



**AGREEMENT No. 19-R070458JE**

**SUPPLEMENTAL LABORATORY SERVICES**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**PACE ANALYTICAL SERVICES, LLC  
(CONTRACTOR)**

**AGREEMENT FOR SUPPLEMENTAL LABORATORY SERVICES**

THIS AGREEMENT is made and entered into as of this 16<sup>th</sup> day of April, 2019, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **PACE ANALYTICAL SERVICES, LLC**, a Florida limited liability corporation, (“**CONTRACTOR**”) with offices located at 8 East Tower Circle, Ormond Beach, FL 32174, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, CONTRACTOR engages in the business of supplemental laboratory services; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of CONTRACTOR'S submission of an offer in response to Request for Offer No. 19-R070458JE and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on May 1, 2019. This Agreement shall remain in force through April 30, 2021 unless terminated by COUNTY pursuant to Article 10, but not to exceed two (2) years.
- B. COUNTY reserves the right to extend the initial term of two (2) years for an additional three (3) one (1) year renewal periods not to exceed a total of five (5) years.

### **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

## **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- G. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

## **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.

- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

**ARTICLE 8. TERMINATION OF AGREEMENT**

**A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
  - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION WITHOUT CAUSE:**

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

**ARTICLE 9. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;

- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

**ARTICLE 10. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

**ARTICLE 11. COMPLIANCE WITH LAWS**

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

**ARTICLE 12. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

**ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for ing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 14. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement,



CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

**ARTICLE 15. INDEMNIFICATION**

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

## **ARTICLE 17. INSURANCE**

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 18. SOLICITATION OF AGREEMENT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this

Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 21. KEY PERSONNEL**

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Mike Valder – Account Executive  
Cameron Meynardie – Project Manager  
Craig Bennett – General Manager and acting Customer Services Manager  
Roger Roselli – Operations Manager  
Megan Stacy – Client Services Supervisor  
Trisha Kelly – Drinking Water Semi-Volatile Manager  
Ed Osgood – Non-Drinking Water Semi-Volatile Manager  
Hazel Aranda – Metals Manager  
Sal Ramos – Operations Manager  
Tina Buttermore – Senior Quality Assurance Manager  
James Stockbridge – Field Sampling & Courier Manager  
Brandon Hardesty – Volatile Laboratory Manager  
Andrew Moore – Wet Chemistry Manager  
Brian Mark Rusler – Technical Director  
Edward Manen – Organic Extractions Supervisor  
Lori Palmer – Senior Project Manager

CONTRACTOR shall notify the COUNTY in writing within ten business days of any changes to the key personnel.

**ARTICLE 22. SUB-CONTRACTORS**

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

**ARTICLE 23. LIABILITY FOR NEGLIGENCE.**

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

**ARTICLE 24. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:                   Manatee County Government  
  Utilities Department / Central Laboratory  
  Attn: Laboratory Supervisor  
  4751 66<sup>th</sup> Street West  
  Bradenton, FL 34210  
  Phone: (941) 792-8811  
  Email: kayse.hasiak@mymanatee.org

To CONTRACTOR:   Pace Analytical Services, LLC  
  Attn: Ron Kerr  
  8 East Tower Circle  
  Ormond Beach, FL 32174  
  Phone: (386) 672-5668  
  Email: ron.kerr@pacelabs.com

**ARTICLE 25. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

**ARTICLE 26. NO CONFLICT**

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

**ARTICLE 27. ETHICAL CONSIDERATIONS**

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

**ARTICLE 28. PUBLIC ENTITY CRIMES**

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

**ARTICLE 29. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

**ARTICLE 30. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future;

provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

#### **ARTICLE 31. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

#### **ARTICLE 32. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

#### **ARTICLE 33. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the supplemental laboratory services.

#### **ARTICLE 34. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

#### **ARTICLE 35. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

#### **ARTICLE 36. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of

local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**ARTICLE 37. HEADINGS, CONSTRUCTION**

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 38. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

**ARTICLE 39. AUTHORITY TO EXECUTE**

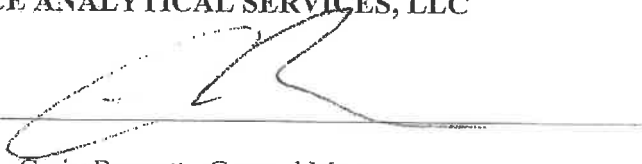
Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**PACE ANALYTICAL SERVICES, LLC**

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

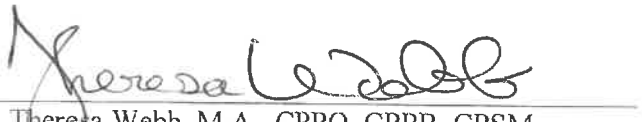


Craig Bennett, General Manager  
Print Name & Title of Above Signer

Date: 4-6-19

**MANATEE COUNTY, a political subdivision of the State of Florida**

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



Theresa Webb, M.A., CPPO, CPPB, CPSM,  
C.P.M., Procurement Official.

Date: 4/16/2019



**EXHIBIT A**  
**SCOPE OF SERVICES**

**A.01** **SCOPE**

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide supplemental laboratory services.

**A.02** **COUNTY RESPONSIBILITIES**

- A. The County reserves the right to add or delete services as required.
- B. The County will provide Contractor with a Sample Request Letter (via mail, fax or email) prior to the beginning of the sampling event which will delineate the analyses required, analytical methods to be utilized (if preference/permit required), detection limits (if project required) and the schedule for sampling.
- C. Unless otherwise directed by the County, sampling will be conducted by County staff, with the exception of specific Landfill Section and Water Treatment Plant Quality Control Laboratory projects. The County, at its sole discretion, may request Contractor to provide sampling services for this requirement.
- D. The County reserves the right to inspect Contractor's facilities during business hours, to verify compliance with the scope and specifications outlined herein at any time during the Agreement term.
- E. The County reserves the right to modify the database file format at any time during the Agreement period.
- F. The County shall ship samples to Contractor on wet ice. Sampling Kit shall contain a packing list indicating the bottles that are included.
- H. The County shall include the Chain of Custody indicating the parameters to be analyzed with the appropriate portion of the Sample Request Letter attached to the Chain of Custody, as needed.

