

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0218-0930-TAL**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and TestAmerica Laboratories, Inc., a foreign profit corporation ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide laboratory testing services, Lot 1, to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Reserved

Section 3. Fees and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the Fee described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR up to \$44,538.00 based on the Bid Schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in the Exhibits, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR will submit invoices only for services provided and accepted in accordance with the requirements of this Contract. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the Effective Date.

(b) The CITY will pay based on the unit prices set forth in the Exhibits for work completed by CONTRACTOR during the period billed, provided that such work is reflected on CONTRACTOR's invoice.

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where

payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

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, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is 2 years, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 2 Terms of 6 months each, by providing CONTRACTOR written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will

terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including

subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(3) Professional Liability Insurance, insuring CONTRACTOR and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this

Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
JoAnn Macrina, Deputy Utilities Director
Daytona Beach Utilities
125 Basin Street, Suite 204
Daytona Beach, FL 32114
Fax: 386-671-8501

To CONTRACTOR
Test America Laboratories
5102 La Roche Ave
Savannah, GA 31404
Fax: _____

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 15. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or

different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Proposal.** The CITY's Invitation to Bid 0118-0880, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

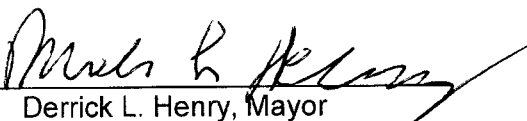
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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

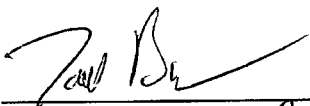
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: 
Derrick L. Henry, Mayor

Date: 5-6-18

By: 
Printed Name: Todd Baumgartner
Title: Vice President Operations (VPO)
Date: 5/22/18

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

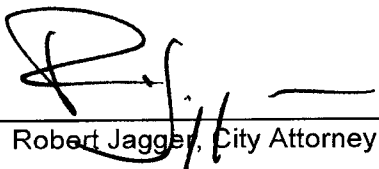
By: 
Robert Jagger, City Attorney

EXHIBIT A

SCOPE OF WORK FOR DTS PILOT TESTING

1. Background

- a. Introduction: The City of Daytona Beach has partnered with Florida Department of Environmental Protection and St. John's River Water Management District to investigate the feasibility of purifying water to drinking water quality in order to create more beneficial uses of reclaimed water beyond traditional land application.

This pilot requires extensive testing during the process and on the water purified by the process. This testing is to ensure that the water has been sufficiently purified to meet federal drinking water standards. As this data is also going to be reviewed by all stake holders in determining future regulations, NELAC/TNI certification in the state of Florida is required where applicable.

- b. The Utilities Department is operating the pilot and will be the end user of the data, but will be sharing data with other agencies and institutions.
- c. The project is set to begin in late April, early May 2018, and will run for two consecutive years. The process includes ultrafiltration, reverse osmosis, and advanced oxidation using peroxide and UV light. The end product will meet federal drinking water standards.
- d. The term "Contractor" means the Laboratory awarded the Contract.
- e.

2. Contractor Requirements

- a. The Contractor will self-perform all tests listed on Table A, using the method(s) indicated for that test. The Contractor will not subcontract any tests.
- b. Where appropriate and applicable, the Contractor must analyze samples using methods approved in either 40 CFR Parts 136 and 141. For analytes not listed in the tables of 40 CFR Parts 136 and 141, the Contractor must use a method appropriate for and accepted by the analytical industry. Laboratories must submit method(s) used with each report
- c. Laboratories must submit proposed MDL with each report. Preferred MDLs are listed in Chapter 62-302 F.A.C.
- d. The Contractor will provide Turn-around-Times (TAT) for each analyte with each report.
- e. Laboratories will provide NELAC/TNI compliant reports to the City electronically in accordance with the TAT, and in any case, no less frequently than every 30 calendar days.

