

AGREEMENT FOR ANALYTICAL LABORATORY SERVICES

THIS AGREEMENT FOR ANALYTICAL LABORATORY SERVICES, made and entered into this 13th day of July, 2018 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BENCHMARK ENVIROANALYTICAL, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced an Invitation to Bid seeking a vendor to provide analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharge to surface waters, and reclaimed water on an as-needed basis pursuant to Invitation to Bid #18-08BK; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5(3) v., is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Analytical Laboratory Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide said services for CITY on an as-needed basis.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. *City Manager* means the City manager of the City of Sarasota, Florida, or his designee.

B. *Director* means the Director of the Utilities Department of the City of Sarasota, Florida, or his designee.

C. *Project* means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes the provision of all labor,

management, supervision, supplies, equipment, transportation, training and materials required to provide analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharge to surface waters, and reclaimed water. A more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications found within Invitation to Bid #18-08BK, with a photocopy of said Scope of Work and Specifications being attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide all of the tasks and subtasks identified within Exhibit A. CONTRACTOR shall perform the Project Scope of Services in strict conformance with Exhibit A. The Project Scope of Services also includes all services described within Invitation to Bid #18-08BK, a copy of which is on file in the offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated by reference into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Invitation to Bid #18-08BK. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments and Invitation to Bid #18-08BK, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth in Exhibit A, followed by the terms and conditions within Invitation to Bid #18-08BK, followed by the terms and conditions set forth in Exhibit B.

2. Scope of Services: CONTRACTOR will provide the Project Scope of Services on an as-needed basis. The Director will be responsible for providing CONTRACTOR notices as to when and where Project Scope of Services will be required. The City Manager shall issue a Notice to Proceed or a Purchase Order to CONTRACTOR as a condition precedent to CONTRACTOR commencing any services under this Agreement. CONTRACTOR covenants that the Project Scope of Services must be completed to the satisfaction of the City Manager and

upon a schedule approved, in writing, in advance, by the Director. There is no assurance as to any minimum amount of Project Scope of Services to be provided by CONTRACTOR. Consequently, there is no assurance that CITY will purchase from CONTRACTOR any minimum amount of Project Scope of Services. The City Manager is entitled at all times to be advised, in writing, at his request, as to the status of the work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadline set forth in the project schedule, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services based upon the unit costs set forth in the Pricing Sheet submitted by CONTRACTOR in response to Invitation to Bid #18-08BK. A photocopy of said Pricing Sheet is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to identify the unit price for each component of the Project Scope of Services identified within Exhibit A and provided by CONTRACTOR to CITY. The relevant itemizations to be used in calculating the payments due from CITY to CONTRACTOR are set forth within Exhibit B. Exhibit B will be used to determine the unit price for each component of the Project Scope of Services. There is no guarantee as to any minimum amount of Project Scope of Services to be ordered by CITY and provided by CONTRACTOR. The component rates set forth within Exhibit B include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. CONTRACTOR may invoice CITY no more often than monthly for the Project Scope of Services provided during the invoice period. Each invoice must set forth each component of the cost itemization set forth on Exhibit B and the number of such components completed during the invoice period. CONTRACTOR is not be

entitled to any payment other than the itemized component amounts set forth within Exhibit B. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice must be consistent with the rates set forth in Exhibit B. No amount of compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR. As required by Section 2-5(3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, cannot exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement will require approval of the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement.

4. Term: The term of this Agreement will commence on July 16, 2018 and will expire at 11:59 p.m. on July 15, 2019. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 5 is adequate additional consideration supporting this Termination for Convenience clause.

6. Assignment: CONTRACTOR cannot assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to 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. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

- (a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.
- (b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.
- (d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

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

**PAMELA M. NADALINI, CITY AUDITOR AND CLERK
PAMELA.NADALINI@SARASOTAFL.GOV
(941) 954-4160
1565 FIRST STREET
SARASOTA, FL 34236**

CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not be limited to, an action for specific performance.

9. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

10. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

11. Remedies - Cumulative: All remedies conferred to CITY are deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

12. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

13. Entire Agreement: This Agreement, including Invitation to Bid #18-08BK, as well as CONTRACTOR'S response thereto, each on file at the office of the Financial Administration Purchasing Division of CITY, constitute the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

14. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

15. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2018).

16. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

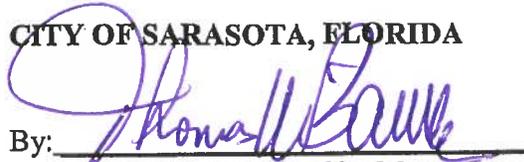
Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, Florida 34221
Attn: Katharine A. Dixon, President

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

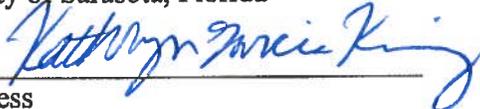
DATED this 13th day of July, 2018 by the City of Sarasota, Florida.

DATED this 5TH day of JULY, 2018 by Benchmark EnviroAnalytical, Inc.

CITY OF SARASOTA, FLORIDA

By: 
Thomas W. Barwin, City Manager

Witnesses as to execution on behalf
of City of Sarasota, Florida


Witness

Kathryn Garcia King
Print Name


Witness

Denise Taylor
Print Name

BENCHMARK ENVIROANALYTICAL,
INC.

By: 
Katharine A. Dixon, President

Witnesses as to execution on behalf
of Benchmark EnviroAnalytical, Inc.

Bettina Beilfuss
Witness

Bettina Beilfuss
Print Name

[Signature]
Witness

Annal Jensen
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Sarasota)

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of
July, 2018, by Katharine A. Dixon, as President of Benchmark
EnviroAnalytical, Inc. She is personally known to me or has produced
_____ as identification.

[Signature]
Notary Public

Print Name: Nicole Soler



CITY OF SARASOTA
ANALYTICAL LABORATORY SERVICES

1. Scope of Services:

- a. The scope of services shall include analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharged to surface waters, and reclaimed water. All analysis must be done in accordance with the Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH), and the Environmental Protection Agency (EPA) regulations, including appropriate quality assurance and quality control, as well as chain of custody paperwork. All reports, in addition to the results of the analysis, shall include the test methods, detection limits, dates the analyses were performed, and the initials of the person performing the analysis. CONTRACTOR shall provide a Quality Assurance Manual and FDOH certification. The project scope of services will include providing and shipping to the CITY laboratory the required sample containers with all needed supplies (including preservative needed for the specific analysis) in coolers or other containers appropriate for the return shipping of the samples.
- b. Laboratory/ vendor shall provide all necessary sample bottles and containers/coolers for all scheduled pick up services and shall safely transport these samples back to their company/ vendor laboratory. The Laboratory/ vendor shall be notified in a timely manner for all pickup services by the City of Sarasota Utility Department – Laboratory Services office at 1750 12th Street, Sarasota, FL 34236. These pickup services shall be provided Monday through Friday as well as on Holidays. All pricing required on the Bid Form shall be inclusive of this transportation cost. No additional charges are allowed nor will they be paid.

2. Quantities:

- a. Quantities listed are total number of specific analytes for 3 years from commencement. Sampling will be divided into frequencies listed for the total number of analyses.

3. Terms:

- a. Contract will be for one (1) year with additional two (2) one (1) year intervals.

4. Emergency Services:

- a. Please refer to section 53 of the terms and conditions. This contract will include emergency services.

EXHIBIT A

Water and Wastewater Treatment Plants
Environmental Testing Services
Pricing Sheet

Section I Reagent Water Analysis

a) Seventy-two (72) samples analyzed for:

Price per analyte \$

TOC _____

Ammonia/Organic Nitrogen (N) _____

Total Organic Carbon _____

Price per set \$ _____

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ _____

Section II Drinking Water Analysis

a) Sixteen (16) samples analyzed for:
Total Coliform by Colilert or comparable SM9223B method for interlab comparison

Price per sample \$ _____

Frequency: Quarterly
Maximum turnaround time: 1 week

Total Price \$ _____

b) Forty-eight (48) samples analyzed for:

Price per analyte \$

TTHM _____

HAA5 _____

Price per set \$ _____

EXHIBIT A

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Total Price \$ _____

c) Six (6) samples analyzed for:

Price per analyte \$

Lead _____

Nitrate _____

Nitrite _____

Price per set \$ _____

Frequency: Yearly
Maximum turnaround time: 2 weeks

Total Price \$ _____

d) Two (2) samples analyzed for:

Price per group \$

Inorganics Table (except Asbestos) _____

Synthetic Organics Table (except Dioxin) _____

Volatile Organics Table (21 analytes) _____

Radionuclides Table _____

Secondaries Table (14) _____

Asbestos _____

Price per set \$ _____

Frequency: Triennially
Maximum turnaround time: 4 weeks

Total Price \$ _____

e) Forty (40) Lead and Copper Rule Customer Tap samples analyzed for:

Price per analyte \$

Lead _____

Copper _____

Price per set \$ _____ **EXHIBIT A**

Frequency: Triennially
Maximum turnaround time: 2 weeks

Total Price \$ _____

f) UCMR 4 samples analyzed for:

List #1 for groundwater
POE sites: 1
Distribution sites: 4
Influent sites: 2

Price per set \$ _____

Frequency: twice
Maximum turnaround time: 4 weeks

Total Price \$ _____

Section III Ground Water Analysis

a) Three hundred forty-two samples analyzed for:

Price per analyte \$

TDS _____

Chlorides _____

Sulfates _____

Price per set \$ _____

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ _____

b) Twenty (20) samples analyzed for:

Price per analyte \$

HPC (MPN) _____

Maximum turnaround time: 2 weeks

Total Price \$ _____

EXHIBIT A

Section IV Industrial Waste Analysis

a) One hundred eight (108) samples analyzed for:

Price per analyte \$

Bicarbonate (CaCO3) _____

Sulfate _____

Chlorides _____

TDS _____

Ammonia, Nitrogen _____

Total Phosphorous _____

TKN (Total Kjeldahl Nitrogen) _____

Calcium _____

Magnesium _____

Sodium _____

Potassium _____

Iron _____

Gross Alpha _____

Radium-226 _____

Price per set \$ _____

*Frequency: Monthly
Maximum turnaround time: 2 weeks*

Total Price \$ _____

b) Sixty (60) samples analyzed for:

Price per analyte \$

Sulfate _____

Chlorides _____

TDS _____

EXHIBIT A

Sodium

_____ *Price per set \$* _____

*Frequency: Predicted wet season weekly
Maximum turnaround time: 2 weeks*

Total Price \$ _____

c) Rare analytes:

Price per analyte \$

Fluoride, Dissolved (as F) _____

Radium-228 _____

Total Suspended Solids _____

Biochemical Oxygen Demand-5 _____

Iron, Total Recoverable _____

Phosphorus, Ortho (PO₄) _____

Hydrogen Sulfide _____

Color _____

Bromide (as Br) _____

Calcium, Total Recoverable _____

Copper, Total Recoverable,
with MIBK extraction _____

Cadmium, Total Recoverable _____

Nitrogen, Total _____

Nitrogen, Organic, Total (as N) _____

Nitrogen, Nitrate, Total (as N) _____

Nitrogen, Nitrite, Total (as N) _____

Nitrogen, Ammonia, Total Unionized(asN) _____

Aluminum, Total Recoverable _____

EXHIBIT A

Barium, Total Recoverable _____

Mercury, Total Recoverable
(low level - 245.7 or 1631 E) _____

Sulfite (as SO₃) _____

Surfactants (MBAS) _____

Total Alkalinity _____

Frequency: rare
Maximum turnaround time: 2 weeks

WASTEWATER TREATMENT PLANT NEEDS

Section V Reagent Water Analysis

a) Three (3) samples analyzed for:

Cadmium

Copper

Chromium

Nickel

Lead

Zinc

Frequency: Annually Price per sample \$
Maximum turnaround time: 2 weeks

Total Price \$

b) Twelve (12) samples analyzed for:

Student T Test ≤ 2.78

Frequency: Quarterly Price per sample \$
Maximum turnaround time: 2 weeks

Total Price \$

EXHIBIT A

c) Thirty six (36) samples analyzed for:

Total Kjeldahl Nitrogen
Ammonia/org N
Total Organic Carbon
HPC

Frequency: Monthly
Maximum turnaround time: 2 weeks

Price per sample \$ _____

Total Price \$ _____

Total Price for Section V: \$ _____

Section VI Effluent Discharge

a) Thirty Six (36) samples analyzed for:

Copper

Frequency: Monthly
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

b) Thirty Six (36) samples analyzed for:

Bromoform
Chloroform
Dichlorobromomethane
Dibromochloromethane
Total Trihalomethanes (calculated)

Frequency: Monthly
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

c) Four hundred sixty-eight (468) samples analyzed for:

Enterococcus

Frequency: 3/Week
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

EXHIBIT A

d) Seven hundred eighty (780) samples analyzed for:

Total Kjeldahl Nitrogen
Nitrate + Nitrite
Ammonia
Total Phosphorus
Total Nitrogen (calculated)

Frequency: Daily *Price per sample \$*
Maximum turnaround time: 1 week
Total Price \$

e) Three (3) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, color and corrosivity)
Table 1 – Inorganic Compounds
Table 3 – Disinfection Byproducts
Table 4 – Volatile Organic Compounds
Table 5 – Synthetic Organic Compounds
Table 6 – Secondary Standards
TTHMs, gross alpha, RA 226, RA 228
Boron, Total hardness

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

f) Three (3) samples analyzed for:

Low level dioxin

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

g) Six (6) samples analyzed for:

FDEP 62-620.910(2)
(excluding pH, cBOD, fecal coliform, chlorine residual and dissolved oxygen)

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

EXHIBIT A

h) One (1) sample analyzed for:

Cryptosporidium

Giardia

E. coli (MPN)

Enterococcus

Frequency: Biennial

Price per sample \$

Maximum turnaround time: 3 weeks

Total Price \$

i) Seventy five (75) samples analyzed for:

cBOD

TSS

Fecal coliform

Frequency: Daily

Price per sample \$

Maximum turnaround time: 3 weeks

Total Price \$

*Section VI.i will only apply if the City of Sarasota WWTP lab experienced down time due to equipment failure or during laboratory chemists vacation time. Daily pickups would be required.

Total Price for Section VI: _____

**Section VII follows on next page

EXHIBIT A

Section VII Groundwater Monitoring

a) One hundred ninety-two (192) samples analyzed for:

- Sulfate
- Total Dissolved Solids
- Arsenic
- Chromium
- Cadmium
- Lead
- Sodium
- Nitrate
- Chloride
- Fecal coliform

Frequency: Quarterly Price per sample \$

Maximum turnaround time: 3 weeks Total Price \$

b) Twelve (12) rounds of sampling 16 groundwater wells

Frequency: Quarterly Price per quarter (16 wells) \$

Maximum turnaround time: N/A Total Price \$

c) Six (6) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs)

Frequency: Once Price per sample \$

Maximum turnaround time: 3 weeks Total Price \$

Total Price for Section VII: _____

**Section VIII follows on next page

EXHIBIT A

Section VIII Wastewater Residuals

a) Twelve (12) samples analyzed for:

Arsenic

Cadmium

Copper

Lead

Mercury

Molybdenum

Nickel

Selenium

Zinc

Potassium

Total solids

Total Kjeldahl Nitrogen

Nitrate + Nitrite

Total Nitrogen

Total Phosphorus

Frequency: Quarterly

Price per sample \$ _____

Maximum turnaround time: 2 weeks

Total Price \$ _____

**** Summary Grand Total of All Sections on next page**

EXHIBIT A

Summary Grand Total All Sections

Total Price – Section I:	\$
Total Price – Section II:	\$
Total Price – Section III:	\$
Total Price – Section IV:	\$
Total Price – Section V:	\$
Total Price – Section VI:	\$
Total Price – Section VII:	\$
Total Price – Section VIII:	\$

Grand Total - All Sections \$ _____

EXHIBIT A

Water and Wastewater Treatment Plants Environmental Testing Services

Pricing Sheet

REVISED - (Addendum #2)