**A.03** **GENERAL REQUIREMENTS**

Contractor shall be responsible for:

- A. Providing sample preservatives and field sampling services according to Florida Administrative Code (FAC) 62-160 and as required for methods employed for use as approved under 40 CFR Part 136, upon request, and the standard operating procedures referenced therein.
- B. Supplying the County with dedicated coolers, sample bottles or kits and shipping to and from the County facilities.
- C. Ensuring sample integrity and sample holding times are met
- D. Utilizing a laboratory to perform sample collection and field measurements that is located within a 300-mile radius of the County Administration Building which is located at 1112 Manatee Ave. West, Bradenton, Florida.
- E. Ensuring that all samples are analyzed within the prescribed holding time.
- F. Retaining all samples received by Contractor from the County after the date of the final report. Samples shall be retained a minimum of 90 days after submittal to the County for metals samples and 45 days after submittal for all other samples to ensure that re-analysis is possible, if requested by the County.

- G. Ensuring that sufficient sample volume is collected such that re-analysis is possible, if requested by the County.
- H. Ensure chain of custodies reflect if samples submitted are Wastewater Compliance samples.

**A.04 QUALITY ASSURANCE**

Contractor shall:

- A. Maintain a Florida Department of Health Environmental Laboratory Certification Program (FDOH ELCP) certification and Scope of Accreditation throughout the duration of the agreement.
- B. Achieve at least ninety-five percent (95%) acceptance on all proficiency tests participated in for the duration of the agreement.
- C. Submit to the County, within ten days of execution of the Agreement, a Laboratory Quality Manual and a Field Sampling Quality Manual detailing its processes. Additionally, Contractor shall submit all revisions of these documents to the County within 10 days of completion of the revisions.
- D. Submit to the County, within ten days of execution of the Agreement, a copy of its Florida Certificate of Accreditation and the corresponding Scope of Accreditation. Additionally, Contractor shall submit to the County all changes to its FL Certificate or Scope of Accreditation impacting work performed on behalf of Manatee County within ten days of notice from the State of the changes.
- E. Be responsible for exercising strict chain of custody over all County samples.
- F. Maintain court defensible chain of custody forms for all samples at all times and provide a signed copy of the chain of custody for each sample to the County with the analytical results of each sample.
- G. Ensure all sample handling, tracking, analysis, reporting, and disposal are performed in accordance with the most recent approved National Environmental Laboratory Accreditation Certification (NELAC) standards as noted in FAC 64E-1.
- H. Provide the County with volatile organic compound (VOC) trip blanks as necessary.
- I. Ensure quality assurance data is included with all analytical laboratory reports. This data shall at a minimum include the following:
  - 1. Blank summary
  - 2. Duplicate summary
  - 3. Matrix spike / matrix spike duplicate summary
  - 4. Calibration verification data summary
  - 5. Surrogate summary
  - 6. Extraction and analysis time(s) / date(s)
- J. Obtain prior written approval by the County for the Minimum Detection Limit (MDL) and the Practical Quantitation Limit (PQL) to be used in the analysis of the individual parameters Contractor shall not elevate the MDL and / or PQL without approval from the County.
- K. Provide a copy to the County of all Quality Assurance and Quality Control correspondence between Contractor and the FDOH and the Florida Department of Environmental Protection (FDEP) related to the services provided.
- L. Provide the County with written explanations for all Quality Assurance irregularities regarding FDEP, NELAC and County specifications.

- M. Ensure that dioxin analyses are high-resolution scans, not screens.
- N. Ensure Contractor's Laboratory Director/Manager (defined as the individual responsible for the overall daily operation of the laboratory), is accessible to the County Laboratory Manager(s) to resolve issues, disputes and questions related to the Agreement and analytical reports during business hours.
- O. Ensure all Wastewater and Wastewater Compliance sample analyses follow and employ analytical protocols specified in 40 CFR Part 136 for aqueous samples, 40 CFR Part 503 for biosolids samples, and EPA SW-846 for TCLP analyses. Contractor shall obtain prior written approval by the County for any deviation or exception from this requirement.

**A.05 RESULTS AND REPORTING**

Contractor shall:

- A. Submit all reports in accordance with the most current approved NELAC standards as noted in FAC 64E-1.
- B. Where applicable and when requested by the County, provide written analytical reports on FDEP approved forms.
- C. Provide final reports and electronic data to County within 10 days of sample receipt for all Wastewater Compliance samples and within 21 days of all other sample receipt, unless otherwise pre-approved in writing by the County (NOTE: In the event the County requires a shorter turn-around time, Contractor shall provide the final reports in the approved expedited time. The County will pay agreement prices employing the appropriate cost markup, for these expedited tests.
- D. Provide reports in hard copy and electronic .cvs format, or other County pre-approved format, via email.
- E. Use appropriate FDEP qualifier codes when required.
- F. Retain all data from all sampling events for all parameters for five (5) years after the final report is delivered to the County.
- G. Submit all laboratory analysis reports with a copy of the corresponding invoice.
- H. Include copies of all chain of custody forms with the reports of analysis to the County

**Format of Data**

**1. Hardcopy**

Contractor shall:

- i. Submit an Adobe Acrobat® PDF format, or other format approved by the County, or paper copy of the results to the County.
- ii. Ensure that each report is signed by the Laboratory QA Officer, QC Officer, the Laboratory Director or Manager, or the Project Manager, as is applicable.
- iii. Ensure the format of the results is consistent with the appropriate regulatory reporting standard. In addition, original laboratories standard reporting forms are also required.

**2. Electronic**

Contractor shall:

- i. Submit an electronic copy of the results to the County in Microsoft® Excel and Access format to include, at a minimum, the following data fields:

- Sample collection date
  - Sample collection time
  - Analysis start date
  - Analysis start time
  - Sample preparation start date
  - Sample preparation start time
  - Result
  - Units
  - Parameter name
  - County sample ID
  - Analyst performing analysis
  - Method MDL
  - Method PQL
  - Qualifier code(s)
  - QC Batch ID and corresponding Manatee County samples ID(s) associated with the QC Batch
- ii. Provide reports associated with Section C of the attached spreadsheet (Solid Waste - Lena and Erie Road Landfills) in an electronic format consistent with the requirements for importing into the Florida Department of Environmental Protection's databases as summarized on the FDEP's web site at:  
<http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>.

Contractor's electronic report format shall allow for the seamless migration of data to the County's two Laboratory Information Management Systems. A report consists of one individual sampling event.

### **3. Required Turn-Around Time**

Final reports and electronic data are to be received by the County within 10 days from sample receipt for all Wastewater Compliance samples and within 21 days of sample receipt for all other samples by Contractor. However, there may be occasions when a 24-hour, three (3) business day, or five (5) business day turnaround time will be required; in these instances, the County will pay the expedited fee charges, and final reports shall be provided to the County within the required and agreed upon expedited turn-around time. In instances where Contractor does not meet the required and agreed upon analysis turn-around time, a 10% reduction in agreement cost per required analysis shall be assessed as a penalty for each additional business day the final report delivery date is delayed.