3. Scope of Work

- a. The Contractor will provide sample kits (bottles/containers with applicable preservative and cooler) for each site by sampling event. The number of sites per testing event is listed on Table A. The Contractor will prepare sample kits and will ship kits to the City within 3 days of request.
- b. City personnel will collect all samples, will package appropriately to prevent damage or leakage, and will ship via Fed Ex back to the Contractor for analysis. Samples will be collected at the rate described in Table A. Contractor will provide reports within the TAT specified for the analyte.
- c. Additional tests may be ordered at the same unit price during the term of the Contract or during any renewal option exercised.

TABLE A

Parameter / Package	Frequency	Number of Sites per Testing Event	Total number of sample events	Total Number of samples
Lot 1				
Chlorate	Once every 4 months	4	6	24
Perchlorate	Once every 4 months	2	6	12
1-1 Dichloroethanes	Once every 4 months	2	6	12
Acetone with 1-1 Dichloroethanes	Once every 4 months	2	6	12
Ethylene Glycol	Once every 4 months	2	6	12
NDMA	Once every 4 months	6	6	36
1,4 Dioxane	Once every 4 months	3	6	18
Formaldehyde	Once every 4 months	2	6	12
Total Organic Carbon	Once per week	5	104	520
Metals(Ca,MG,K,Si,Na,Fe,Sr)	Once per week	3	104	312
TOX	Once per week	3	104	312
Dissolved Manganese	Once per month	2	24	48
Dissolved Iron	Once per month	2	24	48
Grease & Oil	Once per month	2	24	48
Total Sulfide	Once per month	2	24	48
Lot 2				
Helminth Ova	Once every 3 months	2	8	16
Cryptosporidium	Once every 3 months	2	8	16
Giardia	Once every 3 months	2	8	16
Lot 3				
Chlorophyll A	Once every 4 months	2	6	12
Lot 4				
Enteric Virus	Once every 3 months	2	8	16
Lot 5, Primary/ secondary DW standards				
Inorganics without Asbestos	Once every 2 months	2	12	24
Secondary Contaminants	Once every 2 months	2	12	24
Disinfection By-products	Once every 2 months	2	12	24
Volatile Organics	Once every 2 months	2	12	24
Synthetic Organics	Once every 2 months	2	12	24
Lot 6				
Radionuclides	Once every 2 months	2	12	24
Lot 7				
SDI	Once per week	2	104	208
Lot 8				
Asbestos	Once every 2 months	2	12	24

Exhibit B: Bid Schedule

Parameter / Package	Total Number of samples	Cost per Test	Total Cost (# of samples X Cost per test)	Turn Around Time in Calendar Days	Method	MDL
Lot 1						
1.1 Chlorate	24	\$ 12.00	\$ 288.00	14	300.1B	2.10 ug/L
1.2 Perchlorate	12	\$ 90.00	\$ 1080.00	14	6860	0.00400 ug/L
1.3 1-1 Dichloroethanes	12	\$ 45.00	\$ 540.00	14	524.2	0.078 ug/L
Acetone with 1-1 Dichloroethanes	12	\$ 45.00	\$ 540.00	14	524.2	acetone 5.00 ug/L 1,2-dichloroethanes 0.078 ug/L
1.5 Ethylene Glycol	12	\$ 65.00	\$ 780.00	14	8015C	1.20 mg/L
1.6 NDMA	36	\$ 80.00	\$ 2880.00	14	8270D (low level)	0.250 ug/L
1.7 1,4 Dioxane	18	\$ 45.00	\$ 810.00	14	8260B SIM	0.254 ug/L
1.8 Formaldehyde	12	\$ 117.00	\$ 1404.00	14	8315A	13.0 ug/L
1.9 Total Organic Carbon	520	\$ 15.00	\$ 7800.00	14	5310B-2011	0.500 mg/L
Metals(Ca,Mg,K,Si,Na,Fe,Sr 1.10)	312	\$ 30.00	\$ 9360.00	14	6020A	ug/L Ca 68.0, Fe 25.0, K 110, Mg 20.0, Na 170, Sr 0.270
1.11 TOX	312	\$ 50.00	\$ 15600.00	14	9020B	7.70 ug/L
1.12 Dissolved Manganese	48	\$ 15.00	\$ 720.00	14	6020A	1.80 ug/L
1.13 Dissolved Iron	48	\$ 15.00	\$ 720.00	14	6020A	25.0 ug/L
1.14 Grease & Oil	48	\$ 25.00	\$ 1200.00	14	1664B	1.40 mg/L
1.15 Total Sulfide	48	\$ 17.00	\$ 816.00	14	9034	0.700 mg/L
TOTAL LOT 1			\$ 44538			

