

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 4, 2021

CONSENT AGENDA
ITEM 5

**Piggy-back on Sarasota County Contract with Benchmark EnviroAnalytical Inc.
for Laboratory Services**

Recommended Action -

Motion to approve piggybacking on Sarasota County's Contract with Benchmark EnviroAnalytical Inc. for Laboratory Services and authorization for the Executive Director to execute an Agreement for these services.

The Authority requires ongoing water quality analytical services associated with our water treatment, storage, distribution, and monitoring operations. The Authority's current contract for these services with Benchmark EnviroAnalytical Inc. (Palmetto FL) will expire this summer. The Authority has received excellent service at very good pricing from this local company for many years and staff proposes to continue these lab services through a piggy-back arrangement on Sarasota County's contract with Benchmark EnviroAnalytical (Benchmark). Sarasota County completed a competitive selection process for laboratory services for the County Utilities Department in 2021, selecting Benchmark to provide these services. The Sarasota County's contract term is for an initial three years with up to two – one-year extensions. Cost comparison shows the costs in the Sarasota County Contract, while slightly higher than those in the Authority's current (expiring) contract with Benchmark EA, are comparable to, or lower than, those costs in most Authority laboratory Services contracts dating back to 2012. The comparison is discussed in the attached staff memorandum (Tab A).

Section 189.4221 Florida Statutes, and the Authority's Procurement Policy allows the Authority, as a Special District to "piggyback" on contracts from other local government, municipality or other Special Districts for commodities and contractual services if the following requirements are met:

- The Authority's procurement process is similar to that used by the other local government to procure the commodities or services (confirmed)
- The Authority accepts the same terms as the contracting local government (confirmed)
- The contractor will agree to the "piggybacking" (confirmed)

Considering the record of excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Sarasota County contract with Benchmark EA for laboratory services.

Budget Action: No action needed.

Attachments

Tab A: Staff Memorandum Supporting Contract with Benchmark Enviro Analytical Inc.

Tab B: Contract Between Authority and Benchmark Lab for Laboratory Services.

Tab C: Vendor Agreement to Piggy-Back Contract Arrangement.

Tab D: Sarasota County Bid and Contract Documents for Laboratory Services.

TAB A
Staff Memorandum

MEMORANDUM

DATE: July 14, 2021
TO: Patrick Lehman, Executive Director
THROUGH: Mike Coates, Deputy Director
FROM: Sam Stone, Land and Environmental Services Manager
RE: Contract with Benchmark Enviro Analytical Inc for Laboratory Services.

Recommendation

Recommend approval for piggybacking on Sarasota County's Contract with Benchmark EnviroAnalytical Inc. (Benchmark EA) of Palmetto, Florida for laboratory services, and authorization for the Executive Director to execute an Agreement for these services.

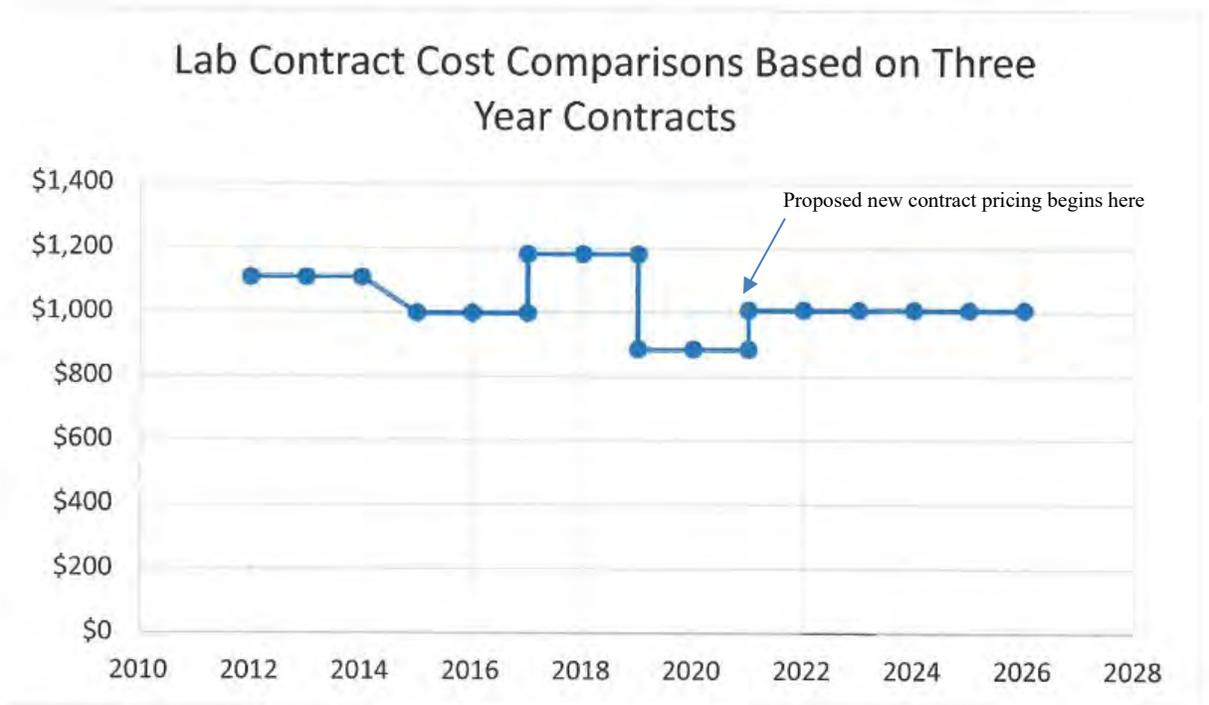
Background

The Authority's current contract with Benchmark EA for laboratory analytical services will expire later this month. Access to these services is necessary for to our regulatory compliance submittals and it supports our daily water supply operations. During last nine (9) years the Authority has consistently used the "piggyback" contract process for procurement of certified state drinking water laboratory services. All local governments that we have piggybacked with utilize a procurement process similar to the Authority, complying with all requirements of the State of Florida. Using the piggyback process for these contract services saves considerable staff time, and has historically yielded very competitive prices while facilitating consistency in sample analysis, rapid turn-around times, and very good quality service from a local owned company.

Figure 1 below compares changes in contracted lab cost over the past nine (9) years with the proposed 2021 Sarasota County piggyback contract costs. To standardize this comparison, a list of commonly analyzed chemical parameters was selected and costs were totaled for this list on each of the previous contracts as well as the currently proposed piggyback contract. The review shows that the costs in the Sarasota County Contract, while higher than those in the Authority's current (expiring) contract with Benchmark EA, are comparable or lower than those costs in most Authority contracts with Benchmark EA dating back to 2012.