#### **A.06 DATABASE MODIFICATIONS**

Upon notification by the County of modifications to the database file format, Contractor will have up to four weeks to implement said changes except in those instances where regulatory authority dictates a more expeditious time frame. Contractor shall be solely responsible for any additional cost incurred by Contractor due to these format changes in response to regulatory agency requirements.

**A.07 RE-ANALYSIS**

Upon request by the County, Contractor shall provide a re-analysis of suspect data (possible invalid data) within five (5) business day of notification. Contractor shall provide final analytical reports for samples requiring re-analysis shall include all required reporting elements for both the original sample analysis and its re-analysis. Cost for reanalysis of suspect data shall be borne by the County unless the original result is invalidated due to Contractor error, or re-analysis does not support the original sample analysis (within laboratory published precision limits). In such case cost of the original analysis and reanalysis shall be solely borne by Contractor. Locations which shall be re-sampled and re-analyzed due to Contractor error, analyses out of holding time, lost samples, equipment failure, or other issues, shall be the sole responsibility of Contractor. Any re-sampling by Contractor shall be coordinated with the County representative.

**A.08 ABNORMAL EVENTS**

Contractor shall immediately notify the County representative via telephone, email, or facsimile in the event of any sample holding times that are missed, accuracy problems, reporting problems, exceedances of any Maximum Contaminant Level, or if abnormal test results become apparent to Contractor. Faxed copies of reports may be requested by the County prior to issuance of final hard copy and electronic reports.

**A.09 ADDITION OF TESTS**

Upon request by the County, Contractor shall perform additional tests or utilize other methods as may be required by various regulatory agencies. These additional tests, and any other tests the County requires during the Agreement period, may be added to the Agreement at the discretion of the County. Prices for tests subsequently added to the Agreement shall be at prices not to exceed the cost of comparable tests already part of the Agreement.

**A.10 SAMPLING EVENTS “AS REQUIRED” ONLY**

Contractor shall:

- A. Provide the County labeled sample containers as defined in FAC 62-160.
- B. Ensure containers contain the correct amount and type of preservative for the parameters to be analyzed.
- C. Provide dedicated coolers in sufficient quantity to meet the sampling requirements of the County under this agreement and shall be responsible for transport of coolers to and from the County. Coolers shall be used for no other purpose than transport of County samples.
- D. Keep sample transport coolers clean and in good repair to include ensuring lids are intact with no broken hinges, no holes are in the exterior or interior surfaces.
- E. Prepare and mark all sampling transport containers.
- F. Only use waterproof labels and markers on sample bottles.
- G. Deliver the Sample Kits to the County during normal working hours of 7:00 a.m. through 4:00 p.m., Monday through Friday, excluding County holidays.
- H. Pack coolers by sampling event (i.e. segregated kits for different events).
- I. Include the sampling location, as designated by the Sample Request Letter, on all packing lists.

- J. Label all bottles (including VOC bottles) with the site name, sample identification, type of preservative, and the sample analytes. The label shall include space for sample date and time, which will be completed by County staff.

**END EXHIBIT A**

**EXHIBIT B - FEE RATE SCHEDULE**

<b>SUPPLEMENTAL LABORATORY SERVICES</b>					
<b>SECTION A:</b>					
<b>TESTS FOR WATER TREATMENT PLANT</b>					
<b>DRINKING WATER</b>					
<b>1.</b>	<b>NAME OF TEST: PRIMARY INORGANICS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Asbestos		1	\$100.00	\$100.00
	Antimony		4	\$3.90	\$15.60
	Arsenic		4	\$3.90	\$15.60
	Barium		4	\$3.40	\$13.60
	Beryllium		4	\$3.40	\$13.60
	Cadmium		4	\$3.40	\$13.60
	Chromium		4	\$3.40	\$13.60
	Cyanide		4	\$16.00	\$64.00
	Fluoride		4	\$5.75	\$23.00
	Lead		4	\$3.90	\$15.60
	Mercury		4	\$12.00	\$48.00
	Nickel		4	\$3.40	\$13.60
	Nitrate (as N)		8	\$5.75	\$46.00
	Nitrite (as N)		8	\$5.75	\$46.00
	Selenium		4	\$3.90	\$15.60
	Sodium		4	\$3.40	\$13.60
	Thallium		4	\$3.90	\$15.60
<b>2.</b>	<b>NAME OF TEST: TOTAL TRIHALOMETHANES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Bromoform	Dibromochloromethane	120	\$25.00	\$3,000.00
	Bromodichloromethane	Chloroform			
<b>3.</b>	<b>NAME OF TEST: HALOACETIC ACIDS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Monochloroacetic acid	Trichloroacetic acid	75	\$45.00	\$3,375.00
	Dichloroacetic acid	Dibromoacetic acid			
	Monobromoacetic acid				
<b>4.</b>	<b>NAME OF TEST: VOLATILE ORGANIC COMPOUNDS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Contaminant:	1,1,1-Trichloroethane	4	\$39.00	\$156.00
	Vinyl Chloride	Cis-1,2-Dichloroethylene			
	Benzene	1,2-Dichloropropane			
	Carbon Tetrachloride	Ethylbenzene			
	1,2-Dichloroethane	Monochlorobenzene			
	Trichloroethylene	O-Dichlorobenzene			
	para-Dichlorobenzene	Styrene			
	1,1-Dichloroethylene	Tetrachloroethylene			
	Toluene	Dichloromethane			
	Trans-1,2-Dichloroethylene	1,2,4-Trichlorobenzene			
	Xylenes (Total)	1,1,2-Trichloroethane			
<b>5A.</b>	<b>NAME OF TEST: PESTICIDES / PCBS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Alachlor	Lindane	4	\$335.00	\$1,340.00
	Atrazine	Methoxychlor			
	Carbofuran	Polychlorinated Biphenyl (P			
	Chlordane	Pentachlorophenol			

