TERM CONTRACT FOR LABORATORY ANALYSIS SERVICES
(RFP-5099-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **PACE ANALYTICAL SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 8 East Tower Circle, Ormond Beach, FL 32174 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide laboratory analysis and field sampling services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and

services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Environmental Services
200 W County Home Rd
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this 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 the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services.
200 W County Home Rd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

PACE ANALYTICAL SERVICES, LLC.

By: _____

David Chaffman
Print Name

Director of Sales
Title

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
Gladys Marrozos, Procurement Administrator

Date:_____

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

SCOPE OF SERVICES

2.1 OVERVIEW

The contractor shall furnish all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. This contract may be awarded to multiple vendors, and no vendor is guaranteed a specific monetary allocation.

2.2 SCOPE OF SERVICES

A. Requested sample tests shall include but are not limited to; ground water, surface water, landfill leachate, industrial wastewater, industrial sludge, soils sediments, drinking water and domestic wastewater.

B. All analyses must be conducted using EPA-approved methods. If the Contractor changes analytical methods or detection limits, they must notify the County before implementing any changes.

C. The contractor must meet the Florida Department of Environmental Protection (FDEP), Method Detection Limit (MDL), and Practical Quantitation Limit (PQL) targets for all approved analytical methods as specified in Rule 62-4.246, F.A.C. If the contractor is unable to meet these targets, they must notify the County before running the samples and providing the results. The FDEP's target MDLs and PQLs are available at the following link: https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources.

D. The contractor shall provide all necessary material for collection, storage, and shipping. All materials must be in accordance with the standard requirements for each sample, (i.e., proper bottle and proper preservative). All requested materials must be provided within five (5) business days.

E. The contractor shall provide sampling kit bottles which shall be clearly labeled. Each kit should include any special packing material for proper storage and shipping. Any sample kits that require preservatives must be properly prepared and sealed to ensure that no leakage occurs prior to dropping off or pickup.

F. The contractor shall report all sample results to the County contact within twenty-eight (28) days of receipt of the sample(s) or a ten (10) day notification of sample results that are out of the normal limits. {The time frames will vary depending on the program requirements). The contractor acknowledges that time is of the essence to complete the work as specified in the contract. The Contractor shall waive sampling fees for tests and test results that are not completed within the specified time frame or if re- sampling is required due to lab error.

G. The Contractor shall not include any work on invoices in which the work is incomplete, and results have not yet been provided to the County.

H. If samples are lost, spilled or not analyzed within proper holding times, the Contractor shall reanalyze the sample or analyze replacement samples at no cost to the County. Continued violations by a contractor could constitute cause for immediate termination of the contract.

I. A written narrative will accompany any results (original or revised) for any of the following: 1) holding time violations, 2) analytical or sample receipt problems encountered, 3) reasons for QA/QC

sample result exceedances, or 4) observations regarding any occurrences which may adversely impact sample integrity or data quality.

J. Should the awarded contract include courier services, the Contractor must establish and adhere to a schedule for the pickup and delivery of samples and/or containers. This schedule will cover transport from the laboratory to the County's designated locations and vice-versa. Any changes to the courier schedule must be approved in advance by the County's primary or secondary contact and must not violate the designated sample hold times for any parameters

K. The Contractor shall not bill the County an hourly rate for any travel time. Billing shall begin when the vendor arrives at a County site and shall end when a vendor leaves a County site.

L. The sample quantities mentioned in this Invitation for Bid (IFB) are estimates only. They do not guarantee any future expenditures by Seminole County Government.

M. The Contractor shall have the capability to provide sample collection and limited analysis seven (7) days a week on an emergency basis (to be defined by each program, respectively).

N. All subcontractors intended for use under this contract must satisfy the requirements outlined in the Invitation for Bid (IFB). You are required to obtain pre-approval from the County Project Manager for all subcontractors at least 30 days before their scheduled service.