Section I Reagent Water Analysis

a) Seventy-two (72) samples analyzed for:

	Price per analyte \$
TKN	<u>12.00</u>
Ammonia/Organic Nitrogen (N)	<u>9.00</u>
Total Organic Carbon	<u>9.00</u>
	Price per set \$ <u>30.00</u>

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 2,160.00

Section II Drinking Water Analysis

a) Sixteen (16) samples analyzed for:
Total Coliform by Colilert or comparable SM9223B method for interlab comparison

Price per sample \$ 8.00

Frequency: Quarterly
Maximum turnaround time: 1 week

Total Price \$ 128.00

b) Forty-eight (48) samples analyzed for:

	Price per analyte \$
TTHM	<u>20.00</u>
HAA5	<u>45.00</u>
	Price per set \$ <u>65.00</u>

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Total Price \$ 3,120.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katharine C. Dittus* 05/23/18

EXHIBIT B

c) Six (6) samples analyzed for:

	Price per analyte \$
Lead	<u>7.00</u>
Nitrate	<u>5.00</u>
Nitrite	<u>5.00</u>
	Price per set \$ <u>17.00</u>

Frequency: Yearly
Maximum turnaround time: 2 weeks

Total Price \$ 102.00

d) Two (2) samples analyzed for:

	Price per group \$
Inorganics Table (except Asbestos)	<u>103.00</u>
Synthetic Organics Table (except Dioxin)	<u>500.00</u>
Volatile Organics Table (21 analytes)	<u>30.00</u>
Radionuclides Table	<u>154.00</u>
Secondaries Table (14)	<u>79.00</u>
Asbestos	<u>150.00</u>
	Price per set \$ <u>1,016.00</u>

Frequency: Triennially
Maximum turnaround time: 4 weeks

Total Price \$ 2,032.00

e) Forty (40) Lead and Copper Rule Customer Tap samples analyzed for:

	Price per analyte \$
Lead	<u>7.00</u>
Copper	<u>5.00</u>
	Price per set \$ <u>12.00</u>

Frequency: Triennially
Maximum turnaround time: 2 weeks

Total Price \$ 480.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - Katherine O'Donovan 05/23/18

EXHIBIT B

f) UCMR 4 samples analyzed for:

List #1 for groundwater
POE sites: 1
Distribution sites: 4
Influent sites: 2

Price per set \$ 2,799.00

Frequency: twice
Maximum turnaround time: 4 weeks

Total Price \$ 5,598.00

Section III Ground Water Analysis

a) Three hundred forty-two samples analyzed for:

Price per analyte \$

TDS 6.00

Chlorides 5.00

Sulfates 5.00

Price per set \$ 16.00

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 5,472.00

b) Twenty (20) samples analyzed for:

Price per analyte \$

HPC (MPN) 13.00

Maximum turnaround time: 2 weeks

Total Price \$ 260.00

Section IV Industrial Waste Analysis

a) One hundred eight (108) samples analyzed for:

	<i>Price per analyte \$</i>
Bicarbonate (CaCO3)	<u>7.00</u>
Sulfate	<u>5.00</u>
Chlorides	<u>5.00</u>
TDS	<u>6.00</u>
Ammonia, Nitrogen	<u>9.00</u>
Total Phosphorous	<u>9.00</u>
TKN (Total Kjeldahl Nitrogen)	<u>12.00</u>
Calcium	<u>4.00</u>
Magnesium	<u>4.00</u>
Sodium	<u>4.00</u>
Potassium	<u>4.00</u>
Iron	<u>4.00</u>
Gross Alpha	<u>27.00</u>
Radium-226	<u>61.00</u>
	Price per set \$ <u>161.00</u>

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 17,388.00

b) Sixty (60) samples analyzed for:

	<i>Price per analyte \$</i>
Sulfate	<u>5.00</u>
Chlorides	<u>5.00</u>
TDS	<u>6.00</u>

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIROANALYTICAL, INC. - *Khalani A. Dizon* 05/23/18
EXHIBIT B

Sodium

4.00

Price per set \$ 20.00

Frequency: Predicted wet season weekly
Maximum turnaround time: 2 weeks

Total Price \$ 1,200.00

c) Rare analytes:

Price per analyte \$

Fluoride, Dissolved (as F)

14.00

Radium-228

75.00

Total Suspended Solids

13.00

Biochemical Oxygen Demand-5

20.00

Iron, Total Recoverable

14.00

Phosphorus, Ortho (PO₄)

14.00

Hydrogen Sulfide

18.00

Color

12.00

Bromide (as Br)

15.00

Calcium, Total Recoverable

12.00

Copper, Total Recoverable,
with MIBK extraction

65.00

Cadmium, Total Recoverable

14.00

Nitrogen, Total

36.00

Nitrogen, Organic, Total (as N)

36.00

Nitrogen, Nitrate, Total (as N)

14.00

Nitrogen, Nitrite, Total (as N)

14.00

Nitrogen, Ammonia, Total Unionized(asN)

16.00

Aluminum, Total Recoverable

12.00

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL, INC. - *Katharine O'Neil* 05/23/18

EXHIBIT B

Barium, Total Recoverable	<u>14.00</u>
Mercury, Total Recoverable (low level - 245.7 or 1631 E)	<u>85.00</u>
Sulfite (as SO ₃)	<u>20.00</u>
Surfactants (MBAS)	<u>35.00</u>
Total Alkalinity	<u>14.00</u>

Frequency: rare
Maximum turnaround time: 2 weeks

Total Price \$ 582.00

WASTEWATER TREATMENT PLANT NEEDS

Section V Reagent Water Analysis

a) Three (3) samples analyzed for:

Cadmium
Copper
Chromium
Nickel
Lead
Zinc

Frequency: Annually
Maximum turnaround time: 2 weeks

Price per sample \$ 32.00

Total Price \$ 96.00

b) Twelve (12) samples analyzed for:

Student T Test ≤2.78

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Price per sample \$ 190.00

Total Price \$ 2,280.00

c) Thirty six (36) samples analyzed for:

Total Kjeldahl Nitrogen
Ammonia/org N
Total Organic Carbon
HPC

Frequency: Monthly Price per sample \$ 43.00
Maximum turnaround time: 2 weeks Total Price \$ 1,548.00

Total Price for Section V: \$ 3,924.00

Section VI Effluent Discharge

a) Thirty Six (36) samples analyzed for:

Copper

Frequency: Monthly Price per sample \$ 5.00
Maximum turnaround time: 1 week Total Price \$ 180.00

b) Thirty Six (36) samples analyzed for:

Bromoform
Chloroform
Dichlorobromomethane
Dibromochloromethane
Total Trihalomethanes (calculated)

Frequency: Monthly Price per sample \$ 20.00
Maximum turnaround time: 1 week Total Price \$ 720.00

c) Four hundred sixty-eight (468) samples analyzed for:

Enterococcus

Frequency: 3/Week Price per sample \$ 15.00
Maximum turnaround time: 1 week Total Price \$ 7,020.00

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katherine O. Dizon* 05/23/18

EXHIBIT B

d) Seven hundred eighty (780) samples analyzed for:

Total Kjeldahl Nitrogen
Nitrate + Nitrite
Ammonia
Total Phosphorus
Total Nitrogen (calculated)

Frequency: Daily Price per sample \$ 35.00
Maximum turnaround time: 1 week
Total Price \$ 27,300.00

e) Three (3) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, color and corrosivity)
Table 1 – Inorganic Compounds
Table 3 – Disinfection Byproducts
Table 4 – Volatile Organic Compounds
Table 5 – Synthetic Organic Compounds
Table 6 – Secondary Standards
Gross alpha, RA 226, RA 228

Frequency: Annually Price per sample \$ 984.00
Maximum turnaround time: 3 weeks Total Price \$ 2,952.00

f) Three (3) samples analyzed for:

Low level dioxin

Frequency: Annually Price per sample \$ 275.00
Maximum turnaround time: 3 weeks Total Price \$ 825.00

g) Six (6) samples analyzed for:

FDEP 62-620.910(2)
(excluding pH, cBOD, fecal coliform, chlorine residual and dissolved oxygen)