	Dibromochloropropane	Toxaphene			
	2,4-D	2,4,5-TP (Silvex)			
	Endrin	Dalapon			
	Ethylene Dibromide	Di(2-Ethylhexyl) Phthalate			
	Heptachlor	Di(2-Ethylhexyl) Adipate			
	Heptachlor Epoxide	Diquat			
	Endothall	Benzo (A) Pyrene			
	Glyphosate	Picloram			
	Hexachlorobenzene	Simazine			
	Hexachlorocyclopentadiene	Dinoseb			
	Oxamyl (vydate)				
<b>5B. NAME OF TEST: DIOXIN</b>			<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Dioxin (2, 3, 7, 8 - TCDD)		1	\$200.00	\$200.00
<b>6A. NAME OF TEST: NITROGEN PESTICIDES / PCBS FOR RMP AND ULWP (Surface</b>			<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Simazine	PCB-1016	32	\$42.00	\$1,344.00
	Atrazine	PCB-1221			
	Metribuzin	PCB-1232			
	Alachlor	PCB-1242			
	Bromacil	PCB-1248			
	Metolachlor	PCB-1254			
	Butachlor	PCB-1260			
	Toxaphene				
<b>6B. NAME OF TEST: CHLORINE PESTICIDES / PCBS FOR RMP AND ULWP (Surface</b>			<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Endrin	P,P-DDE	32	\$42.00	\$1,344.00
	G-BHC (Lindane)	Dieldrin			
	A-BHC	P,P-DDT			
	B-BHC	P,P-DDD			
	D-BHC	Hexachlorbenzene			
	Heptachlor	Hexachlorcyclopentadiene			
	Aldrin	Methoxychlor			
	Heptachlor epoxide	Propachlor			
	Endosulfan I	Endrin aldehyde			
	Endosulfan II	Endosulfan sulfate			
<b>7. NAME OF TEST: SECONDARY INORGANICS &amp; PHYSICAL FACTORS</b>			<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Aluminum		4	\$3.90	\$15.60
	Chloride		4	\$5.75	\$23.00
	Color (in color units)		4	\$4.50	\$18.00
	Copper		4	\$3.90	\$15.60
	Foaming Agents		4	\$25.00	\$100.00
	Iron		4	\$3.40	\$13.60
	Manganese		4	\$3.40	\$13.60
	Odor (ton)		4	\$6.50	\$26.00
	pH		4	\$4.00	\$16.00
	Silver		4	\$3.40	\$13.60
	Sulfate		4	\$5.75	\$23.00
	Total Dissolved Solids		4	\$7.00	\$28.00
	Zinc		4	\$3.40	\$13.60
<b>8. NAME OF TEST: GROUP I: UNREGULATED ORGANICS</b>			<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>



	Aldrin	Butachlor	4	\$145.00	\$580.00
	Dieldrin	Carbaryl			
	Aldicarb	Methomyl			
	Aldicarb Sulfoxide	Metolachlor			
	AldicarbSulfone	Metribuzin			
	Dicamba	Propachlor			
	3-Hydroxycarbofuran				
<b>9.</b>	<b>NAME OF TEST: GROUP II: UNREGULATED ORGANIC CONTAMINANTS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Bromobenzene	Trichlorofluoromethane	4	\$39.00	\$156.00
	Bromodichloromethane	Bromomethane			
	Bromoform	Chloroethane			
	Chloroform	P-Chlorptoluene			
	Chloromethane	1,2,3-Trichloropropane			
	Dibromochloromethane	Dibromomethane			
	Dichlorodifluoromethane	1,1-Dichloroethane			
	1,3-Dichloropropene	1,3-Dichloropropane			
	1,1,2,2-Tetrachloroethane	2,2-Dichloropropane			
	1,1-Dichloropropylene	1,3-Dichlorobenzene			
	Methyl Tert-Butyl-Ether (MTBE)	1,1,1,2-Tetrachloroethane			
	O-Chlorotoluene				
<b>10.</b>	<b>NAME OF TEST: GROUP III: UNREGULATED ORGANIC CHEMICALS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	2-Chorophenol	Dimethylphthalate	4	\$75.00	\$300.00
	Phenol	Isophorone			
	2-Methyl-4,6-Dinitrophenol	Diocetylphthalate			
	2,4,6-Trichlorophenol	Diethylphthalate			
	Butyl Benzyl Phthalate	2,4-Dinitrotoluene'			
	Di-N-Butylphthalate				
<b>11.</b>	<b>NAME OF TEST: RADIONUCLIDES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Gross Alpha		15	\$30.00	\$450.00
	Uranium		15	\$12.00	\$180.00
	Radium 226		15	\$55.00	\$825.00
	Radium 228		15	\$55.00	\$825.00
	Radon		8	\$25.00	\$200.00
<b>12.</b>	<b>NAME OF TEST: GENERAL PARAMETERS: (for monitoring wells or samples from river, etc.)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Total Hardness (as CaCO3)		2	\$8.00	\$16.00
	Total Alkalinity (as CaCO3)		2	\$7.50	\$15.00
	Calcium		2	\$3.40	\$6.80
	Magnesium		2	\$3.40	\$6.80
	Bicarbonate (as HCO3)		2	\$7.50	\$15.00
	Carbon Dioxide (as CO2)		2	\$12.00	\$24.00
	Carbonate (as CaCO3)		2	\$7.50	\$15.00
	Hydroxide (as CaCO3)		2	\$7.50	\$15.00
	Conductivity		2	\$7.00	\$14.00
	Hydrogen Sulfide		2	\$14.00	\$28.00
	<b>Nitrogen:</b>				
	TKN (as N)		2	\$15.00	\$30.00
	Ammonia (as N)		2	\$7.00	\$14.00
	Chemical Oxygen Demand		2	\$12.00	\$24.00

Oils and Grease		2	\$35.00	\$70.00
<b>Phosphorus:</b>				
Total (as P)	EPA 508 standards	2	\$9.00	\$18.00
Reactive (as P)	same as ortho phosphorus	2	\$6.00	\$12.00
Total Solids		2	\$9.00	\$18.00
Biochemical Oxygen Demand		2	\$12.00	\$24.00
Potassium		2	\$3.40	\$6.80
Foaming agents		2	\$25.00	\$50.00
Silica		2	\$3.40	\$6.80
Total Organic Carbon (TOC)		4	\$14.00	\$56.00
<b>13. SPECIAL SERVICES:</b>		<b>Amount</b>	<b>% Markup</b>	<b>Extended Cost</b>
24 hour turnaround	vendor to supply %	\$1,000.00	100%	\$1,000.00
3 day turnaround	vendor to supply %	\$1,000.00	50%	\$500.00
5 day turnaround	vendor to supply %	\$1,000.00	25%	\$250.00

