

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFP 011-12

Contract No. 12-00001-A

Project Name Laboratory Testing Services for the Utilities Department

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Southern Analytical Laboratories, a Florida corporation located at 110 Bayview Blvd., Oldsmar, Florida 34677.**

WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **laboratory testing services for the City of Naples Utilities Department**, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for a **period of two years, with the City's option to renew for two one-year renewal periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$60,000.00 per project or assignment** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of this Agreement.**

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as

directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

**City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager**

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Southern Analytical Laboratories

110 Bayview Blvd.

Oldsmar, Florida 34677

Attention: Francis I. Daniels, Lab Director

President 2/21/12 (FA)

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

**ARTICLE FIFTEEN
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Jessica R. Rozenberg for
Tara A. Norman, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR: Southern Analytical Laboratories

Leslie C. Boardman
Witness Leslie C. Boardman

By: Francis Daniels
Its President Francis Daniels

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below, attached and made part of this Exhibit A.

It is imperative that the City of Naples be prepared for all sampling events the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) currently require and what they may require in the future.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified Laboratories, on an as needed basis, for a two-year period, with the City's option to renew for two additional one-year periods, to provide environmental testing services. Laboratories may use subcontracted labs to perform the services. All test results will be TNI certified.

Those services would include:

- Lab analyses with accurate results and chain of custody.
 - Provide coolers and sample containers.
 - 24 hour turnaround time, if necessary, for lab analysis.
 - Electronic Data reporting & invoicing.
 - No charges for custom reporting.
- Subcontractors that provide exclusive services (eg.- Crypto Sporidium / Giardia testing).

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis *[or other basis]* as follows:

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 B13-855-1844 fax B13-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Drinking (Potable) Water Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.

Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses (FAC Ch. 62-550)			
Primary Inorganics (excluding Asbestos)	Various	\$150.00	
Primary VOCs	524.2	\$65.00	
Primary SOCs (excluding Dioxin)	Various	\$500.00	
Total Trihalomethanes	524.2	\$40.00	No charge if included with Prim VOCs
Haloacetic Acids (Inc. 5 Prim DW compds)	552.2	\$75.00	
Primary Radionuclides	Various	\$180.00	Inc. G Alpha (Evap), Ra-226, Ra-228, U
DW Secondary Contaminants	Various	\$150.00	
DW Group I Unregulated (If required)	Various	\$225.00	No charge if included with Prim SOCs
DW Group II Unregulated (If required)	524.2	\$65.00	No charge if included with Prim VOCs
DW Group III Unregulated (If required)	625	\$150.00	
Lead and Copper	200.8	\$18.00	
Reagent Water Heavy Metals (Group)	200.7 or 200.8	\$50.00	Annual Microbiology DI Water QC

Individual Analyses	Method	Unit Price	Comments
Acrylamide	8032	\$200.00	
Alkalinity, Total	SM2320B	\$12.00	Inc. bicarb, carb alk, if requested
Aluminum, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Ammonia Nitrogen	350.1	\$10.00	
Ammonia / Organic Nitrogen	350.1/351.2	\$30.00	Monthly Microbiology DI Water QC
Antimony, ICP/MS	200.8	\$10.00	
Antimony, GFAA	SM3113B	\$20.00	
Arsenic, ICP/MS	200.8	\$10.00	
Arsenic, GFAA	SM3113B	\$20.00	
Asbestos (Potable Matrix)	100.2	\$200.00	Subcontract
Barium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Beryllium, ICP	200.7	\$10.00	
Bromate	300.0 or 300.1	\$30.00	
Bromide	300.0 or 300.1	\$12.00	
Cadmium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Cadmium, GFAA	SM3113B	\$20.00	
Calcium, ICP	200.7	\$10.00	
Carbamate Pesticides	531.1	\$60.00	
Chloride	300.0 or 325.2	\$12.00	
Chlorinated Herbicides	515.3	\$75.00	
Chlorinated Pesticides & PCBs	508.1	\$75.00	
Chlorine, Residual	SM4500Cl G	\$15.00	Monthly Microbiology DI Water QC
Chlorite	300.0 or 300.1	\$30.00	
Chromium, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$40.00	
Coliforms, Total / E. Coli - Colilert (18 Hour)	SM9223B	\$10.00	
Coliforms, Total - Membrane Filter	SM9222B	\$15.00	
Coliforms, Total / E. Coli - Membrane Filter	m-ColiBlue24	\$15.00	
Color	SM2120B	\$10.00	
Copper, ICP or ICP/MS	200.7 or 200.8	\$10.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cryptosporidium and Giardia	1623	\$800.00	Subcontract
Cyanide, Total	SM4500CN E	\$25.00	
Dioxin (Potable Matrix)	1613B	\$350.00	Subcontract