2.3 CONTRACTOR RESPONSIBILITIES

A. The awarded contractor(s) must provide all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. All services shall be provided at the fixed pricing submitted in the bid.

2.4 CONTRACTOR QUALIFICATIONS

A. The Contractor shall be certified by the State of Florida's Department of Health to perform all certification-required laboratory tests to include but not limited to metals, nutrients demand, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCBs, purgeable organics, and EPA40 CFR Part 258 Appendix I &11. The Contractor must be able to perform 50% of the chemical analysis and 100% of the bacteriological analysis on site. No subcontracting of any short holding time analysis (all samples with 48 hour hold times), excluding asbestos, will be permitted under this contract. The County Project Manager(s) may allow for some special circumstances with prior approval.

B. The Contractor shall be certified, licensed, and meet all state and local government requirements to provide all the requested services and tests specified within the context of the scope of services. The Contractor shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and maintain NELAP certification throughout the length of this contract.

C. The Contractor shall possess the capacity and capability to accept emergency samples and perform analysis within adequate hold times upon sample drop- off, that may be outside of normal business hours.

D. The Contractor must have achieved a "satisfactory" rating for FDEP's Performance Audit Inspection In accordance with F.A.C. Rule 62-160.650, Quality Assurance Chapter. Any successful participation

in official proficiency evaluation programs or inter-laboratory studies will also be considered (i.e., EPA-ICR, USGS, other State Certifications, DMR, etc.). Submittal of proficiency results shall be required.

E. The Contractor shall be capable of performing bacteriological testing within sufficient time of sample pick-up/drop-off to ensure analysis are performed within specified sample hold times. The cost of re-sampling and re-testing for any missed holding times shall be at the Contractor's expense.

F. The Contractor shall possess the technical expertise to conduct certified lab studies and support/represent the County in legal and/or regulatory proceedings regarding technical issues for landfills, surface water, water & wastewater treatment facilities, at the County's request at an hourly rate for legal proceedings (this is for vendor laboratory representation if it becomes a legal issue).

G. The Contractor shall have a minimum of five years' experience performing sampling and testing services for landfills and for water and wastewater treatment facilities. The Contractor's Project Manager, assigned to this contract, shall have a minimum of two years' experience in laboratory project management and will be required to provide a resume.

H. The Contractor must employ a full time Quality Control Officer to ensure all NELAP requirements are being met.

I. The Contractor shall provide copies of the most recent NELAP and State inspections for any facility you plan to use for these services. We will review the inspection findings specifically the number, severity, and any repeat issues—as part of our selection process.

J. Laboratories found to be non-compliant with Seminole County's agreements in the past five (5) years will not be considered.

K. The Contractor shall have a web base data handling/reporting system which will allow the County to access analytical reports on an as- needed basis. Said web-based system shall be provided for multiple users.

2.5 SAMPLE COLLECTION AND ANALYSIS

A. The Contractor may be responsible for field collection of the samples and providing all necessary equipment including pumps, monitoring equipment, sample bottles/kits, and personal protective equipment. Said equipment shall be properly maintained, serviced, and calibrated, as required by governing authorities. When field sampling is done by County personnel, the Contractor shall be responsible for providing sample bottles/kits, including coolers, within five (5) business days of the request.

B. The Contractor shall be capable of performing field testing, sampling collection and preservation in accordance with the following:

- Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) for Field Activities 001/01 including labeling of sample containers and completing the COC, Field Sampling Logs, and Field calibration Logs.
- Chapter 62-160 Florida Administrative Code (FAC).
- Approved methods as published by FDEP or Standard Methods, ASTM, or EPA Methods.

C. All reporting shall be completed within twenty-eight (28) days after collection event in accordance with all State deadlines. Reports should also include an Electronic Data Deliverable File (EDD) to be provided in a specified format needed to upload reports to regulatory agencies.

D. The Contractor's personnel shall always work closely with County Project Managers and field staff during time of agreement.

E. Other sampling and laboratory work shall be on an as needed basis to satisfy the National Pollutant Discharge Eliminations System (NPDES) Permit and other regulatory requirements.