<b>SECTION B:</b>				
<b>TESTS FOR WASTEWATER TREATMENT PLANTS &amp; INDUSTRIAL COMPLIANCE</b>				
<b>PRIMARY DRINKING WATER STANDARDS (for Reclaim Water)</b>				
<b>1. NAME OF TEST: INORGANIC PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
Antimony		6	\$3.90	\$23.40
Arsenic		200	\$3.90	\$780.00
Barium		3	\$3.40	\$10.20
Beryllium		6	\$3.40	\$20.40
Cadmium		66	\$3.40	\$224.40
Chromium		66	\$3.40	\$224.40
Cyanide		6	\$16.00	\$96.00
Fluoride		6	\$5.75	\$34.50
Lead		66	\$3.90	\$257.40
Mercury		6	\$12.00	\$72.00
Nickel		6	\$3.40	\$20.40
Nitrate		6	\$5.75	\$34.50
Nitrite		6	\$5.75	\$34.50
Selenium		6	\$3.90	\$23.40
Sodium		260	\$3.40	\$884.00
Thallium		6	\$3.90	\$23.40
<b>2. NAME OF TEST: INORGANIC PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
Asbestos		3	\$100.00	\$300.00
<b>SECONDARY DRINKING WATER STANDARDS (for Reclaim Water)</b>				
<b>3. NAME OF TEST: INORGANIC PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
Aluminum		6	\$3.90	\$23.40
Chloride		6	\$5.75	\$34.50
Color		6	\$4.50	\$27.00
Copper		6	\$3.90	\$23.40
Fluoride		6	\$5.75	\$34.50
Foaming agents		6	\$25.00	\$150.00
Iron		3	\$3.40	\$10.20
Manganese		6	\$3.40	\$20.40
Odor		6	\$6.50	\$39.00

	pH		6	\$4.00	\$24.00
	Silver		6	\$3.40	\$20.40
	Sulfate		6	\$5.75	\$34.50
	Total dissolved solids		6	\$7.00	\$42.00
	Zinc		6	\$3.40	\$20.40
<b>DRINKING WATER STANDARDS (for Reclaim Water)</b>					
<b>4.</b>	<b>NAME OF TEST: TOTAL TRIHALOMETHANES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Total trihalomethanes - sum of concentrations of:		200	\$25.00	\$5,000.00
	Bromodichloromethane	(Chloroform)			
	Dibromochloromethane	Bromoform			
<b>5.</b>	<b>NAME OF TEST: RADIOCHEMICALS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Gross alpha	Radium 228	40	\$152.00	\$6,080.00
	Radium 226	Uranium			
<b>6.</b>	<b>NAME OF TEST: VOLATILE ORGANICS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	1,2,4 trichlorobenzene	Carbon tetrachloride	12	\$39.00	\$468.00
	Cis - 1,2 - dichloroethylene	1,2 - dichloropropane			
	Xylenes (total)	Trichloroethylene			
	Dichloromethane	1,1,2 - trichloroethane			
	O-dichlorobenzene	Tetrachloroethylene			
	Para - dichlorobenzene	Monochlorobenzene			
	Vinyl chloride	Benzene			
	1,1 - dichloroethylene	Toluene			
	Trans - 1,2 - dichloroethylene	Ethylbenzene			
	1,2 - dichlorethane	Styrene			
	1,1,1 - trichloroethane				
<b>7.</b>	<b>NAME OF TEST: PESTICIDE / PCB'S</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Endrin	Oxamyl (vydate)	3	\$335.00	\$1,005.00
	Lindane	Simazine			
	Methoxychlor	Di (2 - ethylhexyl) phthalate			
	Toxaphene	Picloram			
	Dalapon	Dinoseb			
	Diquat	Hexachlorocyclopentadiene			
	Endothall	Carbofuran			
	Glyphosate	Atrazine			
	Di (2 - ethylhexyl) adipate	Alachlor			
	Heptachlor	Pentachlorophenol			
	Heptachlor Epoxide	PCB			
	2,4 - D	Dibromochloropropane			
	2,4,5 - TP (silvex)	Ethylene dibromide			
	Hexachlorobenzene	Chlordane			
	Benzo (a)pyrene				
<b>8.</b>	<b>NAME OF TEST: PESTICIDE / PCB'S</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	2,3,7,8 - TCDD (Dioxin)	Quantitative Only, no scans accepted	6	\$200.00	\$1,200.00
	<b>NAME OF TEST: HALOACETIC ACIDS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Monochloroacetic acid	Trichloroacetic acid	175	\$45.00	\$7,875.00
	Dichloroacetic acid	Dibromoacetic acid			
	Monobromoacetic acid				

PRIORITY POLLUTANTS (40 CFR PART 122 APPENDIX D; TABLES II, III)					
<b>9.</b>	<b>NAME OF TEST: VOLATILES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Acetone		3	\$40.00	\$120.00
	Acrolein	1,2 - dichloropropane	26	\$40.00	\$1,040.00
	Acrylonitrile	1,3 - dichloropropylene			
	Benzene	Ethylbenzene			
	Bromoform	Methyl bromide			
	Carbontetrachloride	Methyl chloride			
	Chlorobenzene	Methylene chloride			
	Chlorodibromomethane	1,1,2,2 - tetrachloroethane			
	Chloroethane Ethylbenzene	Tetrachloroethylene			
	2 - chloroethylvinyl ether	Toluene			
	Chloroform	1,2 - trans - dichloroethylene			
	dichlorobromomethane	1,1,1 - trichloroethane			
	1,1 - dichloroethane	1,1,2 - trichloroethane			
	1,2 - dichloroethane	Trichloroethylene			
	1,1 - dichloroethylene	Vinyl chloride			
<b>10.</b>	<b>NAME OF TEST: ACID COMPOUNDS</b>	<b>analysis for 13 also analyzed for 14</b>	<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	2-chlorophenol	2-nitrophenol	15	\$38.00	\$570.00
		4-nitrophenol			
	2,4 - dichlorophenol	p-chloro-m-cresol			
	2,4 - dimethylphenol	Pentachlorophenol			
	4,6 - dinitro-o-cresol	Phenol			
	2,4 - dinitrophenol	2,4,6 - trichlorophenol			
<b>11.</b>	<b>NAME OF TEST: BASE / NEUTRAL</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Acenaphthene	2-chloronaphthalene	15	\$38.00	\$570.00
	Acenaphthylene	4-chlorophenyl phenyl ether			
	Anthracene	Chrysene			
	Benzidine	Dibenzo (a,h) anthracene			
	Benzo(a) anthracene	1,2 - dichlorobenzene			
	Benzo (a) pyrene	1,3 - dichlorobenzene			
	3,4 - benzofluoranthene	1,4 - dichlorobenzene			
	Benzo (ghi) perylene	3,3 - dichlorobenzidine			
	Benzo (kl) fluoranthene	Diethyl phthalate			
	Bis (2-chloroethoxy) methane	Dimethylphthalate			
	Bis (2-chloroethyl) ether	Di-n-butyl phthalate			
	Bis (2-chloroisopropyl) ether	2,4 - dinitrotoluene			
	Bis (2-ethylhexyl) phthalate	2,6 - dinitrotoluene			
	4-bromophenyl phenyl ether	Di-n-octyl phthalate			
	Butylbenzyl phthalate	Fluoranthene			
	1,2 - diphenylhydrazine (as azobenzene)	Fluorene			
	Hexachlorobenzene	Nitrobenzene			
	Hexachlorobutadiene	N-nitrosodimethylamine			
	Hexachlorocyclopentadiene	N-nitrosodi-n-propylamine			
	Hexachloroethane	N-nitrosodiphenylamine			
	Indeno (1,2,3 - Cd) pyrene	Phenanthrene			
	Isophorone	Pyrene			