Frequency: Annually Price per sample \$ 428.00
Maximum turnaround time: 3 weeks Total Price \$ 2,568.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. — *Katharine O'Donoghue* 05/23/18

EXHIBIT B

h) One (1) sample analyzed for:

Cryptosporidium

Giardia

E. coli (MPN)

Enterococcus

Frequency: Biennial

Maximum turnaround time: 3 weeks

Price per sample \$ 538.00

Total Price \$ 538.00

i) Seventy five (75) samples analyzed for:

cBOD

TSS

Fecal coliform

Frequency: Daily

Maximum turnaround time: 3 weeks

Price per sample \$ 26.00

Total Price \$ 1,950.00

*Section VI.1 will only apply if the City of Sarasota WWTP lab experienced down time due to equipment failure or during laboratory chemists vacation time. Daily pickups would be required.

Total Price for Section VI: 44,053.00

**Section VII follows on next page

Section VII Groundwater Monitoring

a) One hundred ninety-two (192) samples analyzed for:

- Sulfate
- Total Dissolved Solids
- Arsenic
- Chromium
- Cadmium
- Lead
- Sodium
- Nitrate
- Chloride
- Fecal coliform

Frequency: Quarterly Price per sample \$ 55.00
Maximum turnaround time: 3 weeks Total Price \$ 10,560.00

b) Twelve (12) rounds of sampling 16 groundwater wells

Frequency: Quarterly Price per quarter (16 wells) \$ 624.00
Maximum turnaround time: N/A Total Price \$ 7,488.00

c) Six (6) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards Table 1 - 6
(excluding asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs)
(including Gross Alpha, RA-226, RA-228)

Frequency: Once Price per sample \$ 917.00
Maximum turnaround time: 3 weeks Total Price \$ 5,502.00

Total Price for Section VII: 23,550.00

**Section VIII follows on next page

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BECHMAK ENVIRONMENTAL, INC. - Katherine A. Dixon 05/23/18
EXHIBIT B

Section VIII Wastewater Residuals

a) Twelve (12) samples analyzed for:

Arsenic

Cadmium

Copper

Lead

Mercury

Molybdenum

Nickel

Selenium

Zinc

Potassium

Total solids

Total Kjeldahl Nitrogen

Nitrate + Nitrite

Total Nitrogen

Total Phosphorus

Frequency: Quarterly

Price per sample \$ 89.00

Maximum turnaround time: 2 weeks

Total Price \$ 1,068.00

**** Summary Grand Total of All Sections on next page**

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katherine A. Dorian* 05/23/18

EXHIBIT B

Summary Grand Total All Sections

Total Price – Section I:	\$	2,160.00	
Total Price – Section II:	\$	11,460.00	
Total Price – Section III:	\$	5,732.00	
Total Price – Section IV:	\$	18,588.00	Corrected Total \$19,170.00
Total Price – Section V:	\$	3,924.00	
Total Price – Section VI:	\$	44,053.00	
Total Price – Section VII:	\$	23,550.00	
Total Price – Section VIII:	\$	1,068.00	

Grand Total - All Sections \$ ~~110,535.00~~ Corrected Total
\$111,117.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. — *Katherine O. Dwyer* 05/23/18

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2018

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 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 Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	CONTACT NAME: Charyn Walker PHONE (A/C, No, Ext): 941-745-8300 E-MAIL ADDRESS: charynw@boydinsurance.com	FAX (A/C, No): 941-782-6287
	INSURER(S) AFFORDING COVERAGE	
INSURED Benchmark EnviroAnalytical, Inc. 1711 12th Street East Palmetto FL 34221	INSURER A : FCCI Insurance Company NAIC # 10178	
	INSURER B : Landmark American Insurance Company 33138	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 1396418048** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL0003715 13	7/20/2017	7/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		CA100003735-02	7/20/2017	7/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100015778-01	7/20/2017	7/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / A	001WC17A71128	10/22/2017	10/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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
B	Professional			LHC768830	4/1/2018	4/1/2019	Limit Aggregate 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid# 18-08BK Analytical Laboratory Services