2.6 PRICING

A. **All-Inclusive Pricing:** Contractor prices should include all costs for field sampling, laboratory analysis, and courier services for every program listed in the pricing sheets.

B. The contractor must submit the MDLs and PQLs for all requested parameters along with pricing.

C. Any applicable courier service costs must be included in your pricing and remain unchanged throughout the duration of the contract.

D. This contract may be awarded to multiple vendors. No vendor is guaranteed a specific amount of work or monetary allocation.

E. Estimated sample quantities are for informational purposes only. Quantities do not guarantee future expenditures.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Pace Analytical Services, LLC

Line Item	Description	Unit of Measure	Unit Cost
	SURFACE WATER		
1	Nitrate	Annual	$8.00
2	Nitrite	Annual	$8.00
3	BOD	Annual	$16.00
4	TSS	Annual	$8.00
5	TDS	Annual	$8.00
6	True Color	Annual	$13.00
7	Alkalinity	Annual	$14.00
8	Chlorophyll A	Annual	$30.00
9	Orthophosphate	Annual	$19.00
10	Total Kjeldahl Nitrogen	Annual	$15.00
11	Ammonia	Annual	$15.00
12	Total Phosphorus (Low Level)	Annual	$22.00
13	Total Nitrogen	Annual	$22.00
14	E.coli	As needed	$25.00
15	Arsenic	As needed	$6.99
16	Cadmium	As needed	$6.99
17	Chromium	As needed	$6.99
18	Cyanide	As needed	$20.00
19	Lead	As needed	$6.99
20	Mercury (Low level)	As needed	$90.00
21	Nickel	As needed	$6.99
22	Selenium	As needed	$6.99
23	Copper	As needed	$6.99
24	Manganese	As needed	$6.99
25	Silver	As needed	$6.99
26	Zinc	As needed	$6.99
27	Calcium	As needed	$6.99
28	Chloride	As needed	$8.00
29	Molybdenum	As needed	$6.99
30	DOC	As needed	$21.00
31	TOC	As needed	$21.00
	DRINKING WATER		
32	Nitrate	Annual	$8.00
33	Nitrite	Annual	$8.00
34	Lead	Annual	$6.99
35	Copper	Annual	$6.99
36	Total coliform	Annual	$14.00
37	Gross Alpha (including Uranium)	Annual	$40.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
38	Radium 228	Annual	$79.00
39	Radium 226	Annual	$79.00
40	Chloride	Annual	$8.00
41	Sulfate	Annual	$8.00
42	pH	Annual	$6.00
43	UV254	Annual	$60.00
44	TDS	Annual	$8.00
45	Chloride	Annual	$8.00
46	Sodium	Annual	$6.99
47	Bromide	Annual	$8.00
48	Bromate	Annual	$25.00
49	Color	Annual	$13.00
50	Alkalinity, total	Annual	$14.00
51	Total Hardness	Annual	$14.00
52	Sulfide, total	Annual	$25.00
53	Calcium	Annual	$6.99
54	Magnesium	Annual	$6.99
55	Potassium	Annual	$6.99
56	Sodium	Annual	$6.99
57	Total Iron	Annual	$6.99
58	Fluoride	Annual	$8.00
59	Lithium	Annual	$6.99
60	TOC	Annual	$21.00
61	Trihalomethane Analysis	Annual	$35.00
62	Total Haloacetic Acids	Annual	$65.00
63	Primary Drinking Water Standards	Annual	$354.89
64	Secondary Water Standards	Annual	$136.94
65	VOC's	Annual	$55.00
66	SOC's	Annual	$892.00
67	1,4 Dioxane 522	Annual	$130.00
68	PFAS 533	Annual	$205.00
69	PFAS 537.1	Annual	$205.00
	SOLID WASTE IPP SAMPLING REQUIREMENTS		
70	Arsenic	Annual	$6.99
71	Cadmium	Annual	$6.99
72	CBOD	Annual	$16.00
73	Chlorides	Annual	$8.00
74	Chromium	Annual	$6.99
75	Copper	Annual	$6.99
76	Cyanide	Annual	$20.00
77	Lead	Annual	$6.99
