractor, beyond sixty (60) days after the planning document is received by the Department, the Contractor shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Work may not begin for specific Contract tasks until approval has been received by the Contractor from the Department Contract Manager. Sampling and analysis for the Contract may not begin until the planning document has been approved.
- f. Once approved, the Contractor shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in subcontractor organizations, or changes in key personnel occur, the Contractor shall submit appropriate revisions to the

planning document to the Department Contract Manager for review. The proposed revisions may not be implemented until they have been approved by the Department Contract Manager. If the Contractor fails to submit the required revisions, the Department Contract Manager may suspend or terminate the Contract.

7. DELIVERABLES

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - i. Copy of DoH ELCP Certificate(s) and the associated list of specific fields of accreditation, per item 2.d above.
 - ii. Copies of the QCC sample results per item 2.f. above.
 - iii. Non-standard laboratory or field procedures – The Contractor shall submit to the Department Contract Manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
 - iv. Reports of planning review audits as specified in item 5.b. above.
 - v. Statements of Usability as specified in item 5.d. above.
 - vi. Planning document per Section 6, above.
- b. Failure to provide any of the above items may result in the pursuit of remedies available to the Department.

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ADDENDUM 1

Modifications to Attachment L, Quality Assurance Requirements for Department Contracts

These modifications shall be applied to Attachment L, "Quality Assurance Requirements for Department Contracts" for DEP Contract No. HW525. The words "section" or "item" are numbered reference to requirements of Attachment L (pages 1 - 5).

1. Failure to comply with any requirement of this Attachment may result in:
 - a. Immediate termination of the Contract.
 - b. Withheld payment for the affected activities.
 - c. Contract suspension until the requirement(s) have been met.
 - d. A request to refund already disbursed payments.
 - e. A request to redo work affected by the non compliance.
 - f. Other remedies available to the Department.
2. **LABORATORIES**
 - a. The following Section 2 requirements are modified:
 - (i) The laboratory shall have received certification for all analytical services to be performed (item 2.a) prior to implementing laboratory services, therefore, item 2.b of Attachment L does not apply.
 - (ii) Copies of the DoH ELCP Certificates and associated information on fields of accreditation shall be submitted with each work plan (see Attachment C, Section C).
 - b. The following quality control addenda must be followed:
 - (i) Addendum 2, Quality Control Requirements for Laboratories Performing Chemical Analysis.
 - (ii) Addendum 3, Quality Control Requirements for Laboratories Performing Microbiological Testing.
3. **FIELD ACTIVITIES**
 - a. The Contractor shall ensure that these additional standard operating procedures are followed:
 - (i) EPA Region 4 Environmental Investigations Standard Operating Procedures and Quality Assurance Manual (EISOPQAM) (<http://www.epa.gov/region4/sesd/eisopqam/eisopqam.pdf>) shall be used when conducting investigations related to CERCLA site assessments. Where the Department SOP requirements are more stringent, those requirements shall be followed.
 - b. The following quality control requirements (item 3.c) are amended as follows:
 - (i) If specified by the Department Contract Manager, the Contractor shall arrange to collect sufficient sample so that a second laboratory that meets in the requirements in Section 2 can analyze the split sample.
 - (ii) For CERCLA site assessments, the quality control requirements specified by the EPA Forms II Lite software program and the EPA Region 4 Environmental Investigations Standard Operating Procedures and Quality Assurance Manual (EISOPQAM) shall be followed.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
 - a. Records shall be retained indefinitely. Written approval to destroy or discard the records must be obtained.
 - b. When requested the Contractor shall submit the data electronically using the format specified by EPA or the Department Contract Manager.
 - c. In addition to the information in item 4.c, the Contractor shall ensure that the following laboratory information is reported:
 - (i) For all CERCLA site investigations, the EPA Contract Laboratory Program (CLP) deliverables shall be provided and the CLP data qualifiers shall be used.
 - d. In addition to the information in item 4.d, the Contractor shall ensure that the following field information is reported:

- (i) If no site phone is available (item 4.d of Attachment L), the phone number of the property owner shall be reported.
 - (ii) The related groundwater sampling logs shall be submitted.
- e. For all CERCLA site investigations, legal or evidentiary chain of custody, as defined in FD 1000 of the DEP-SOP-001/01, the EPA Region 4EISOPQAM and the NELAC Standards, shall be observed, shall be stipulated in the planning document.

5. AUDITS

- a. EPA may also conduct audits of field activities. In these cases, the requirements of item 5.a of Attachment L apply to any EPA audit that might be scheduled.
- b. The initial planning review audit shall be performed within one month after the analytical data from the second sampling event has been completed.

