

**AGREEMENT FOR
Analytical Laboratory Services**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Pace Analytical Services, Inc., a Minnesota corporation authorized to do business in the state of Florida, 8 East Tower Circle, Ormond Beach FL 32174, and whose Federal tax identification number is 41-1821617, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Analytical Laboratory Services from the Vendor in connection with "Analytical Laboratory Services" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160360/AB on 6/24/2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on August 10, 2016; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms; and

WHEREAS, the County selected the Vendor to be the secondary vendor for the Purchase, to be used when the primary vendor is unable to perform the required services.

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of ITB160360/AB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for one (1) year with the

option to renew this contract for up to three (3) additional one (1)-year periods under the same terms and conditions.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to ITB160360/AB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement 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. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

- A. The Vendor 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 Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. 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 B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement 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 Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor 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 Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, 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 Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, 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 Lee 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 Agreement will be exclusively commenced in the state courts of Lee 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. This Agreement 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.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement 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 Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement 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 Vendor from the County under this Agreement 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.
- C. 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 Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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:

Vendor's Representative:		County's Representatives:		
Name:	<u>Bob Dempsey</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>General Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>8 East Tower Circle</u> <u>Ormond Beach, FL</u> <u>32174</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>386-672-5668</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>386-673-4001</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Bob.Dempsey@pacelabs.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>	

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. ITB160360/AB
 4. Vendor's Submittal in Response to ITB160360/AB

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

026 58611 5:57

WITNESS:

Pace Analytical Services, Inc.

Signed By:

Elizabeth Bovin Day

Signed By:

Bob Dempsey

Print Name:

Elizabeth Bovin Day

Print Name:

Bob Dempsey

Title:

General Manager

Date:

8/31/16

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

John M. ...

CHAIR

DATE:

9-26-16

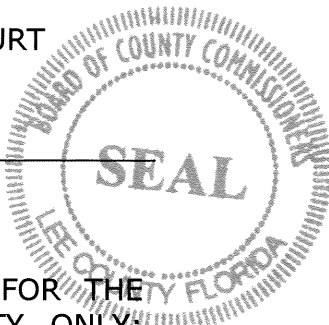
ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY:

Chris ...

DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY:

[Signature]

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor shall perform analyses that the Lee County Environmental Laboratory is not certified to perform.

Laboratory Requirements

1. The Vendor's laboratories must be certified by the Florida Department of Health (DOH) and The NELAC Institute (TNI), and demonstrate participation in the TNI Quality Assurance and Quality Control Program for all parameters for which there is DOH and TNI certification. These certifications shall be maintained for the term of this Agreement. The Vendor shall provide NELAC audit results upon the County's request during the term of this Agreement.
2. Results sent to the Lee County Environmental Laboratory shall be signed by the QA/QC officer, Laboratory Director or designee of the Vendor verifying the authenticity of the analyses.
3. For all parameters, the analytical method used (including quality controls) shall provide for minimum detection limits, specified and approved by the Department of Environmental Protection (DEP). All Drinking Water analysis will be per F.A.C. 62-550.
4. The Vendor must complete all Chain of Custody forms as appropriate and return the original completed forms to the County (an e-mail of an electronic version is acceptable).
5. The Vendor may subcontract a portion of the analysis to "other facilities." The "other facilities" are subject to the same requirements listed herein.
6. The Vendor is responsible for the cost of all packing and shipping of samples and containers that will be sent to other laboratories for subsequent analysis. All results will include the contract laboratory's name, address and state certification.
7. All results reported to the Lee County Environmental Laboratory will include the program/project name, Station, and the date collected, if provided. All results shall include: the County's ID number, Name of the Parameter, the EPA Storet #, Detection Limits, Preservative(s) used, Dilution Factor, PQL, the date received, date and time of the analysis preparation, date and time the analysis was performed and analyst performing analyses and method used. Any additional fields required to submit data to FDEP's STORET replacement Watershed Information Network (WIN).
8. The Vendor will notify the County immediately if analysis cannot be performed and provide an explanation, e.g., loss of certification, broken bottles, samples received beyond acceptable holding times, malfunctioning instrumentation/equipment, etc.