78	Manganese	Annual	$6.99
79	Mercury	Annual	$14.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
80	Molybdenum	Annual	$6.99
81	Nickel	Annual	$6.99
82	Selenium	Annual	$6.99
83	Silver	Annual	$6.99
84	Total Nitrogen	Monthly	$22.00
85	Total Suspended Solids	Annual	$8.00
86	Zinc	Annual	$6.99
	SOLID WASTE MSGP SAMPLING REQUIREMENTS		
87	Total Recoverable Iron	every two years	$6.99
88	Total Suspended Solids	every two years	$8.00
	GROUNDWATER MONOTORING WELLS		
89	Ammonia – N, Total	Semi-Annual	$15.00
90	Chlorides	Semi-Annual	$8.00
91	Iron	Semi-Annual	$6.99
92	Mercury	Semi-Annual	$14.00
93	Nitrate	Semi-Annual	$8.00
94	Phenols, Total	Semi-Annual	$42.00
95	Sodium	Semi-Annual	$6.99
96	Total dissolved solids (TDS)	Semi-Annual	$8.00
97	Those parameters listed in 40 CFR Part 258, Appendix I	Semi-Annual	$199.00
98	Field Collection Fees	Per Event	$3,000.00
	WASTEWATER		
99	CBOD	Annual	$16.00
100	TSS	Annual	$8.00
101	Fecal coliform	Annual	$14.00
102	Total Nitrogen	Annual	$22.00
103	TKN	Annual	$14.00
104	Total Phosphorus	Annual	$14.00
105	Nitrate	Annual	$8.00
106	Chloride	Annual	$8.00
107	Giardia	Annual	$850.00
108	Cryptosporidium	Annual	$850.00
	MONOTORING WELLS		
109	Water Level Relative To NGVD Total Nitrogen	Annual	$125.00
110	Total Nitrogen	Annual	$22.00
111	TDS	Annual	$8.00
112	Chloride	Annual	$8.00
113	Fecal coliform	Annual	$14.00
114	pH	Annual	$6.00
115	Turbidity	Annual	$8.00
116	TTHM	Annual	$34.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
117	Field Collection Fees	Hourly	$125.00
	RECLAIM		
118	Primary Drinking Water Standards	Annual	$2,692.90
119	Secondary Drinking Water Standards	Annual	$136.94
	INDUSTRIAL PRETREATMENT		
120	Acrolein	Annual	$55.00
121	Acrylonitrile	Annual	$55.00
122	Benzene	Annual	$55.00
123	Bromoform	Annual	$55.00
124	Carbon tetrachloride	Annual	$55.00
125	Chlorobenzene	Annual	$55.00
126	Chlorodibromomethane	Annual	$55.00
127	Chloroethane	Annual	$55.00
128	2-chloroethylvinyl ether	Annual	$55.00
129	Chloroform	Annual	$55.00
130	Dichlorobromomethane	Annual	$55.00
131	1,1-dichloroethane	Annual	$55.00
132	1,2-dichloroethane	Annual	$55.00
133	1,1-dichloroethylene	Annual	$55.00
134	1,2-dichloropropane	Annual	$55.00
135	1,3-dichloropropylene	Annual	$55.00
136	Ethylbenzene	Annual	$55.00
137	Methyl bromide	Annual	$55.00
138	Methyl chloride	Annual	$55.00
139	Methylene chloride	Annual	$55.00
140	1,1,2,2-tetrachloroethane	Annual	$55.00
141	Tetrachloroethylene	Annual	$55.00
142	Toluene	Annual	$55.00
143	1,2-trans-dichloroethylene	Annual	$55.00
144	1,1,1-trichloroethane	Annual	$55.00
145	1,1,2-trichloroethane	Annual	$55.00
146	trichloroethylene	Annual	$55.00
147	Vinyl chloride	Annual	$55.00
148	2- chlorophenol	Annual	$140.00
149	2,4-dichlorophenol	Annual	$140.00
150	2,4-dimethylphenol	Annual	$140.00
151	4,6-dinitro-o-cresol	Annual	$140.00
152	2,4-dinitrophenol	Annual	$140.00
153	2- nitrophenol	Annual	$140.00
154	4- nitrophenol	Annual	$140.00
155	P-chloro-m-cresol	Annual	$140.00
156	Pentachlorophenol	Annual	$140.00
157	Phenol	Annual	$140.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