Certificate Holder is included as Additional Insured on the General Liability policy described, per attached form CGL088, if required by written contract. General Liability provides Waiver of Subrogation in favor of the certificate holder shown per attached form CGL088, if required by written contract. Certificate Holder is included as Additional Insured on the Automobile policy described if required by written contract, per attached form CAU 003-FL (12-08). Umbrella policy is excess over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER The City of Sarasota, its individual trustees, officers, directors, employees, agents and representatives 1565 1st Street Sarasota FL 34236	CANCELLATION 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – LIABILITY COVERAGE is amended as follows:

A.1. Who Is An Insured provision is amended by adding the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Who Is An Insured is amended to include as an insured any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional insured but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

A.2. **Coverage Extensions, Supplementary Payments** a.(2) and a (4) are deleted and replaced with the following:

- (2) Up to \$3,000 for cost of bail bonds (including bond for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

4. **Coverage Extensions** a. and b. are deleted and replaced with the following:

a. **Transportation Expenses:**

We will pay up to \$40 per day to a total maximum of \$1,200 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. **Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$40 per day, to a total maximum of \$1200.

The following Coverage Extension is added:

c. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

d. **Auto Loan/Lease Gap Coverage**

For those businesses not shown in the Declarations as "auto" dealerships, the following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

D. **Deductible** is deleted and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning, and, no deductible applies to glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall be applied to damage to the windshield of any covered "auto."

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

Loss Conditions A.2.a. Duties in the Event of Accident, Claim, Suit or Loss is amended to add the following paragraph:

- (4) This duty applies when the "accident", claim, "suit" or "loss" is first known to:
 - (a) You, if you are an individual;
 - (b) A partner, if you are a partnership;

- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

General Conditions B.2. Concealment, Misrepresentation or Fraud is amended to include the following:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D; and
 - e. Care, Custody or Control damages under Coverage E.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

FCCI Insurance Company

A.M. Best #: 011257 NAIC #: 10178 FEIN #: 591365094

Domiciliary Address

6300 University Parkway
 Sarasota, FL 34240-8424
 United States

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 050127 - FCCI Mutual Insurance Holding Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
Financial Strength Rating View Definition	
Rating:	A (Excellent)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 12, 2018
Initial Rating Date:	December 18, 1995
Long-Term Issuer Credit Rating View Definition	
Long-Term:	a

Outlook:	Stable
Action:	Affirmed
Effective Date:	April 12, 2018
Initial Rating Date:	June 05, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Carl Altenburg

Director: Jacqualene Lentz, CPA

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective DateRating

4/12/2018	A
10/4/2016	A
5/22/2015	A
6/12/2014	A
6/13/2013	A

Long-Term Issuer Credit Rating

Effective DateRating

4/12/2018 a
 10/4/2016 a
 5/22/2015 a
 6/12/2014 a
 6/13/2013 a

Best's Credit Reports



Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 4/20/2018 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
Jun 18, 2012	A.M. Best Revises Outlook to Positive for FCCI Insurance Company and Its Subsidiaries

Find a Best's Credit Rating

Enter a Company Name

Landmark American Insurance Company

A.M. Best #: 012619 NAIC #: 33138 FEIN #: 730994137

Administrative Office View Additional Address Information
 945 East Paces Ferry Road
 Suite 1800
 Atlanta, GA 30326-1160
 United States

Web: www.rsui.com
Phone: 404-231-2366
Fax: 404-231-3755



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058309 - Alleghany Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
Financial Strength Rating View Definition	
Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XIV (\$1.5 Billion to \$2 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 29, 2017
Initial Rating Date:	September 23, 2003
Long-Term Issuer Credit Rating View Definition	

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: September 29, 2017
Initial Rating Date: November 16, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Scott Mangan
Director: Steven M. Chirico, CPA

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

A.M. Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
 September 29, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 2003.

Financial Strength Rating

Effective DateRating

9/29/2017	A+
8/19/2016	A+
4/24/2015	A+
4/2/2014	A+
2/28/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
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9/29/2017	aa-
8/19/2016	aa-
4/24/2015	aa-
4/2/2014	aa-
2/28/2013	a+

Best's Credit Reports



Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/16/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.