## Quotation



# Advanced Environmental Laboratories, Inc.

P.O. Box 551580 Jacksonville, FL 32255-1580 Phone (904) 363-9350 Fax (904) 363-9354

Quote #: 78084 Contact: City of Marco Island

**Date:** 10/31/2024

**Description:** 2024-2025 Surface Water **Deliverable:** Review and Report WO

**Customer** Josh Snead

Service Contact: Advanced Environmental

Laboratories, Inc.

13100 Westlinks Terrace

Suite 10

Fort Myers, FL 33913

United States

Phone 239-674-8130

Email JSnead@aellab.com

Item	Test	Description	Matrix	TAT	Unit Price	Qty	Extended Price
1		Quarterly SW	Water		\$144.10	240	\$34,584.00
	NXLL-4500W	Nitrate+Nitrite (Low-Level),4500NO3F		10	\$0.00		
	4500NO2FEE	Nitrite 4500 NO2F, Aqueous FEE		10	\$13.75		
	4500NO3FEE	Nitrate 4500 NO3F, Aqueous FEE		10	\$13.75		
	TN-W	Total Nitrogen,Calc,Aqueous		10	\$4.95		
	TP-3653-W	Total Phosphorus,EPA 365.3		10	\$17.05		
	TKN3512-W	TKN,351.2,Aqueous		10	\$15.40		
	10200-H-W	CHLOROPHYLLS, 10200H,WA		10	\$41.25		
	ENTEROLERT	ENTEROLERT/ QUANTI-TRAY		10	\$23.10		
	TURB-W	Turbidity,1801.,Aqueous		10	\$14.85		
2		Sampling/Boat Fee			\$898.00	12	\$10,776.00
	BOATFEE	Boat Fee		1	\$321.00		
	SAMPF	Sampling Fee		1	\$577.00		
3		Field Parameters			\$22.00	228	\$5,016.00
	FIELDFEE	Field Parameter Group Fee		1	\$22.00		
4		Algae PTOX	Water		\$590.00	56	\$33,040.00
	UV254	UV 254		10	\$190.00		
	615-SUB-W	615, Herbs Sub-Out, Water		10	\$400.00		
				Total	\$83	,416.00	

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### **Quote Details**

Analyte	Units	Reg Limit	MDL	PQL
Line Item 1 - Quarterly SW				
CHLOROPHYLLS, 10200H,WA		SAMPLE		
Corrected Chlorophyll A			2.50	3
Pheophytin A			2.50	3
ENTEROLERT/ QUANTI-TRAY		SAMPLE		
Enterococcus			1	1
NITRATE+NITRITE LL,4500NO3F,WA		SAMPLE		
Nitrate (as N)				
Nitrite (as N)				
Nitrate + Nitrite				
TKN,351.2,Aqueous		SAMPLE		
Total Kjeldahl Nitrogen				
Total Nitrogen,Calc,Aqueous		SAMPLE		
Total Nitrogen			0.20	0.50
Total Phosphorus,EPA 365.3		SAMPLE		
Total Phosphorus (as P)				
Turbidity,1801.,Aqueous		SAMPLE		
Turbidity				

## Notes

Pricing valid 10/01/2024-09/30/2025

### **Terms**

Prices reflect a 45% discount.

Acce	pted	By:

Signed:	Title:
Name:	Date:

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#### TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Advanced Environmental Laboratories, Inc. (AEL), unless specifically exempted in writing by an officer of AEL.

#### 1. CONTRACT AGREEMENT/TERMS AND CONDITIONS:

The Client, when placing an order with AEL, agrees that AEL's quotation, Terms and Conditions, the Client's purchase order, and AEL's agreement to perform testing shall constitute the entire contract between the Client and AEL. A purchase order issued to AEL shall not constitute a binding contract until it is accepted and acknowledged by AEL. It is assumed the Client accepts AEL's Terms and Conditions in lieu of the Client's Terms and Conditions on any orders placed with AEL.

#### 2. GOVERNING LAW:

All contracts between AEL and the Client shall be deemed to be made and governed by the Laws of the State of Florida. Any legal action brought by either the Client or AEL shall be brought in a court of competent jurisdiction in Duval County, Florida, or if the action is to be in federal court, in the U.S. District Court for the Middle District of Florida - Jacksonville District.