	Napthalene	1,2,4 - trichlorobenzene			
<b>12.</b>	<b>NAME OF TEST: PESTICIDES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Aldrin	PCB - 1242	15	\$43.00	\$645.00
	Alpha - BHC	PCB - 1254			
	Beta - BHC	PCB - 1221			
	Gamma - BHC	PCB - 1232			
	Delta - BHC	PCB - 1248			
	Chlordane	PCB - 1260			
	4,4' - DDT	PCB - 1016			
	4,4' - DDE	Toxaphene			
	4,4' - DDD	Endrin			
	Dieldrin	Endrin aldehyde			
	Alpha - endosulfan	Heptachlor			
	Beta - endosulfan	Heptachlor epoxide			
	Endosulfan sulfate				
<b>13.</b>	<b>NAME OF TEST: INORGANIC (AND TOTAL PHENOLS)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Aluminum		6	\$3.40	\$20.40
	Antimony		6	\$3.40	\$20.40
	Arsenic		10	\$3.40	\$34.00
	Beryllium		6	\$3.40	\$20.40
	Cadmium		35	\$3.40	\$119.00
	Chromium		35	\$3.40	\$119.00
	Chloride		25	\$5.75	\$143.75
	Copper		35	\$3.40	\$119.00
	Iron		6	\$3.40	\$20.40
	Lead		35	\$3.40	\$119.00
	Mercury		6	\$12.00	\$72.00
	Molybdenum		35	\$3.40	\$119.00
	Nickel		35	\$3.40	\$119.00
	Selenium		10	\$3.40	\$34.00
	Silver		30	\$3.40	\$102.00
	Thallium		6	\$3.40	\$20.40
	Zinc		35	\$3.40	\$119.00
	Cyanide		24	\$16.00	\$384.00
	Total phenols		5	\$17.50	\$87.50
	<b>TCLP (TOXICITY CHARACTERISTIC LEACHING PROCEDURE)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
<b>14.</b>	TCLP Non-volatile extraction (EPA 1311)		6	\$24.00	\$144.00
<b>15.</b>	TCLP Zero Headspace Extraction (ZHE-EPA 1311)		6	\$24.00	\$144.00
<b>16.</b>	TCLP Target Metals		6	\$35.80	\$214.80
	Arsenic				
	Barium				
	Cadmium				
	Chromium				
	Lead				
	Mercury				
	Selenium				
	Silver				
<b>17.</b>	TCLP Target Pesticides		6	\$58.00	\$348.00

	Chlordane			
	Endrin			
	Heptachlor (and its hydroxide)			
	Lindane			
	Methoxychlor			
	Toxaphene			
18.	TCLP Target Herbicides	6	\$64.00	\$384.00
	2,4-D			
	2,4,5-TP (Silvex)			
19.	TCLP Target BNA	6	\$75.00	\$450.00
	o-Cresol			
	m-Cresol			
	p-Cresol			
	Cresol (Total)			
	2,4-Dinitrotoluene			
	Hexachlorobenzene			
	Hexachloro-1,3-butadiene			
	Hexachloroethane			
	Nitrobenzene			
	Pentachlorophenol			
	Pyridine			
	2,4,5-Trichlorophenol			
	2,4,6-Trichlorophenol			
20.	TCLP Target Volatiles	6	\$39.00	\$234.00
	Benzene			
	Carbon tetrachloride			
	Chlorobenzene			
	Chloroform			
	1,4-Dichlorobenzene			
	1,2-Dichloroethane			
	1,1-Dichloroethylene			
	Methyl ethyl ketone			
	Tetrachloroethylene			
	Trichloroethylene			
	Vinyl chloride			
21.	Full TCLP (ZHE+NVE+Metals+Pest+Herb+BNA+VOA)	6	\$319.80	\$1,918.80
<b>GENERAL PARAMETERS</b>				
22.	<b>NAME OF TEST: METALS</b>	<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Aluminum	25	\$3.40	\$85.00
	Antimony	25	\$3.40	\$85.00
	Arsenic	25	\$3.40	\$85.00
	Barium	25	\$3.40	\$85.00
	Beryllium	25	\$3.40	\$85.00
	Boron	5	\$3.40	\$17.00
	Cesium	5	\$110.00	\$550.00
	Cadmium	25	\$3.40	\$85.00
	Calcium	25	\$3.40	\$85.00

Chromium		25	\$3.40	\$85.00
Cobalt		25	\$3.40	\$85.00
Copper		25	\$3.40	\$85.00
Iron		25	\$3.40	\$85.00
Lead		25	\$3.40	\$85.00
Magnesium		25	\$3.40	\$85.00
Manganese		25	\$3.40	\$85.00
Molybdenum		25	\$3.40	\$85.00
Nickel		25	\$3.40	\$85.00
Potassium		25	\$3.40	\$85.00
Selenium		25	\$3.40	\$85.00
Silver		25	\$3.40	\$85.00
Sodium		25	\$3.40	\$85.00
Strontium		5	\$3.40	\$17.00
Titanium		25	\$3.40	\$85.00
Tin		25	\$3.40	\$85.00
Thallium		25	\$3.40	\$85.00
Silica		5	\$3.40	\$17.00
Vanadium		25	\$3.40	\$85.00
Zinc		25	\$3.40	\$85.00
Mercury by 1631		5	\$52.00	\$260.00
<b>23. NAME OF TEST: INORGANIC PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
Alkalinity (as CaCo3)		10	\$7.50	\$75.00
Ammonia (as N)		45	\$7.00	\$315.00
TKN		15	\$15.00	\$225.00
Nitrate (as N)		10	\$5.75	\$57.50
Nitrite (as N)		10	\$5.75	\$57.50
Total N		6	\$0.00	\$0.00
Chloride		10	\$5.75	\$57.50
Sulfate		10	\$5.75	\$57.50
Calcium		25	\$3.40	\$85.00
Magnesium		25	\$3.40	\$85.00
Non-filterable residues (TSS)		6	\$7.00	\$42.00
Volatile residues (VSS)		6	\$8.00	\$48.00
Specific conductance		6	\$7.00	\$42.00
Turbidity		6	\$5.00	\$30.00
Bromide		6	\$5.75	\$34.50
Hardness		6	\$8.00	\$48.00
Total phosphorous		10	\$8.50	\$85.00
Orthophosphate		6	\$6.00	\$36.00
Total residual chlorine		6	\$4.00	\$24.00
Oil & grease		15	\$35.00	\$525.00
Hydrogen sulfide		6	\$14.00	\$84.00
Sulfite		6	\$12.00	\$72.00
% total solids		6	\$12.00	\$72.00
TRPH - (EPA 1664)		15	\$35.00	\$525.00
<b>24. NAME OF TEST: DEMANDS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
cBOD5		6	\$12.00	\$72.00