158	2,4,6-trichlorophenol	Annual	$140.00
159	Acenaphthene	Annual	$140.00
160	Acenaphthylene	Annual	$140.00
161	Anthracene	Annual	$140.00
162	Benzidine	Annual	$140.00
163	Benzo(a)anthracene	Annual	$140.00
164	Benzo(a)pyrene	Annual	$140.00
165	3,4-benzofluoranthene	Annual	$140.00
166	Benzo(ghi)perylene	Annual	$140.00
167	Benzo(k)fluoranthene	Annual	$140.00
168	Bis (2-chloroethoxy)methane	Annual	$140.00
169	bis(2-chloroethyl)ether	Annual	$140.00
170	Bis (2-chloroisopropyl)ether	Annual	$140.00
171	Bis (2-ethylhexyl)phthalate	Annual	$140.00
172	4- bromophenyl phenyl ether	Annual	$140.00
173	Butylbenzyl phthalate	Annual	$140.00
174	2- chloronaphthalene	Annual	$140.00
175	4- chlorophenyl phenyl ether	Annual	$140.00
176	Chrysene	Annual	$140.00
177	Dibenzo(a,h)anthracene	Annual	$140.00
178	1,2-dichlorobenzene	Annual	$140.00
179	1,3-dichlorobenzene	Annual	$140.00
180	1,4-dichlorobenzene	Annual	$140.00
181	3,3'-dichlorobenzidine	Annual	$140.00
182	Diethyl phthalate	Annual	$140.00
183	Dimethyl phthalate	Annual	$140.00
184	Di-n-butyl phthalate	Annual	$140.00
185	2,4-dinitrotoluene	Annual	$140.00
186	2,6-dinitrotoluene	Annual	$140.00
187	Di-n-octyl Phthalate	Annual	$140.00
188	1,2-diphenylhydrazine (as azobenzene)	Annual	$140.00
189	Fluroranthene	Annual	$140.00
190	Fluorene	Annual	$140.00
191	Hexachlorobenzene	Annual	$140.00
192	Hexachlorobutadiene	Annual	$140.00
193	Hexachlorocyclopentadiene	Annual	$140.00
194	Hexachloroethane	Annual	$140.00
195	Indeno (L,2,3-Cd) Pyrene	Annual	$140.00
196	Isophorone	Annual	$140.00
197	Napthalene	Annual	$140.00
198	Nitrobenzene	Annual	$140.00
199	N-nitrosodimethylamine	Annual	$140.00
200	N-nitrosodi-n-propylamine	Annual	$140.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
201	N-nitrosodiphenylamine	Annual	$140.00
202	Phenanthrene	Annual	$140.00
203	Pyrene	Annual	$140.00
204	1,2,4-trichlorobenzene	Annual	$140.00
205	Aldrin	Annual	$140.00
206	Alpha-BHC	Annual	$140.00
207	Beta-BHC	Annual	$140.00
208	Gamma-BHC	Annual	$140.00
209	Delta-BHC	Annual	$140.00
210	Chlordane	Annual	$140.00
211	4,4'-DDT	Annual	$140.00
212	4,4'-DDE	Annual	$140.00
213	4,4'-DDD	Annual	$140.00
214	Dieldrin	Annual	$140.00
215	Alpha-Endosulfan	Annual	$140.00
216	Beta-Endosulfan	Annual	$140.00
217	Endosulfan sulfate	Annual	$140.00
218	Endrin	Annual	$140.00
219	Endrin aldehyde	Annual	$140.00
220	Heptachlor	Annual	$140.00
221	Heptachlor epoxide	Annual	$140.00
222	PCB-1242	Annual	$140.00
223	PCB-1254	Annual	$140.00
224	PCB-1221	Annual	$140.00
225	PCB-1232	Annual	$140.00
226	PCB-1248	Annual	$140.00
227	PCB-1260	Annual	$140.00
228	PCB-1016	Annual	$140.00
229	Toxaphene	Annual	$140.00
230	Antimony, Total	Annual	$6.99
231	Arsenic, Total	Annual	$6.99
232	Beryllium, Total	Annual	$6.99
233	Cadmium, Total	Annual	$6.99
234	Chromium, Total	Annual	$6.99
235	Copper, Total	Annual	$6.99
236	Lead, Total	Annual	$6.99
237	Mercury, Total	Annual	$14.00
238	Nickel, Total	Annual	$6.99
239	Selenium, Total	Annual	$6.99
240	Silver, Total	Annual	$6.99
241	Thallium, Total	Annual	$6.99
242	Zinc, Total	Annual	$6.99
243	Cyanide, Total	Annual	$20.00