Parameter / Package	Total Number of samples	Cost per Test	Total Cost (# of samples X Cost per test)	Turn Around Time in Calendar Days	Method	MDL
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Lot 2						
2.1 Helminth Ova	16	\$ No Bid	\$			
2.2 Cryptosporidium	16	\$ No Bid	\$			
2.3 Giardia	16	\$ No Bid	\$			
TOTAL LOT 2			\$			

LOT 3						
3 Chlorophyll A	12	\$ No Bid	\$			

LOT 4						
4 Enteric Virus	16	\$ No Bid	\$			

Parameter / Package	Total Number of samples	Cost per Test	Total Cost (# of samples X Cost per test)	Turn Around Time in Calendar Days	Method	MDL
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LOT 5						
5.1 Primary/ secondary DW standards	24	\$ No Bid	\$			
5.2 Inorganics without Asbestos	24	\$ No Bid	\$			
5.3 Secondary Contaminants	24	\$ No Bid	\$			
5.4 Disinfection By-products	24	\$ No Bid	\$			
5.5 Volatile Organics	24	\$ No Bid	\$			
5.6 Synthetic Organics	24	\$ No Bid	\$			
TOTAL LOT 5			\$			

LOT 6						
6 Radionuclides	24	\$ No Bid	\$			

LOT 7						
7 SDI	208	\$ No Bid	\$			

Lot 8						
8 Asbestos	24	\$ No Bid	\$			

**Composite Exhibit C is not attached.
It will be kept on file in the Office of the City Clerk.**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C No.): 800-363-0105
INSURED TestAmerica Laboratories, Inc 4101 Shuffel Street NW North Canton OH 44720 USA	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A	The Travelers Indemnity Co of CT 25682
	INSURER B	Travelers Property Cas Co of America 25674
	INSURER C	Starr Surplus Lines Insurance Company 13604
INSURER D		
INSURER E		
INSURER F		

Holder Identifier :

Certificate No : 570071344691



570071344691

COVERAGES **CERTIFICATE NUMBER:** 570071344691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			1000065512181	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2 000 Comp Ded <input checked="" type="checkbox"/> \$2 500 Coll Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-27730023-TCT-18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			1000336445181	04/01/2018	04/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9D82616A18	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000
C	Env Prof (E&O)			1000065512181 Prof & Poll-Claims Made	04/01/2018	04/01/2019	Each Claim \$1,000,000 Total Claims \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. 0218-0930-TAL. City of Daytona is included as Additional Insured where required by contract with respect to General Liability, Automobile Liability and Excess Liability policies not in excess of limits of liability as shown on this document.

CERTIFICATE HOLDER**CANCELLATION**

City of Daytona PO Box 2451 Daytona Beach FL 32115-2451 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc of Florida</i>

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CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8222

Fax: (386) 671-3257

Memorandum

To: Letitia LaMagna, City Clerk
From: Bob Flaniken, Sr. Account Clerk *BF*
Date: May 25, 2018
Re: Contract No. 0218 – 0930 - TAL

Attached is a copy of Contract No. 0218 – 0930 - TAL with TestAmerica Laboratories, Inc. (Laboratory testing services). I have reviewed the evidence of insurance submitted with the contract, and I find it to be satisfactory.

Attachments