Considering the historically excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Sarasota County contract with Benchmark EA for laboratory services.

Figure 1



TAB B

Contract between Authority and Benchmark EA for Laboratory Services

CONTRACT BETWEEN PEACE RIVER
MANASOTA REGIONAL WATER SUPPLY
AUTHORITY
AND BENCHMARK ENVIROANALYTICAL, INC.
FOR WATER QUALITY ANALYSIS

This Contract is entered into by and between the Peace River Manasota Regional Water Supply Authority ("Authority"), whose address is, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Benchmark EnviroAnalytical, Inc., whose address is 1711 12th Street East, Palmetto Florida 34221, under the terms and conditions set forth in the August 23, 2021 Benchmark EnviroAnalytical Inc., contracted with Sarasota County of Florida, for Laboratory Services ("Contract") (Attached hereto).

Section 189.4221 Florida Statutes (F.S.) and Article 9 of the Peace River Manasota Regional Water Supply Authority Procurement Policy allows the Authority, as a Special District, to "piggyback" on contracts from other local governments, municipalities or other Special Districts for commodities and contractual services. On August 4, 2021 the Authority's Board approved "piggybacking" on Sarasota County's contract with Benchmark EnviroAnalytical, Inc.

All the terms and conditions, covenants and representations contained in the Contract, except as modified by this document, are hereby incorporated by reference and deemed to be a part of the Contract as if fully set forth herein. The terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the Contract and any amendments thereto.

1. Substituted Party. All references in the Contract to Sarasota County shall extend, and be equally applicable, to the Authority for work performed hereunder by Benchmark EnviroAnalytical, Inc., for the Authority. Except for terms that conflict with those herein, both the Authority and Benchmark EnviroAnalytical, Inc., agree to be equally bound by the Contract as if it were fully and directly entered into between the Authority and Benchmark EnviroAnalytical, Inc.

2. Term of this Contract. The term of this contract will commence on August 23, 2021 and continue for a period of three (3) years. The contract term may be renewed for up to two additional one-year periods subject to written agreement of both parties.

3. Taxes. The Authority is exempt from payment of all sales, use or excise taxes.

4. Payment. The Authority will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S.

5. Contingency. The Authority's performance and obligations to pay under the Contract is contingent upon the Authority's Board appropriating funds for each year of this Contract.

6. Venue. Any action referenced in the Contract will be brought in Sarasota County, Florida.

7. Public Record Law. Each party will allow public access to documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, F.S. The Authority will not be required to hold confidential any information or records required to be made available to the public pursuant to Section 119, F.S.

8. Insurance. All policies of insurance, except Workers Compensation, shall contain endorsements naming the "Peace River Manasota Regional Water Supply Authority, its officers, employees, agents and volunteers" as additional insured with respect to liabilities arises out of the performance of services contained herein.

9. Survival. Provisions in the Contract that survive termination or expiration include those relating to liability, indemnification, governing law, public records law, confidentiality, and others which by their nature are intended to survive.

Should any representative of Benchmark EnviroAnalytical, Inc., have any questions for operating under this Contract, Mike Coates is the Authority's contact representative. His phone number is: 941-316- 1776.

Peace River Manasota
Regional Water Supply Authority

Date

Executive Director

Benchmark EnviroAnalytical, Inc.

Date

Dale D. Dixon, Laboratory Director

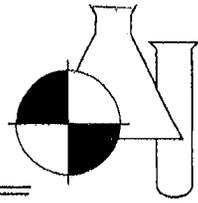
PREPARED BY

Douglas Manson, General Counsel
Peace River Manasota
Regional Water Supply Authority

TAB C
Vender Correspondence Agreeing to Piggy-Back Contract Agreement

BENCHMARK

EnviroAnalytical, Inc.



July 14, 2021

Mike Coates, P.G.
Deputy Director
PRMRWSA

Mr. Coates,

This letter confirms Benchmark is amenable to allowing PRMRWSA to piggyback Sarasota County contract for Bid No. 15-16-00IT6. Water Quality Analysis was awarded to BenchmarkEA by Sarasota County Board of Commissioners on July 13, 2021

Regards,

A handwritten signature in cursive script that reads "Dale Dixon".

Dale Dixon, Ph.D.
Laboratory Director

TAB D
Sarasota County Bid and Contract Documents for Laboratory Services

Periscope S2G (formerly BidSync) Vendor FAQ's
Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
Addenda	<p>If addenda were issued as part of the solicitation, they will appear in red at the bottom of the page.</p> <p>A red "A" will appear next to the bid Title if any addenda have been issued.</p>
Bid Packet	<p><i>Click "download bid packet" to download a PDF version of all of the bid documents.</i></p> <p>Bidders still need to click on each document individually before they system will permit them to place an offer.</p>
Periscope S2G Support	<p>Contact Periscope S2G Support at 800-990-9339 Option 1, or send an email to s2g-support@periscopeholdings.com</p>
Can I turn off notifications from "Links Plus" in Periscope S2G?	<p>Vendors who do not wish to receive Links Plus notifications can turn off those notifications by logging into their account and selecting "My Account">selecting "Notifications"> then unselecting "Send me a daily list of Periscope S2G Links Plus bids".</p>
Can I limit notifications to Sarasota County bids?	<p>No. Periscope no longer allows you to limit to specific entities however, you can limit to specific provinces or states. Vendors can edit their Company Profile to only receive bids from certain areas.</p> <p>Under Account preferences</p> <p>Click on the Bid Profile Tab</p> <p>Click on the pencil icon on the right of the <Sales Territories></p> <p>Click <Select States/Provinces></p> <p>Click applicable states. They will turn orange once selected</p> <p>Click <Save></p> <p>The Sales Territories will be default selected, like your keywords, every time you login to the S2G tool. The Account preferences allow you to make permanent changes that update your notifications and pre-load these settings when searching manually in the tool. You can always adjust your searches to include different areas and keywords that don't impact the notifications or the defaults in your Bid Profile.</p>
Documents	<p>Bidders must open every document associated with the solicitation to be granted access to place a bid.</p> <p>After a document has been viewed, "viewed" will appear next to the document on the Documents tab.</p> <p>If the document requires a response from the vendor, "pending acceptance" will appear next to the document until the document has been completed and electronically signed by the vendor. After the document has been signed "accepted" will appear next to the document name.</p> <p>When all documents have been viewed/accepted, "place offer" will appear at the bottom of the page.</p>
Electronic Signature	<p>Bidders must enter their password, which serves as an electronic signature, when placing an offer, completing forms and uploading documents.</p>
Fees. Is there a fee to access Sarasota County solicitations in Periscope S2G?	<p>No. Sarasota County pays an annual fee to post bids to Periscope S2G. There is no fee for a vendor to view, download or respond to Sarasota County solicitations. If you receive undesired marketing emails or notifications from Periscope S2G, you can unsubscribe from those emails by scrolling to the bottom of the email message</p>