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
244	Phenols, Total	Annual	$42.00
245	Bromide	Annual	$8.00
246	Fluoride	Annual	$8.00
247	Oil and Grease	Annual	$35.00
248	Radioactivity	Annual	$238.00
249	Sulfate	Annual	$8.00
250	Sulfide	Annual	$25.00
251	Sulfite	Annual	$34.00
252	Surfactants	Annual	$25.00
253	Aluminum, Total	Annual	$6.99
254	Barium, Total	Annual	$6.99
255	Boron, Total	Annual	$6.99
256	Cobalt, Total	Annual	$6.99
257	Iron, Total	Annual	$6.99
258	Magnesium, Total	Annual	$6.99
259	Molybdenum, Total	Annual	$6.99
260	Manganese, Total	Annual	$6.99
261	Tin, Total	Annual	$6.99
262	Titanium, Total	Annual	$6.99

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5099-25/LTT LABORATORY ANALYSIS SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Laboratory Analysis Services

Agreement Number: RFP- 5099-25/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP- 5099-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of November, 2025.

PaceAnalytical Services, LLC.
Consultant Name

By: _____
Print/Type Name: David M. Chaffman
Title: Director of Sales

STATE OF New Jersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this 7th day of November, 2025, by David M. Chaffman (Full Name of Affiant).

_____
Print/Type Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

GEORGE R LATHAM III
NOTARY PUBLIC
STATE OF NEW JERSEY

GEORGE R LATHAM III
Notary Public, State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David Chaffman

Title: Director of Sales

Signature: Date: 11/07/25

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT #_____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of **Pace Analytical Services, LLC** ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ **12/02/25**
Signature Date

David M. Chaffman, Director of Sales
Print Name, Title

STATE OF **New Jersey**
COUNTY OF **Hunterdon**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this **2** day of **Dec**, 20**25**, by **David M. Chaffman**, as **Director of Sales**, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

_____
Notary Public Signature
Print, Type or Stamp Name of Notary:_____
My commission expires:_____

(Affix Notary Stamp or Seal)

GEORGE R LATHAM III NOTARY PUBLIC STATE OF NEW JERSEY

GEORGE R LATHAM III
Notary Public State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Pace Analytical Services, LLC

Signature: _____

Printed Name: David Chaffman

Title: Director of Sales

Date: 11/07/25

Affix Corporate Seal (if applicable)

STATE OF NewJersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 7th day of November, 2025, by David M. Chaffman.

(name of person making statement)

GEORGE R LATHAM III
Notary Public, State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

_____
Signature of Notary Public

_____
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: Visual