#### 3. QUOTATION PERIOD AND PRICING:

Prices quoted by AEL remain in effect for thirty (30) days and are subject to change after that period. The prices contained in a quotation supplied by AEL apply specifically to the test or project named on the quote in accordance with stated specifications and documentation provided to AEL at the time of quotation. AEL shall not be bound to this pricing for any subsequent testing, repeat testing, additions, and omissions to the test program or parts thereof.

#### 4. PRICING REVISION:

The Client representative requesting any testing quotation by AEL shall be considered an agent of the client and authorized to make technical and/or cost changes of any nature to the test procedures, specifications, or other Client documents. If AEL is required to submit a quotation without first receiving and reviewing applicable test specifications, any pricing submitted shall be subject to change when such specifications are made available to AEL.

#### 5. CREDIT TERMS AND PAYMENT:

The acceptance of any purchase order by AEL shall be contingent upon approval of the Client's credit. Unless otherwise determined, terms of AEL's invoices shall be Net 30 days and payable in U.S. funds. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. This obligation is not contingent upon payment to the Client by any third party or on any specific result from AEL's services and may not be assigned without the written permission of AEL. If the Client fails to make payment within the agreed terms, AEL shall have the right to cease work, withhold data/reports, and make all invoices immediately due and payable. In addition, AEL shall have the right to charge interest on all amounts not paid by the due date at the rate of 1.5% interest per month, compounded monthly, from the due date of payment. Client agrees to pay all cost of collections including attorney's fees.

#### 6. STANDARD PROCEDURES AND ACCREDITATION:

AEL represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by AEL and the client. AEL's testing laboratories are accredited by NELAP by the Florida Department of Health. It is the client's responsibility to ensure AEL is aware of any testing requiring accreditation. AEL makes no claims or guarantees that reported MDLs, PQLs, and/or MRLs will meet a Client's requirements, be they regulatory, commercial, industrial, or otherwise. It is the complete and full responsibility of the Client to determine if AEL MDLs, PQLs, and/or MRLs will satisfy a Clients needs.

#### 7. WARRANTIÉS:

AEL performs services and hence its work and reports are not governed by the Uniform Commercial Code. Except as stated in paragraph 6, AEL disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. AEL shall have no liability for incidental or consequential damages of any nature whatsoever.

### 8. Cancellation of Testing:

AEL begins testing upon receipt of samples from the Client. If for any reason the testing is interrupted by the Client, the completed portion of the work, including (but not limited to) supplies, materials, labor, and equipment utilization shall be billed to the Client and be payable within the agreed upon payment terms. In such circumstances where AEL agrees to place samples on hold, AEL may bill the Client stand-by charges, up to the full cost of established testing rates, until the testing resumes or is terminated by the client. If the testing is terminated by the client, AEL may impose a cancellation fee of no less than 10% of the unbilled portion of the project.

#### 9. PROGRAM DELAYS

AEL shall not be liable for any failure or delay in performance which is caused in whole or in part by acts of God (fire, flood, earthquakes, etc.), strikes or other labor disturbances, shut-downs, equipment breakdowns, unforeseen engineering problems, fuel shortages, Government priorities, or any other cause beyond the control of AEL.

#### 10. ACCEPTANCE OF TEST REPORTS:

AEL reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. AEL shall have no liability for any deductions, inferences or generalizations drawn by the client or others from AEL reports. If the Client requests verification of any part of the test report, AEL shall be notified within thirty (30) days of submission of the report to the Client. Failure to notify within this thirty (30) day period acknowledges acceptance of the report. Should additional work be required for verification purposes, AEL shall be entitled to the reasonable value of the additional work involved providing the original findings are verified. Payment for any test report or other AEL invoice shall not be contingent upon acceptance and/or approval of a third party.

#### 11. SAMPLE/DATA RETENTION

Samples will be destroyed thirty (30) days after the date of the final report, unless the client indicates otherwise in writing and prepays before the expiration of said thirty (30) day period the entire cost of any storing, packaging and shipping the sample(s) by AEL. AEL shall have no obligation to retain its test reports or related data and documents beyond its normal retention periods.

#### 12. SHIPPING/TRANSPORTATION

The Client shall be responsible for the transportation and any associated shipping costs of Client's property to and from AEL's laboratories.