

**FIRST EXTENSION OF AGREEMENT FOR
ANALYTICAL LABORATORY SERVICES**

THIS FIRST EXTENSION OF AGREEMENT FOR ANALYTICAL LABORATORY SERVICES, made and entered into this 22 day of May, 2019 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 and CONTRACTOR entered into an Agreement for Analytical Laboratory Services dated July 13, 2018, hereinafter the Agreement, by which CONTRACTOR provides 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, the Agreement, by its terms, is set to expire on July 15, 2019; and

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

WHEREAS, CITY and CONTRACTOR desire to enter into this First Extension so as to extend the term of the Agreement for the first of up to two additional one-year periods.

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

1. Section 4, Term, of the Agreement is hereby modified so as to extend the term thereof for the first of up to two additional one-year periods. Said Section 4 will provide as follows:

4. Term: The term of this Agreement commenced on July 16, 2018. The term of this First Extension will become effective on July 16, 2019 and will expire at 11:59 p.m. on July 15, 2020. CITY may renew this Agreement for one additional one-year period upon the mutual agreement of the parties.

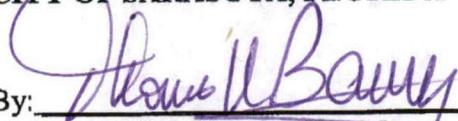
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by CITY and CONTRACTOR and each, by the execution of this First Extension of Agreement for Analytical Laboratory Services, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Extension of Agreement for Analytical Laboratory Services has been signed and sealed, in duplicate, by the respective parties hereto.

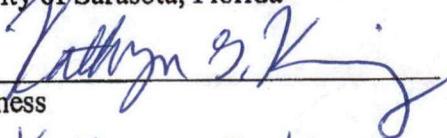
DATED this 22 day of May, 2019 by the **City of Sarasota, Florida.**

DATED this 16th day of April, 2019 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

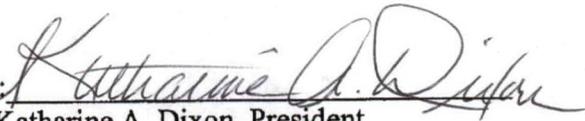

Witness

Kathryn G. King
Print Name


Witness

DIANE TAYLOR
Print Name

BENCHMARK ENVIROANALYTICAL, INC.

By: 
Katharine A. Dixon, President

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

[Signature]
Witness
Annah Jensen
Print Name

[Signature]
Witness
Bethina Beilfuss
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Manatee)

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of April, 2019, by Katharine A. Dixon, as President of Benchmark EnviroAnalytical, Inc. She is personally known to me or has produced FL Drivers license as identification.



BETH ANN REUTHER
Commission # GG 227865
Expires June 12, 2022
Bonded Thru Budget Notary Services

B.A. Reuther
Notary Public
Print Name: Beth A. Reuther