	BOD5		6	\$12.00	\$72.00
	COD		10	\$12.00	\$120.00
	TOC		50	\$14.00	\$700.00
<b>25.</b>	<b>NAME OF TEST: MICROBIOLOGY</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Fecal coliforms		6	\$9.00	\$54.00
	MPN fecal coliform		6	\$70.00	\$420.00
	Total coliform		6	\$9.00	\$54.00
	Heterotrophic plate count		6	\$14.00	\$84.00
	E. coli		6	\$9.00	\$54.00
	Enterococci		6	\$20.00	\$120.00
<b>26.</b>	<b>NAME OF TEST: BACTERIOLOGICAL QUALITY OF DI WATER (STANDARD METHODS 9020B)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Metals	Std methods 9020B (22nd edition); Table 9020:II	2	\$20.40	\$40.80
	Student's T Test		2	\$200.00	\$400.00
	Colony Ratio		2	\$20.00	\$40.00
<b>27.</b>	<b>NAME OF TEST: FIELD PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	pH		2	\$0.00	\$0.00
	Temperature		2	\$0.00	\$0.00
	Specific conductance		2	\$0.00	\$0.00
	Dissolved oxygen		2	\$0.00	\$0.00
	Turbidity		2	\$0.00	\$0.00
	Field sampling (including, but not limited to, air meter, airfare, meals, mileage, labor, materials and equipment etc.) (Hourly Rate)		1	\$75.00	\$75.00
	Total residual chlorine		2	\$0.00	\$0.00
<b>28.</b>	<b>NAME OF TEST: BIOSOLIDS FOR THE DRYER (40 CFR PART 503)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	503 Metals		48	\$55.50	\$2,664.00
	Potassium (% Dry Weight)		48	\$4.50	\$216.00
	Total Nitrogen (% Dry Weight)		5	\$21.00	\$105.00
	Total Phosphorus (% Dry Weight)		5	\$8.50	\$42.50
	% Total Solids		5	\$7.00	\$35.00
	pH		5	\$4.00	\$20.00
	Fecal MPN		1	\$70.00	\$70.00
<b>29.</b>	<b>NAME OF TEST: PETROLEUM RANGE ORGANICS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	FDEP Method FL-PRO		5	\$42.00	\$210.00
<b>OTHER MISCELLANEOUS TESTING</b>					
<b>30.</b>	<b>NAME OF TEST: HALOACETIC ACIDS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Monochloroacetic acid	Trichloroacetic acid	200	\$45.00	\$9,000.00
	Dichloroacetic acid	Dibromoacetic acid			
	Monobromoacetic acid				
<b>31.</b>	<b>NAME OF TEST: TOTAL TRIHALOMETHANES</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Total trihalomethanes - sum of concentrations of:		200	\$25.00	\$5,000.00
	Bromodichloromethane	Trichloromethane (Chloroform)			
	Dibromochloromethane	Bromoform			
<b>32.</b>	<b>TIC (GC/MS) - From lab's existing GC/MS analysis list</b>		3	\$5.00	\$15.00
<b>33.</b>	<b>TIC (GC/MS) - Volatiles</b>		3	\$5.00	\$15.00
<b>34.</b>	<b>TIC (GC/MS) - Semi-Volatiles</b>		3	\$5.00	\$15.00
<b>35.</b>	<b>1,4 Dioxane via EPA 522 or equivalent</b>		10	\$55.00	\$550.00



36.	Sulfide		25	\$14.00	\$350.00
37.	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS) (from Section C)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
A	Appendix I organic constituents		4	\$67.00	\$268.00
B	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011		4	\$22.00	\$88.00
38.	EPA 9020, TOX		168	\$112.50	\$18,900.00
39.	Specific Gravity / Bulk Density		5	\$30.00	\$150.00
40.	Cyanide (Soil Matrix)		3	\$25.00	\$75.00
41.	Sulfide (Soil Matrix)		3	\$25.00	\$75.00
42.	<b>SPECIAL SERVICES:</b>		<b>Amount</b>	<b>% Markup</b>	<b>Extended Cost</b>
	24 hour turnaround	vendor to supply %	\$1,000.00	100%	\$1,000.00
	3 day turnaround	vendor to supply %	\$1,000.00	50%	\$500.00
	5 day turnaround	vendor to supply %	\$1,000.00	25%	\$250.00

<b>SECTION C:</b>					
<b>SOLID WASTE - LENA AND ERIE ROAD LANDFILLS</b>					
<b>LEACHATE PARAMETERS:</b>					
1.	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX II</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	All Appendix II parameters		3	\$485.90	\$1,457.70
2.	<b>NAME OF TEST: FIELD PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Specific Conductivity		6	\$0.00	\$0.00
	pH		6	\$0.00	\$0.00
	Dissolved Oxygen		6	\$0.00	\$0.00
	Colors, Sheen (by observation)		6	\$0.00	\$0.00
	Field sampling (Including, but not limited to, all hotel, airfare, meals, mileage, labor, material,s and equipment etc.) (Hourly Rate)		1	\$75.00	\$75.00
3.	<b>NAME OF TEST: GENERAL PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Total Ammonia - N		6	\$7.00	\$42.00
	Bicarbonates		6	\$7.50	\$45.00
	Chlorides		6	\$5.75	\$34.50
	Iron		6	\$3.40	\$20.40
	Mercury	detect limit require analysis 1	6	\$52.00	\$312.00
	Nitrate		6	\$5.75	\$34.50
	Sodium		6	\$3.40	\$20.40
	Total Dissolved Solids		6	\$7.00	\$42.00
<b>GROUNDWATER PARAMETERS:</b>					
4.	<b>NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Appendix I organic constituents		48	\$67.00	\$3,216.00
	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011		48	\$22.00	\$1,056.00
5.	<b>NAME OF TEST: FIELD PARAMETERS</b>		<b>Tests per year</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	Specific Conductivity		48	\$0.00	\$0.00
	pH		48	\$0.00	\$0.00
	Static Water Level (Before Purging)		48	\$0.00	\$0.00
	Dissolved Oxygen		48	\$0.00	\$0.00
	Turbidity		48	\$0.00	\$0.00
	Termperature		48	\$0.00	\$0.00
	Colors, Sheen (By Observation)		48	\$0.00	\$0.00
	Field sampling (Including, but not limited to, all hotel, airfare, meals, mileage, labor, material,s and equipment etc.) (Hourly Rate)		1	\$75.00	\$75.00