Periscope S2G (formerly BidSync) Vendor FAQ's
Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
	and clicking the “unsubscribe” link.
General Terms and Conditions	Bidders must review the General Terms and Conditions of the solicitation before they will be granted access to place a bid.
How do I register to participate in Sarasota County solicitations?	To participate in future bidding opportunities, go to https://prod.bidsync.com/sarasota-county Click on “register here”. The registration process will take less than five minutes.
Placing an Offer	<p>After completing the electronic bid form, vendors must click “review response”. After reviewing the response, vendors must “confirm” their offer by entering their password and clicking “Confirm and Submit Response”. Please note, if you do not complete this step, your offer will not be submitted.</p> <p>If a bidder clicks “place offer” without viewing the bid documents, a pop-up box will appear alerting them that documents were not viewed.</p> <p>Offers can be edited or withdrawn by a bidder at any time prior to the bid submittal deadline.</p>
PlanHolder’s	<p>To become a planholder and/or view a list of bid planholder’s, click the Planholder’s List tab and click “Subscribe”.</p> <p>To see a list of vendors who have viewed the solicitation, from the Details tab, click “Vendor viewed report”.</p>
Qualifications	<p>If there are qualifications associated with a solicitation, the bidder must complete the electronic qualification forms before they are permitted to place a bid.</p> <p>Click “view required qualifications” to complete qualification forms. Qualifications can be updated by vendors at any time.</p>
Questions & Answers	<p>Vendors must use the Q&A tab in Periscope S2G to submit bid specific questions. To submit a question, click on the Q&A tab and click <Ask a question>. Type your question in the popup box and click <submit>.</p> <p>Responses to all questions asked will be visible on the Q&A tab.</p>
Registration	To register, go to https://prod.bidsync.com/sarasota-county and click “Register for Free” at the top of the page.
Training – Is Periscope S2G training available for vendors?	Please contact Periscope S2G at 1-800-990-9339 option 1, and let them know you would like training on how to use Periscope S2G.
Uploading Documents	<p>Some solicitations require bidders to submit documents (resumes, licenses, letters of interest, etc.) with their offer. To upload required documentation, click “Upload Attachment” (on the line item).</p> <p>When the Upload Document pop up screen appears, click <browse> to locate the file you wish to upload. Click on the document file name and click OK. Click <Submit> and a progress bar will appear. When the document has been successfully uploaded, it will appear on the line item under “Attachments”.</p> <p>To save the document to your “offer”, you must click <Review Response>, enter your password and click “Confirm & Submit Response”.</p> <p>Click <View Offer Report> to ensure required documents have been uploaded to your offer prior to the submittal deadline.</p>

Periscope S2G (formerly BidSync) Vendor FAQ's

Periscope S2G Support 800-990-9339 Option 1

QUESTION	RESPONSE
What are "Links" and "Links Plus?"	<p>There are two parts to the Periscope S2G system. Sarasota County is a member of "Links". Bids that appear in "Links" are free to vendors.</p> <p>Links Plus is an additional paid service that is available to vendors who wish to subscribe</p>



NOTICE OF RECOMMENDED AWARD

SOLICITATION #	212110CB	TYPE:	IFB – Invitation for Bids		
SOLICITATION TITLE	Laboratory Services for Sarasota County				
PROCUREMENT ANALYST	Chelsea Blackwell, Procurement and Contracts Specialist <i>CB</i>				
DEPARTMENT	Public Utilities				
ADVERTISED	3/19/2021	RESPONSE DATE	4/20/2021		
PRE-BID MEETING	<input type="checkbox"/> Mandatory <input type="checkbox"/> Optional <input checked="" type="checkbox"/> n/a		ATTENDEES	N/A	
NOTIFICATIONS	3739	VIEWS	56	RESPONSES	4

VENDOR	LOCATION	CATEGORY 1 TOTAL BID PRICE	CATEGORY 2 TOTAL BID PRICE	CATEGORY 3 TOTAL BID PRICE
Anascol USA, LLC	Hollywood, FL	N/A	N/A	\$138,589.20
Benchmark EnviroAnalytical, Inc	Palmetto, FL	\$201,143.00	N/A	\$224,308.50
Pace Analytical Services, LLC	Ormond Beach, FL	N/A	\$121,522.00	N/A
Sanders Laboratories, Inc.	Nokomis, FL	\$215,399.00	N/A	\$251,135.00

RECOMMENDED AWARD
Benchmark EnviroAnalytical, Inc is recommended for award in Category 1 and Category 3 and Pace Analytical Services, LLC is recommended for award in Category 2.

AUTHORIZATION			
<table border="0" style="width: 100%;"> <tr> <td style="width: 40%; vertical-align: top;"> Jennifer Slusarz <hr/> Procurement Official or Designee </td> <td style="width: 20%; vertical-align: top; text-align: center;"> Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00' </td> <td style="width: 40%; vertical-align: top;"> <hr/> Signature <hr/> Date </td> </tr> </table>	Jennifer Slusarz <hr/> Procurement Official or Designee	Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00'	<hr/> Signature <hr/> Date
Jennifer Slusarz <hr/> Procurement Official or Designee	Digitally signed by Jennifer Slusarz Date: 2021.05.18 14:01:30 -04'00'	<hr/> Signature <hr/> Date 	

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Benchmark EnviroAnalytical, Inc.**, a Florida corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform laboratory services for category 1; and,

WHEREAS, the County issued an Invitation for Bid (IFB) #212110CB on March 19, 2021; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County approved a Notice of Recommended Award on May 20, 2021, and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for laboratory services for category 1 in accordance with the scope of services made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence on August 23, 2021 by both the County and the Contractor and shall continue for a period of three years. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract a total amount not to exceed Six Hundred Three Thousand Four

BOARD RECORDS
FILED FOR THE RECORD
2021 JUL 16 AM 9:15
KARLA E. RUSSELL
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Hundred Twenty-Nine Dollars and Zero Cents (\$603,429.00) for the initial three-year term.

- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Term Contract.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in Section 4.3 of the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.

- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.

 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the County or its property;
 - 4. Damages to the County or a third party caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.
- E. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. PUBLIC RECORDS

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

**Sarasota County
Public Records office
1660 Ringling Blvd.**

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

Sarasota, FL 34236

Phone: 941-861-5886

Email: publicrecords@scgov.net

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.

- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:		County's Administrative Agent:	
Name:	Annah Jensen	Name:	Jill Dallmann
Title:	Client Services Manager	Title:	Project Manager
Address:	1711 12 th Street East Palmetto, FL 34221	Address:	1001 Sarasota Center Blvd Sarasota, FL 34240
Telephone:	941-723-9986	Telephone:	941-861-0951
Facsimile:	941-723-6061	Facsimile:	
E-mail:	Annah.Jensen@Bench markEA.net	E-Mail:	jdallman@scgov.net

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

1. Term Contract
2. Solicitation
3. County's Purchase Order

[Remainder of page intentionally left blank.]

**TERM CONTRACT FOR
LABORATORY SERVICES FOR CATEGORY 1**

IN WITNESS WHEREOF, the parties have executed this Term Contract as of the date last below written.

BENCHMARK ENVIROANALYTICAL INC:

Signed By: Katharine A. Dixon

Print Name: KATHARINE A. DIXON

Date: 06/29/2021

Title: Sole Proprietor President CEO VP
 General Partner LLC Auth. Member/Manager
 Other _____ (attach proof of authority)

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: Alan Primm
CHAIRMAN

DATE: 7/13/2021

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

BY: Blanca Montoya

Approved as to form and correctness:

BY: F. J. E. Ollent
COUNTY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

1. GENERAL

- A. This scope of services is for laboratory testing services for water, wastewater, stormwater, and solid waste systems for the County. An example of the County Departments that shall utilize this contract shall be, but not be limited to, the following: Planning and Development Services - Environmental Protection, Public Works - Stormwater, Solid Waste, and Public Utilities - Water/Wastewater. Sample testing requirements are:
- i. The Contractor shall have the capability to conduct the appropriate tests specified in the following chapters of the Florida Administrative Codes (F.A.C.): Chapters 62-302, 62-520, 62-550, 62-528, 62-600, 62-610, 62-620, 62-640 and 62-777.
 - ii. The Contractor shall comply with the reporting requirements contained in Chapter 62-160.340, F.A.C. The Contractor shall report all results using the chemical names as specified in the Florida regulations. The Contractor shall maintain their reporting formats in order to comply with all current regulatory requirements. The Contractor shall be required to meet all updated regulatory requirements for the duration of the contract.
- B. The Contractor shall identify a single point of contact as its Project Manager for all work performed under this Term Contract.

2. CATEGORY 1

- A. **CATEGORY 1 SERVICES:** Wastewater permit compliance (daily/weekly, monitoring wells, biosolids), Drinking Water Permit compliance, Water Use Permit compliance, and basic water quality.
- i. Group II Regulated (EPA's) Contaminants in drinking water
 - ii. Microbiology in non-potable water, drinking water and solids
 - iii. Primary and Secondary Inorganic contaminants in drinking water
 - iv. Other Regulated Contaminants in drinking water
 - v. Metals in non-potable and drinking water and solids
 - vi. General Chemistry in non-potable, drinking water and solids
 - vii. Volatile organics in non-potable and drinking water
- B. **Work Product**
- i. Sample pick up locations are listed below. Sample pickup shall be carried out on a routine basis: Monday to Sunday at water reclamation facilities, and Monday to Friday at potable water facilities. The other addresses listed are possible pick-up sites and

EXHIBIT A
SCOPE OF SERVICES

shall be selected according to the particular needs of the County.

- a. Bee Ridge Water Reclamation Facility
5550 Lorraine Rd.
Sarasota, Florida 34241
(941) 316-1289
 - b. Central County Water Reclamation Facility
7905 South McIntosh Rd.
Sarasota, Florida 34232
(941) 921-2865
 - c. Venice Gardens Water Reclamation Facility
375 Venice East Boulevard.
Venice, Florida 34293
(941) 486-2349
 - d. T. Mabry Carlton, Jr. Water Treatment Facility
1255 T. Mabry Carlton Memorial Parkway
Venice, Florida 34292
(941) 861-1500
 - e. Venice Gardens Water Treatment Plant
1350 Jacaranda Blvd.
Sarasota, FL 34293
(941) 480-3250
 - f. Central County Solid Waste Disposal Complex
4000 Knights Trail Road.
Nokomis, FL 34275
(941) 861-1570
 - g. Sarasota County Government
1301 Cattleman Rd.
Sarasota, FL 34232
- ii. The following Method Detection Limits (MDLs) shall be achieved:
- a. Certain parameters require dilutions to cover appropriate range. These parameters include, but are not limited to, bacteria and Carbonaceous Biochemical Oxygen Demand (CBOD). The minimum recommended number of dilutions is three (3). As a result of varying sample matrices and laboratory MDLs, it is unfeasible to outline all applicable ranges. The Contractor is advised to discuss any sample from an unknown source with a County QA Officer. The County shall not pay for any result reported as "greater than (>)" the laboratory MDL. Values reported as "less than (<)" the laboratory MDL (as reported in the QA Plan for the appropriate matrix) shall be acceptable. However, the County shall not pay for any result reported as "less than (<)" the laboratory MDL where the MDL is artificially raised due to a dilution factor, except in cases of matrix interference.

EXHIBIT A
SCOPE OF SERVICES

- b. MDLs reported shall be adequate to determine compliance with surface water, groundwater and bio solids standards as listed in Chapters 62-302, 62-520, 62-550, 62-528, 62-600, 62-610, 62-620, 62-640, 62-777, F.A.C., and EPA Part 503 Biosolids Rule. The Contractor shall determine MDLs, on at least an annual basis, for all methods utilized in this Technical Specifications. The MDL shall be calculated in accordance with the most current version of Chapter 62-160, F.A.C. and 40 CFR 136, Appendix B.

- iii. As a result of permit conditions, the timely performance and completion of the required services is vitally important to the County. The following timetable for receipt of Contractor reports (starting from the time of receipt of samples) shall be met:
 - a. A Maximum of seven (7) calendar days for hard copy reports requiring microbiological results only.
 - b. A Maximum of fourteen (14) calendar days for biosolids reports.
 - c. A Maximum of nine (9) calendar days on all other samples submitted under Category 1 (for example, daily/weekly reports for the water reclamation facilities listed in Section 2.B. i).