EXHIBIT A SCOPE OF SERVICES

12. Results shall be reported in accordance with TNI (NELAC) standards and F.A.C. 62-160 including data qualifiers.
13. Results of the laboratory analyses for aqueous samples will be available within fifteen (15) working days after receipt of the samples by the Vendor and the written report must be postmarked within twenty (20) working days. Results of the laboratory analyses for solid and semi solid samples will be available within twenty one (21) working days after receipt of the samples by the lab and written report must be postmarked within twenty six (26) working days. The Vendor shall maintain a mechanism for electronic transmission of data via a modem using a database or spreadsheet program compatible with the County's system (e.g., electronic mail or fax machine).
14. A telephone number of the lab director or responsible person will be provided so that the County can make arrangements for special circumstances (e.g., after normal working hours, weekends, etc).
15. The Vendor will submit invoices which provide a summary of the number of specific parameters analyzed by name of Program/Projects, by the County's sample ID number, the assigned Purchase Order number, and date collected for project report.
16. In the event samples are lost by the Vendor or not properly analyzed (e.g., incorrect parameters analyzed, samples analyzed beyond approved holding times without County lab authorization, etc.), the Vendor will be liable for costs incurred by the County in collecting additional samples. These costs will include human resources, transportation and any supplies associated with sampling the parameter(s) in question. Any other associated cost incurred by the County as a consequence of improper/incorrect analysis of samples shall be Vendor's responsibility and liability.
17. All Drinking Water Analytical results must be on, or accompanied by, signed "Public Drinking Water Analysis Reporting Forms" with a current DOH field of accreditation sheet. All reporting forms shall be current.
18. Vendor shall be responsible for providing appropriate pre-cleaned sampling containers (containing the proper preservative) at no charge to the County. Vendor shall also be responsible for the expense of shipping said containers to the Lee County Environmental Lab, as well as arranging the appropriate shipping method.
19. The County shall be responsible for providing appropriate shipping containers and arrangement and payment of shipping of samples to the Vendor. The Vendor shall be responsible for the expense of return shipping said containers back to Lee County Environmental Lab, as well as arranging the appropriate shipping method.

EXHIBIT A SCOPE OF SERVICES

20. Data for projects specified will be submitted to the County in the Florida Department of Environmental Protections (FDEP) Automated Data Processing Tool (ADaPT) electronic format (both EDD and LRD) as specified in Appendix A of ITB160360/AB (<http://www.dep.state.fl.us/labs/dqa/adaptfaq.htm>).
21. All laboratory analytical reports prepared for an industrial user or a control authority will comply with Rule 62-160.670, F.A.C. Wastewater samples will be analyzed using the approved methods listed in 40 CFR 136. Also, in accordance with Rule 62-4.246, F.A.C., the control authority must ensure approved analytical methods are used to achieve appropriate method detection limit (MDL) and practical quantization limit (PQL) for determining compliance with parameter limits. Accordingly, the Vendor should refer to the table located at <ftp://ftp.dep.state.fl.us/pub/labs/assessment/guidance/mdlpql.pdf> to determine the correct analytical method, and appropriate MDL and PQL, for each pollutant.
22. The County reserves the right to add additional tests or methods of testing during the term of this Agreement.

23. Late Results Penalty

It is critical that the Vendor meet the schedule for delivery of Results and Reports. Consequently, the County reserves the right to assess and charge late fees in the amount of five dollars (\$5.00) or five percent (5%) of the cost of the report (whichever is greater) per working day for each Report postmarked after the deadline specified above. Further, continual or protracted late submission may be grounds for termination of the Agreement by the County.

24. Subcontractors

The County reserves the right to refuse any subcontracted lab at any time.