6.	NAME OF TEST: GENERAL PARAMETERS		Tests per year	Unit Price	Extended Cost
	40 CFR Part 258 Appendix I (Inorganic Constituents)		48	\$53.50	\$2,568.00
	Total Ammonia - N		48	\$7.00	\$336.00
	Chlorides		48	\$5.75	\$276.00
	Iron		48	\$3.40	\$163.20
	Mercury		48	\$12.00	\$576.00
	Nitrate - N		48	\$5.75	\$276.00
	Sodium		48	\$3.40	\$163.20
	Total Dissolved Solids		48	\$7.00	\$336.00
<b>SURFACE WATER PARAMETERS:</b>					
7.	NAME OF TEST: 40 CFR, PART 258, APPENDIX I (ORGANIC CONSTITUENTS)		Tests per year	Unit Price	Extended Cost
	Appendix I organic constituents		4	\$67.00	\$268.00
	Dibromochloropropane (DBCP); Ethylene dibromide (EDB) by EPA 8011		4	\$22.00	\$88.00
8.	NAME OF TEST: FIELD PARAMETERS		Tests per year	Unit Price	Extended Cost
	Specific Conductivity		4	\$0.00	\$0.00
	pH		4	\$0.00	\$0.00
	Dissolved Oxygen		4	\$0.00	\$0.00
	Turbidity		4	\$0.00	\$0.00
	Temperature		4	\$0.00	\$0.00
	Colors, Sheen (By Observation)		4	\$0.00	\$0.00
	Field sampling (Including, but not limited to, all hotel, airfare, meals, mileage, labor, material, and equipment etc.) (Hourly Rate)		1	\$75.00	\$75.00
9.	NAME OF TEST: GENERAL PARAMETERS		Tests per year	Unit Price	Extended Cost
	40 CFR, PART 258, APPENDIX I (INORGANIC CONSTITUENTS)		4	\$53.50	\$214.00
	Chlorophyll A		4	\$24.00	\$96.00
	Unionized Ammonia		4	\$7.00	\$28.00
	Total Hardness		4	\$8.00	\$32.00
	Biochemical Oxygen Demand		4	\$12.00	\$48.00
	Copper		4	\$3.40	\$13.60
	Iron		4	\$3.40	\$13.60
	Mercury, EPA 1631		4	\$52.00	\$208.00
	Nitrate		4	\$5.75	\$23.00
	Zinc		4	\$3.40	\$13.60
	Total Dissolved Solids		4	\$7.00	\$28.00
	Total Organic Carbon		4	\$14.00	\$56.00
	Fecal Coliform		4	\$9.00	\$36.00
	Total Phosphorous		4	\$8.50	\$34.00
	Total Nitrogen		4	\$15.00	\$60.00
	Chemical Oxygen Demand		4	\$12.00	\$48.00
	Total Suspended Solids		4	\$7.00	\$28.00
10.	SPECIAL SERVICES:		Amount	% Markup	Extended Cost
	24 hour turnaround	vendor to supply %	\$1,000.00	100%	\$1,000.00
	3 day turnaround	vendor to supply %	\$1,000.00	50%	\$500.00
	5 day turnaround	vendor to supply %	\$1,000.00	25%	\$250.00

**EXHIBIT C**  
**AFFIDAVIT OF NO CONFLICT**

STATE OF Florida

COUNTY OF Broward

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_  
Craig Bennett, as [INSERT TITLE] General Manager of  
[INSERT SUPPLIER NAME] Pace Analytical Services, LLC, with full authority to bind  
(hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that  
CONTRACTOR:

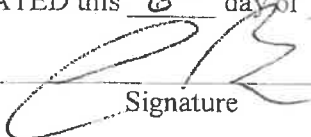
(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

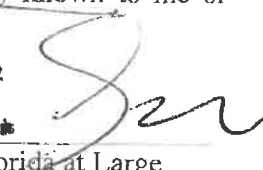
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-R070458JE for Supplemental Laboratory Services.

DATED this 6<sup>th</sup> day of APRIL, 2019.

  
Signature

The foregoing instrument was sworn to and acknowledged before me this 6 day of April, 2019, by CRAIG BENNETT, as \_\_\_\_\_ of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

 ROSSY GUIMA  
MY COMMISSION # GG 085282  
EXPIRES: April 15, 2021  
Bonded Through Budget Notary Service

  
Notary Public, State of Florida at Large

Commission No. GG 085282

**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<p>1. <input checked="" type="checkbox"/> <b>Automobile Liability Insurance:</b></p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$<u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$<u>10,000</u> Medical Payments</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> <b>Commercial General Liability Insurance:</b></p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$<u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> <b>Employer's Liability Insurance</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• \$<u>100,000</u> Each Accident</li> <li>• \$<u>500,000</u> Disease Each Employee</li> <li>• \$<u>500,000</u> Disease Policy Limit</li> <li>• </li> </ul>
<p>4. <input checked="" type="checkbox"/> <b>Worker's</b></p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>

<p><b>Compensation Insurance</b></p> <p><input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b></p> <p><input type="checkbox"/> <b>Jones Act Coverage</b></p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>• If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>• \$ _____ General Aggregate</li> </ul>
<p>7. <input type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• 100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p><b>(E&amp;O) Liability Insurances</b></p>	<ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ <u>2,000,000</u> General Aggregate</li> </ul>
<p>9. <input type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability Insurance</b></p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurance (As Noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a \$1,000,000</li> </ul>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>• Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• <u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>
<p>14. <input type="checkbox"/> <b>Garage Keeper’s Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>

<p><b>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.</li> </ul>
<p><b>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$10,000 Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p><b>17. <input type="checkbox"/> Other [Specify]</b></p>	

<b><u>BOND REQUIREMENTS</u></b>	
<p><b>1. <input type="checkbox"/> Bid Bond</b></p>	<p>A Bid Bond in the amount of \$ _____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>



2. <input type="checkbox"/> <b>Payment and Performance Bond</b>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

## INSURANCE REQUIREMENTS

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
  - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

**CONTRACTOR'S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

CONTRACTOR

Name: Pace Analytical Services, LLC Date: 4-11-19

Authorized Signature: 

Print Name: Craig Bennett

Insurance Agency: Willis of Minnesota, Inc.

Agent Name: Kris Kline Agent Phone: 763-302-7231

Surety Agency: N/A

Surety Name: N/A Surety Phone: N/A

*Please return this completed and signed statement with your agreement.*