- iv. The Contractor shall furnish the County with a certified report for work completed, quality-control data, copies of the invoices, and regulatory reporting forms, if applicable. An electronic copy may be requested by the County for the microbiological results to be provided within 48 hours of sampling.

- v. Hard copy reports shall be distributed as follows:
 - a. For routine weekly reports of the Water Reclamation Facilities, one complete original is to be sent to the originating facility and one complete original is to be sent to the County QA Officer.
 - b. One original of all other reports are to be sent to the County QA Officer.

- vi. The Contractor shall maintain the ability to submit results to the County in the FDEP Automated Data Processing Tool (ADaPT) electronic format (both Electronic Data Deliverable [EDD] and Long Range Depended [LRD]) with the error log and other associated files:
 - a. <http://www.dep.state.fl.us/labs/dqa/index.htm>

EXHIBIT A
SCOPE OF SERVICES

- vii. The Contractor shall maintain a tracking method (Dashboard), provided by the County QA Officer, for each major Water Reclamation plant, that contains the major analytic permit requirements and their graphic representation on a weekly basis.
- viii. The Contractor shall be responsible to update and modify the formulas in the (Dashboard) program as necessary.

C. QUALITY ASSURANCE

- i. The Contractor shall run quality-control samples in accordance with Chapter 62-160, F.A.C. and Florida Department of Health (FDOH) per National Environmental Laboratory Accreditation Program (NELAP) compliant certification.
- ii. The following QA data shall be included with all analytical laboratory reports and shall be included in the lump sum price quoted for each test. This data shall include, as applicable:
 - a. Blank Summary (to include method blanks);
 - b. Duplicate Summary;
 - c. Matrix Spike Summary;
 - d. Calibration Data Summary (to include continuing calibration verification); and
 - e. MDLs as regularly attained in the laboratory.
- iii. Quality Control (QC) control limits shall also be reported by the Contractor. If any QC limits were exceeded, a flag or footnote shall be placed to indicate the affected samples.
- iv. All Chain of Custody forms shall be initiated and signed by the Contractor and shall be provided for all sampling sets. These forms are to be completed by the County employee performing the sampling. Upon arrival of the collected samples at the Contractor's laboratory, the receiving agent shall sign the Chain of Custody form. Signed original Chain of Custody forms shall be returned to the County.
- v. The Contractor shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the County.
- vi. The Contractor shall immediately notify the County QA Officer via telephone, or email in the event that any accuracy problems, reporting problems, or abnormal test results become apparent to the Contractor. The Contractor shall immediately notify the submitting facility and the QA Officer of any primary Maximum Contaminant Level (MCL, as set forth in all previously cited Rules) exceedance.

EXHIBIT A
SCOPE OF SERVICES

- vii. The Contractor is responsible for providing the County with written explanations for any and all QA irregularities regarding FDEP, FDOH, Florida Department of Health Environmental Laboratory Certification Program (EL CP) and County specifications and a copy of the Contractor "corrective action plan."

D. COURIER SERVICE

- i. The Contractor shall provide a daily courier service seven (7) days a week, between the hours of 8:30 AM and 11:00 AM, for the purpose of transporting samples collected from the various County facilities (see Section 2.B.i) participating in Category 1. The courier shall also serve on an on-call basis seven (7) days per week, twenty-four (24) hours per day, for any additional pick-ups that may be required (scheduled or unscheduled). All courier costs must be reflected in the analytical testing unit price (scheduled or unscheduled). The courier service shall be responsible for the proper treatment of the samples and shall ensure that the arrival of said samples to the Contractor shall meet the applicable holding times. A mutual time schedule shall be negotiated to meet the needs of all parties. The Contractor courier shall be responsible for recording temperature data obtained from the required coolers on the original Chain of Custody form, see Attachment 1 to Exhibit A "Chain of Custody" form attached hereto and incorporated herein. The required coolers shall be designated by the QA office.
- ii. As a result of abnormal /unscheduled events, the Contractor or subcontractor shall accept samples seven (7) days a week, twenty-four (24) hours per day. Verbal response by the Contractor to a call shall be within one (1) hour. Any sample collected by County personnel after regular Contractor business hours (8:00 AM to 4:00 PM, Monday through Friday) shall be dropped off at any location listed in Section 2.B.i. Separate line items are provided on Exhibit B, Fee Schedule for after hour's analyses.

E. SAMPLE CONTAINERS

- i. The Contractor shall provide the County with sample containers composed of virgin material, certified or cleaned by the specifications outlined in the most current version of DEP-SOP's Containers shall contain the proper amount and type of preservative for the parameters to be analyzed, according to 40 CFR Part 136. To ensure that samples collected by the County are correctly preserved, the Contractor shall provide the County with extra preservatives to be used if necessary. For bacteria testing, sterilized plastic cups (with tail) shall be furnished.
- ii. Coolers shall be in good condition and in sufficient quantities for this

EXHIBIT A
SCOPE OF SERVICES

bid. These coolers shall be dedicated solely for shipping to and from the County. These coolers shall be used for no other purpose than transport of County samples and shall be kept in good repair.

- iii. The Contractor shall provide the County with sufficient sample containers and coolers for the County to conduct nonscheduled sampling. The County shall provide the Contractor with a list of the number and types of sample containers and coolers required.

F. PACKING / BOTTLE KIT SHIPPING

- i. The Contractor shall prepare and mark all containers based on the Sampling Report submitted by the County. Only waterproof labels and markers shall be used on the bottles.
- ii. The coolers are required to be delivered to the County during normal working hours, defined as Monday through Friday 7:00 a.m. – 5:00 p.m. excluding County observed holidays only.
- iii. All coolers must include a sufficient number of blank Chain of Custody forms and a packing list indicating which bottles were included.
- iv. All bottles shall be labeled with the site name, field ID code provided by County, and client name.
- v. Samples received by the Contractor shall have the Chain of Custody forms indicating the parameters to be analyzed.
- vi. The Contractor shall supply bottles as sampling kits in separate clear plastic bags.
- vii. All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight, and leak-proof. All glass containers shall be wrapped in "bubble wrap" packing.
- viii. The Contractor shall pay all costs associated with shipping coolers, ice packs, and sample containers to the County.