**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed at the unit prices shown below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
\$THM	Trihalomethanes, Total	Each	\$29.00
COD	Chemical Oxygen Demand	Each	\$12.00
RAD226	Radium 226	Each	\$50.00
RAD228	Radium 228	Each	\$65.00
\$HAA	Haloacetic Acids	Each	\$45.00
GALPHA	4000 Gross Alpha (excluding Uranium)	Each	\$35.00
GALPHA2	4000 Gross Alpha (including Uranium)	Each	\$45.00
CN	Cyanide, Total	Each	\$18.00
O&G_1664	Oil & Grease	Each	\$35.00
SO4_IC	Sulfate	Each	\$8.00
\$EPA525	EPA 525 GC/MS compounds in water	Each	\$95.00
\$EPA619	Triazine Pesticides by GC/NPD	Each	\$95.00
URANIUM	Combined Uranium	Each	\$15.00
\$EPA504	EDB and DBCP by microextraction	Each	\$35.00
\$EPA508	Chlorinated Pesticides/PCB's	Each	\$59.00
\$EPA515	Chlorinated Herbicides	Each	\$69.00
\$EPA531	Carbamates	Each	\$39.00
AS-ICPKG	Arsenic in soil	Each	\$10.00
DIQUAT	Diquat	Each	\$59.00
ENDOTHAL	Endothall	Each	\$59.00
GLYPHOSA	Glyphosate	Each	\$39.00
\$RVOC	Regulated VOCs	Each	\$49.00
TNMGKG	Nitrogen, Total	Each	\$25.00
TPO4MGKG	Phosphorus, Total	Each	\$12.00
\$RVOCNPW	Regulated VOCs on non-potable water	Each	\$49.00
\$EPA624	Volatile Organic Compounds	Each	\$49.00
AL-ICPKG	Aluminum in soil	Each	\$10.00
CD-ICPKG	Cadmium in soil	Each	\$10.00
CR-ICPKG	Chromium in soil	Each	\$10.00
CU-ICPKG	Copper in soil	Each	\$10.00
HGMGKG	Mercury in soil/sediment/sludge	Each	\$20.00
MO-ICPKG	Molybdenum in soil	Each	\$10.00

**EXHIBIT B
FEE SCHEDULE**

NI-ICPKG	Nickel in soil	Each	\$10.00
PB-ICPKG	Lead in soil	Each	\$10.00
SE-ICPKG	Selenium in soil	Each	\$10.00
ZN-ICPKG	Zinc in soil	Each	\$10.00
\$EPA625	GC/MS Semi-Volatiles: BN & AE compounds	Each	\$95.00
PHENOL	Phenolics, Total Recoverable	Each	\$25.00
\$EPA608	Organochlorine Pest/PCB's	Each	\$70.00
BA-ICPKG	Barium in soil	Each	\$10.00
BROMATE	Bromate, by Ion Chromatograph	Each	\$20.00
CHLORITE	Chlorite, by Ion Chromatograph	Each	\$20.00
SPLP-AL	SPLP Aluminum & ICP	Each	\$30.00
SPLP-MN	SPLP Manganese & ICP	Each	\$30.00
SPLP-PB	SPLP Lead & ICP	Each	\$30.00
DIOXIN	Dioxin	Each	\$200.00
TN%	Nitrogen, Total, by %	Each	\$20.00
TPO4%	Phosphorus, Total, by %	Each	\$20.00
TK%	Potassium, Total, by %, Flame	Each	\$10.00
FLPROLIQ	Fl Pro Hydrocarbons in liquid	Each	\$75.00
HGEPA	Mercury, Low Level	Each	\$60.00
PHSOIL	pH, soil	Each	\$10.00
NOXKG	Nitrate + Nitrite in sediment	Each	\$30.00
TKNKG	Nitrogen, Kjeldahl in sediment	Each	\$30.00
\$TCLPMET	TCLP Metals	Each	\$100.00
FLASHPT	Flashpoint, closed cup	Each	\$50.00
GBETA	4100 Gross Beta	Each	\$35.00
SR-6010	Strontium by ICP	Each	\$10.00
THALOGEN_2	Halogens, Total Extractable	Each	\$75.00

**EXHIBIT C
INSURANCE REQUIREMENTS**



LEE COUNTY
SOUTHWEST FLORIDA

I. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

II. *The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**EXHIBIT C
INSURANCE REQUIREMENTS**



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