6. PLANNING DOCUMENT

- a. Per Section 6 requirements, the type of planning document to be submitted is a Quality Assurance Project Plan (QAPP). This document shall be submitted to the DEP Contract Manager for review and approval. The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
- b. The QAPP shall be submitted with the Work Plan as outlined in item IV.C of Attachment C.
- c. When the approved planning document requires modification, the amendments shall be provided as amended sections of the current document.

7. DELIVERABLES

- a. The submission schedule for the following deliverables is amended as follows:
 - (i) Copies of the DoH ELCP Certificates and associated information on fields of accreditation shall be submitted with each work plan (see Attachment C, Section C)
 - (ii) The QAPP shall be submitted with the Work Plan as outlined in item IV.C of Attachment C.

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ADDENDUM 2

Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The Contractor shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
 - a. The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected.
 - b. After the first 20 samples from the sample collection matrix, at least one matrix spike and either laboratory duplicates or matrix spike duplicates in each additional 20 samples of the sample collection matrix.
 - c. The last collection event for the sample collection matrix.
 - d. Spike levels must be at concentrations specified in item 3 below.
 - e. The results of matrix spikes must meet the specific acceptance criteria established for the Contract or the data must be appropriately qualified.
 - f. Sample duplicates or matrix spike duplicates must be evaluated for precision criteria established for the Contract. If the selected sample concentration is expected to be below the laboratory's PQL, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
 - a. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If samples cannot be reprocessed, the data must be appropriately qualified.
3. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
 - a. If any of the samples in the preparation batch are non-detect, the spiking level must not be greater than 2 times the Contract-established practical quantitation limit (PQL).
 - b. The concentration in a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
4. Instrument Calibration – The following discussions supplement the method specified calibration procedures, which must be followed:
 - a. Initial Calibration Requirements
 - (i) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (ii) If a linear regressions is used, the correlation coefficient shall be equal to or greater than 0.995.
 - (iii) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. The standard must have been prepared from a different lot or vendor, and the verified SRM or QC Check sample must have been verified by an organization that is external to the laboratory.
 - (iv) Sample analysis cannot proceed if an initial calibration is unacceptable.
 - b. Continuing Calibration Requirements:
 - (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
 - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.

- (iii) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the PQL. The analyzed value of this standard must be within 70 – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as "estimated" per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias.
 - (iv) The samples shall be chronologically bracketed between acceptable continuing calibration evaluations.
 - (v) If a continuing calibration verification fails, samples run after the failure must be reanalyzed or appropriately qualified.
 - c. Sample results below the practical quantitation limit (PQL) and above the highest calibration standard shall be appropriately qualified.
5. Blanks
- a. If the analyte is detected in any analytical blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected results are at least 10 times the calculated blank value.
 - b. Sample results must be bracketed with an acceptable beginning and ending analytical blanks.
 - c. If the analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample results associated with the blank are at least 10 times the calculated blank value. The laboratory must investigate sufficiently to determine that positive blank results are not due to a laboratory error, and report results with appropriate qualifiers and/or comments.
6. If any quality control measure or calibration verification (including those specified above) fails, samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly provided for in Chapter 62-160, F.A.C. must be identified and defined in the report.
7. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.
8. Field duplicates - The Contractor shall ensure that field duplicates (not to be confused as laboratory duplicates) are analyzed. All field duplicate results greater than the PQL should agree within 20% RPD for each measured analyte. In the event that field duplicate agreement is not observed, the laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error, and report the results with appropriate qualifiers and/or comments.
9. For all organic analyses using either gas chromatography or HPLC, analytes with concentrations above the method detection limit shall be confirmed by at least one of the qualitative identification measures listed below. Confirmation must occur the first time an analyte is detected at a sampling point.
- ▶ Second column/same detector
 - ▶ Second column/alternate detector
 - ▶ Same column/alternate detector
 - ▶ Mass spectrometry
 - ▶ Alternate wavelength

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ADDENDUM 3

Quality Control Requirements for Laboratories performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Blanks
 - a. If the membrane filter technique was used, the sample set(s) shall be associated with a beginning and ending filtration blank.
 - b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
 - c. All duplicate results shall be evaluated per method specifications. In the event that field duplicate agreement is not observed, the laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error, and report the results with appropriate qualifiers and/or comments.
2. All microbiological analyses must conform to requirements for facilities, personnel and equipment specifications and quality control measures discussed in *AWWA Standard Methods 20th edition, section 9020*.
3. At least 10% of the samples (or one per test run) shall be duplicated.
4. Colony Counts
 - a. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 – 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless reported value is from a 100 mL sample and the count is less than 20).
 - b. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
 - c. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 3.a of Addendum 3)
 - d. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
 - e. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the method.

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