3. CONTRACTOR RESPONSIBILITIES

- A. Every Contractor crew must have at least one employee that can effectively communicate in English with County staff or with the general public.
- B. Contractor is responsible for any damage to County or personal property due to negligence on the part of the Contractor or their employees. Restoration shall be made to County's satisfaction.

EXHIBIT A
SCOPE OF SERVICES

- C. Contractor is required to participate in performance and project report meetings as deemed necessary by County.
- D. The Contractor shall be responsible for all shipping of samples to and from the County Quality Assurance (QA) Office, located at 1255 T. Mabry Carlton Parkway, Venice, FL 34292, or a point so designated by the County.

4. SUBCONTRACTING

- A. All employees of the Contractor shall be considered to be, all times, the sole employees of the Contractor, under the Contractor's sole direction.
- B. Any use of Subcontractor must be approved in writing by the County.
- C. There shall be no reimbursement for the cost of the Subcontractor. The County shall pay the Contractor for the services of the subcontractor based on the price on the Fee Schedule. Subcontracted testing may not account for more than thirty percent (30%) of the total cost for Category 1.
- D. All subcontractors shall be required to meet the conditions and requirements of the Term Contract including all the documentation required. Analysis of parameters with short holding times represents a critical element of County Regulatory Compliance. If the Contractor's laboratory is physically located outside a distance that precludes timely analyses of parameters with sensitive holding times (48 hours or less), the Contractor may designate a subcontracted laboratory to analyze samples with sensitive holding times, as long as the subcontractor does not exceed thirty percent (30%) of the total cost in Category 1 and meets all of the conditions of this Term Contract. It shall be the responsibility of the Contractor to provide direction to the subcontractor as to the number and types of tests to be performed.
- E. It is the responsibility of the Contractor to incorporate subcontracted analyses into the final report per NELAP requirements, including any required electronic reporting.

5. CHAIN OF CUSTODY

The County shall direct the Contractor as to what tests to perform by issuing a Chain of Custody form. The Chain of Custody shall specify the sampling points, analyte list(s), and information regarding delivery of sampling supplies.

6. BLIND SAMPLES:

To monitor Contractor performance, blind samples (with test results already known by the County) shall be sent periodically to the Contractor by the County. The results shall be evaluated by a County QA Officer.

7. TIMELINESS

EXHIBIT A SCOPE OF SERVICES

The Contractor shall perform all required tests in accordance with United States Code of Federal Regulations Title 40 CFR Part 136, Table II. The County shall not reimburse the Contractor for any test(s) conducted after the established holding time unless the County QA officer instructs the Contractor to do otherwise. The Contractor must communicate with the County QA officer when samples are delivered after holding times to determine if analysis should proceed. Failure to meet holding times shall result in re-sampling at the Contractor's expense in accordance with this scope. The Contractor must notify the County immediately if it is impossible an analysis can be performed (loss of certification, broken bottles, malfunctioning equipment etc.).

8. DELAY FEES/ LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of the scope of services. Therefore, the amounts set forth below shall serve as liquidated damages for delay:
 - i. For reports submitted up to seven calendar days beyond the applicable timetable established for Category 1 regulations, a fifty (50%) percent reduction of report invoice amount shall be assessed.
 - ii. For reports submitted after seven calendar days beyond the applicable timetable established for Category 1 regulations, one hundred (100%) percent reduction of report invoice amount shall be assessed.

9. QUESTIONABLE/ INVALID DATA

- A. Re-analysis of suspect data samples (possible invalid data or inconsistent with the historical data base) shall be provided by the Contractor at the request of the County. Cost for re-analysis of questionable data shall be borne by the County unless the original result is invalidated due to Contractor error, in which case cost of re-analysis shall be borne by the Contractor.
- B. Re-analysis results require a three (3) calendar day turn around; corrected reports to follow within two (2) business days of re-analysis.

10. PROFESSIONAL QUALITY AND RETESTING

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all data and reports produced. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, data, or other documents. The County reserves the right to reject reports and invoices that fail to abide by the conditions in the scope of services for Category 1 and in turn shall reject payment requests or invoices for any of those tests until accurate and approved reports are

EXHIBIT A
SCOPE OF SERVICES

submitted according to the specifications and to the County's satisfaction. The County may request verification or a retest of up to 2% of reported analytes at no additional charge at the discretion of the County.

11. RESAMPLING RESPONSIBILITY

- A. The Contractor shall be responsible for any re-sampling caused by their negligence (including, but not limited to, out of hold time, damaged samples). Re-sampling shall be performed according to the most current FDEP Standard Operating Procedures for Field Activities (FDEP-SOP).
- B. In the event that County staff must resample as a result of Contractor negligence, the Contractor may be responsible for costs incurred by the County in collecting additional samples. These costs include human resources, transportation and any supplies associated with sampling the parameter(s) in question. Any other costs incurred by the County as a consequence of improper/incorrect analysis of samples shall be the Contractor's responsibility and liability.

12. SAMPLE RETENTION

All samples received by the Contractor from the County shall be retained after the date of the final report submittal to the County to ensure that re-analysis is possible if requested by the County. Samples shall be retained for a minimum of ninety (90) days for metals samples and forty-five (45) days for all other samples.

13. CERTIFICATION RENEWALS

The Contractor shall furnish the County with FDOH renewal certificates and subsequent results of final On-Site Laboratory Assessment Reports for the duration of the contract. In the event the Contractor's certification is suspended for any parameter or group of parameters, the County shall be notified verbally within 24 hours and in writing within 7 days including a copy of the Corrective Action Plan submitted to NELAP.

14. INSPECTIONS

The County reserves the right to perform scheduled and unscheduled inspections of the Contractor's laboratory during Normal Business Hours. Normal Business hours are defined as Monday through Friday 7:00 a.m. – 5:00 p.m.

ATTACHMENT 1 to EXHIBIT A

CHAIN OF CUSTODY FORM
EXAMPLE LABORATORY
 1301 Cattlemen Rd
 Sarasota, FL 34232
 (941) 555-8888
 (941) 555-8888 fax
 www.examplelaboratory.com

Client:

Sarasota County Utilities Department
 1255 T. Mabry Carlton Parkway
 Venice, FL 34292
 (941) 650-1112
 (941) 480-3558 fax

Project Name:
 Purchase Order Number:

Laboratory Submission #:

Stanton ID:	Sample Matrix	Sample Type	Analysis Requested:	BOD, CBOD	NOX, NO2, NO3	NHS	TKN TP	CN	AL, AS, Ca, Cd, Cr, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Na, Zn	Laboratory Sample #
Example	WW	Grab	Preservative: Plain	Plain	Plain	1:4 H2SO4	1:4 H2SO4	Ascorbic Acid	1:4 HNO3	
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							
			Diss & Trace							

1. Each bottle has a label identifying sample ID, pre-treatment preservative contained in the bottle, sample type, client ID, and instructions for analysis.
 2. The following information should be added to each bottle label after collection with permanent black ink: date and time of collection, sampler's name or initials, and any field number or ID.
 3. All bottles not containing preservative may be rinsed with appropriate sample prior to collection.
 4. The client is responsible for documentation of the sampling event. Please note special sampling events on the sample custody form.

1	2	3	4	5	6	7	8	9	10
Collected by:	Released by:	Sampled by:	Released by:	Date:	Time:	Date:	Time:	Date:	Time:

Laboratory Sample Acceptability: pH < 2 : C
 LAB Temperature:
 LAB Temperature:

(END EXHIBIT A)

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
<i>Microbiological</i>				
CAT 1 MIC-1	Fecal Coliform	NP	per test	\$12.00
CAT 1 MIC-2	Fecal Coliform (after hours analysis)	NP	per test	\$29.00
CAT 1 MIC-3	Fecal Streptococcus	NP	per test	\$22.00
CAT 1 MIC-4	Fecal Streptococcus (after hours analysis)	NP	per test	\$29.00
CAT 1 MIC-5	Total Coliform	DW/NP	per test	\$19.00
CAT 1 MIC-6	Total Coliform (after hours analysis)	DW/NP	per test	\$29.00
CAT 1 MIC-7	Total Coliform by MMO-MUG	DW	per test	\$9.00
CAT 1 MIC-8	Enterococci by EPA 1600	NP	per test	\$26.00
CAT 1 MIC-9	Heterotrophic plate count SM 9215 B	DW/NP	per test	\$21.00
CAT 1 MIC-10	E.coli by SM9223B	NP	per test	\$19.00
CAT 1 MIC-11	E.coli (after hours) by SM9223B	NP	per test	\$23.00
CAT 1 MIC-12	Enterococci by Enterolert	NP	per test	\$26.00
CAT 1 MIC-13	Enterococci by Enterolert (after hours)	NP	per test	\$32.00
<i>Nutrients</i>				
CAT 1 NUT-1	Ammonia-N	(NH ₃) DW/NP	per test	\$10.00
CAT 1 NUT-2	Nitrate-N	(NO ₃) DW/NP	per test	\$10.00
CAT 1 NUT-3	Nitrite-N	(NO ₂) DW/NP	per test	\$10.00
CAT 1 NUT-4	Organic Nitrogen	(O-N) NP	per test	\$1.00
CAT 1 NUT-5	Orthophosphorus	(O-P) DW/NP	per test	\$11.00
CAT 1 NUT-6	OP lab filtration	N/A	per test	\$2.50
CAT 1 NUT-7	Total Kjeldahl Nitrogen	(TKN) NP	per test	\$19.00
CAT 1 NUT-8	Filtered Total Kjeldahl Nitrogen	(FTKN) NP	per test	\$21.00
CAT 1 NUT-9	Total Nitrate plus Nitrite-N	(NO _x) DW/NP	per test	\$10.00
CAT 1 NUT-10	Total Nitrogen	(Tot-N) NP	per test	\$1.00
CAT 1 NUT-11	Total Phosphorus	(TP) NP	per test	\$18.00
<i>Residue/Demands</i>				
CAT 1 RESTEM-1	Chlorine/Residual Free Chlorine	(TRC) DW /NP	per test	\$20.00
CAT 1 RESTEM-2	Biochemical Oxygen Demand	(BOD5) NP	per test	\$20.00
CAT 1 RESTEM-3	Filtered Biochemical Oxygen Demand	(FBOD5) NP	per test	\$22.00
CAT 1 RESTEM-4	Carbonaceous Biochemical Oxygen Demand	(CBOD) NP	per test	\$20.00
CAT 1 RESTEM-5	Chemical Oxygen Demand	(COD) NP	per test	\$25.00
CAT 1 RESTEM-6	Total Dissolved Solids	(TDS) DW /NP	per test	\$10.00

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 RESDEM-7	Total Suspended Solids	(TSS) NP	per test	\$9.00
CAT 1 RESDEM-8	Total Volatile Suspended Solids	(TVSS) NP	per test	\$11.00
CAT 1 RESDEM-9	Mixed Liquor Suspended Solids	(MLSS) NP	per test	\$9.00
CAT 1 RESDEM-10	Mixed Liquor Volatile Solids	(MLVS) NP	per test	\$9.00
	<i>Physical Properties/Minerals</i>			
CAT 1 PHYPROP-1	Color	DW/NP	per test	\$10.00
CAT 1 PHYPROP-2	Odor	DW	per test	\$10.00
CAT 1 PHYPROP-3	Conductivity	DW/NP	per test	\$8.00
CAT 1 PHYPROP-4	pH	DW/NP	per test	\$7.00
CAT 1 PHYPROP-5	Salinity	NP	per test	\$16.00
CAT 1 PHYPROP-6	Turbidity	DW/NP	per test	\$9.00
CAT 1 PHYPROP-7	Total Organic Carbon	(TOC) DW/NP	per test	\$20.00
CAT 1 PHYPROP-8	Fluoride	(F-) DW/NP	per test	\$12.00
CAT 1 PHYPROP-9	Chloride	(Cl-) DW/NP	per test	\$11.00
CAT 1 PHYPROP-10	Sulfate	(SO ₄) DW/NP	per test	\$11.00
CAT 1 PHYPROP-11	Alkalinity, Carbonate/Bicarbonate/Total	(Carb/Bicarb) DW/NP	per test	\$13.00
CAT 1 PHYPROP-12	Calcium Hardness	DW/NP	per test	\$10.00
CAT 1 PHYPROP-13	Hardness	NP	per test	\$10.00
CAT 1 PHYPROP-14	Sulfide	DW/NP	per test	\$15.00
	<i>Sediment</i>			
CAT 1 SED-1	Ammonia-N	(NH ₃) Solid	per test	\$16.00
CAT 1 SED-2	Total Kjeldahl Nitrogen	(TKN) Solid	per test	\$19.00
CAT 1 SED-3	Nitrate + Nitrite Nitrogen	(NOX) Solid	per test	\$16.00
CAT 1 SED-4	Total Nitrogen (by calculation)	(TN) Solid	per test	\$1.00
CAT 1 SED-5	Total Phosphorus	(TP) Solid	per test	\$18.00
CAT 1 SED-6	Fecal Coliform	Solid	per test	\$64.00
CAT 1 SED-7	pH	Solid	per test	\$20.00
	<i>Metals</i>			
CAT 1 MET-1	Aluminum	(Al) DW/NP	per test	\$8.00
CAT 1 MET-2	Antimony	(Sb) DW/NP	per test	\$11.00

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 MET-3	Arsenic	(As) DW/NP	per test	\$11.00
CAT 1 MET-4	Barium	(Ba) DW/NP	per test	\$8.00
CAT 1 MET-5	Boron	(B) DW/NP	per test	\$8.00
CAT 1 MET-6	Beryllium	(Be) DW/NP	per test	\$8.00
CAT 1 MET-7	Cadmium	(Cd) DW/NP	per test	\$8.00
CAT 1 MET-8	Calcium	(Ca) DW/NP	per test	\$8.00
CAT 1 MET-9	Chromium	(Cr) DW/NP	per test	\$8.00
CAT 1 MET-10	Copper	(Cu) DW/NP	per test	\$8.00
CAT 1 MET-11	Iron	(Fe) DW/NP	per test	\$8.00
CAT 1 MET-12	Lead	(Pb) DW/NP	per test	\$11.00
CAT 1 MET-13	Magnesium	(Mg) DW/NP	per test	\$8.00
CAT 1 MET-14	Manganese	(Mn) DW/NP	per test	\$8.00
CAT 1 MET-15	Mercury	(Hg) DW/NP	per test	\$11.00
CAT 1 MET-16	Molybdenum	(Mo) DW/NP	per test	\$8.00
CAT 1 MET-17	Nickel	(Ni) DW/NP	per test	\$8.00
CAT 1 MET-18	Potassium	(K) DW/NP	per test	\$8.00
CAT 1 MET-19	Selenium	(Se) DW/NP	per test	\$11.00
CAT 1 MET-20	Silver	(Ag) DW/NP	per test	\$8.00
CAT 1 MET-21	Sodium	(Na) DW/NP	per test	\$8.00
CAT 1 MET-22	Strontium	(Sr) DW/NP	per test	\$8.00
CAT 1 MET-23	Thallium	(Tl) DW/NP	per test	\$11.00
CAT 1 MET-24	Total Silica	DW/NP	per test	\$8.00
CAT 1 MET-25	Zinc	(Zn) DW/NP	per test	\$8.00
	<i>Biosolids</i>			
CAT 1 SLU-1	S.O.U.R. by SM2710B, 18 th Ed.	NP	per test	\$70.00
CAT 1 SLU-2	pH	Solid	per test	\$20.00
CAT 1 SLU-3	Total Solids	(T-S) Solid	per test	\$9.00
CAT 1 SLU-4	Fecal Coliform, MPN by SM9221E	Solid	per test	\$60.00
CAT 1 SLU-5	Aluminum	(Al) Solid	per test	\$8.50
CAT 1 SLU-6	Arsenic	(As) Solid	per test	\$8.50
CAT 1 SLU-7	Barium	(Ba) Solid	per test	\$8.50
CAT 1 SLU-8	Cadmium	(Cd) Solid	per test	\$8.50
CAT 1 SLU-9	Chromium	(Cr) Solid	per test	\$8.50
CAT 1 SLU-10	Copper	(Cu) Solid	per test	\$8.50
CAT 1 SLU-11	Lead	(Pb) Solid	per test	\$8.50
CAT 1 SLU-12	Mercury	(Hg) Solid	per test	\$11.00
CAT 1 SLU-13	Molybdenum	(Mo) Solid	per test	\$8.50
CAT 1 SLU-14	Nickel	(Ni) Solid	per test	\$8.50
CAT 1 SLU-15	Selenium	(Se) Solid	per test	\$8.50

**EXHIBIT B
FEE SCHEDULE**

ITEM	ANALYTE DESCRIPTION	MATRIX	UNIT OF MEASURE	UNIT PRICE
CAT 1 SLU-16	Silver	(Ag) Solid	per test	\$8.50
CAT 1 SLU-17	Zinc	(Zn) Solid	per test	\$8.50
CAT 1 SLU-18	Total Solids, %	(TS %) Solid	per test	\$9.00
CAT 1 SLU-19	Total Nitrogen, %	(TN %) Solid	per test	\$9.00
CAT 1 SLU-20	Total Phosphorus, %	(TP %) Solid	per test	\$9.00
CAT 1 SLU-21	Potassium, %	(K %) Solid	per test	\$9.00
CAT 1 SLU-22	Total Fixed Solids	(TFS) Solid	per test	\$9.00
CAT 1 SLU-23	Total Volatile Solids	(TVS) Solid	per test	\$9.00
	<i>Volatiles Test</i>			
CAT 1 VOLTST-1	Total Trihalomethanes	(THM) DW	per test	\$39.00
	<i>Other</i>			
CAT 1 OTH-1	Corrected Chlorophyll a	NP	per test	\$25.00
CAT 1 OTH-2	Calibration of chlorine secondary standards	N/A	per test	\$7.00
CAT 1 OTH-3	Oil and Grease	NP	per test	\$41.00
CAT 1 OTH-4	Cyanide, Total	(CN) DW/NP	per test	\$28.00
CAT 1 OTH-5	Surfactants	(MBAS) DW/NP	per test	\$32.00
CAT 1 OTH-6	Laboratory filtration of Chlorophyll a	N/A	per test	\$2.50
CAT 1 OTH-7	Hourly rate for sampling	N/A	per test	\$60.00
ITEM	DESCRIPTION	COST MULTIPLIER		
CAT 1 EAM-1	Expedited Analysis (24 hr) (electronic and verbal report)	1.80		
CAT 1 EAM-2	Expedited Analysis (48 hr) (electronic and verbal report)	1.40		
CAT 1 EAM-3	Expedited Analysis (72 hr) (electronic and verbal report)	1.20		

Notes: DW = Drinking water

NP= Non-Potable water

Solid = Solid

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums, deductibles, and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$500,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. PROFESSIONAL LIABILITY:** Consultant agrees to maintain Professional Liability insurance, or equivalent Errors & Omissions Liability insurance, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. If coverage is written on a claims-made basis: a. Any retro date shall precede the effective date of this contract; b. Consultant shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Consultant has obtained a two year extended reporting period endorsement.