**LEGAL DESCRIPTION
UTILITY EASEMENT "A"**

**A 20 FOOT WIDE UTILITY EASEMENT
AT THE CITY OF NAPLES MUNICIPAL AIRPORT**

A 20 FOOT WIDE STRIP OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN N 00°06'20" W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, THE SAME BEING THE WEST RIGHT-OF-WAY LINE OF NORTH ROAD, A 60 FOOT WIDE RIGHT-OF-WAY, FOR A DISTANCE OF 690.22 FEET; THENCE RUN N 90°00'00" E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH ROAD, FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE STRIP OF LAND; THENCE RUN N 00°06'07" W FOR A DISTANCE OF 765.64 FEET; THENCE RUN N 11°15'00" W FOR A DISTANCE OF 88.15 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN N 00°06'20" W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1,098.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE RUN N 89°34'25" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 20.00 FEET; THENCE RUN S 00°06'20" E FOR A DISTANCE OF 1,096.91 FEET; THENCE RUN S 11°15'00" E FOR A DISTANCE OF 88.16 FEET; THENCE RUN S 00°06'07" E FOR A DISTANCE OF 767.63 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID NORTH ROAD; THENCE RUN N 90°00'00" W, ALONG SAID NORTH LINE, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE STRIP OF LAND, CONTAINING 0.90 ACRE OR 39,052 SQUARE FEET, MORE OR LESS.

NOTES:

1. SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING N 00°06'20" W.

Eric V. Sandoval 3-8-11
 SIGNATURE DATE SIGNED:
 ERIC V. SANDOVAL (FOR THE FIRM - LB-734)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5223

* THIS IS NOT A SURVEY *

 <p style="font-size: small;">2525 Santa Cruz Fort Myers, FL 33901-5512 239.276.1200 • FAX 239.276.0222 E-MAIL: info@tcw-engineers.com Engineering Certificate # 2552 Survey LB # 734</p>	DRAWN BY: M.A.T.	JOB NO.: 10639.00	SHEET 1 OF 2
	LEGAL DESCRIPTION "A"		
	20 FOOT WIDE UTILITY EASEMENT "A" SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA		
	DATE: MARCH 2011		DRAWING: 10539-LEG-A2

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 813-855-1844 fax 813-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Non-Potable (Environmental) Water Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.

Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses			
Appendix I, 40 CFR Part 258 - Inorganics (Metals)	6010	\$75.00	
Appendix I, 40 CFR Part 258 - Organics	8260, 8011	\$100.00	
Appendix I, 40 CFR Part 258 - Complete	6010, 8260, 8011	\$175.00	
Appendix II, 40 CFR Part 258 - Inorganics	Various	\$100.00	
Appendix II, 40 CFR Part 258 - Organics	Various	\$500.00	
Appendix II, 40 CFR Part 258 - Complete	Various	\$600.00	
Priority Pollutants, Complete, 40 CFR 122 App D	Various	\$490.00	
TCLP, Metals Only (with extraction)	1311, 6010, 7470	\$150.00	
TCLP, Full	Various	\$700.00	
Primary Inorganics (excluding Asbestos)	Various	\$150.00	
Primary VOCs	624	\$65.00	
Primary SOCs (exc. Dioxin), Non-Potable Matrix	Various	\$550.00	
Total Trihalomethanes	624	\$40.00	No charge if included with Prim. VOCs
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Primary Radionuclides	Various	\$180.00	Inc. G Alpha (Evap), Ra-226, Ra-228, U
DW Secondary Contaminants	Various	\$150.00	

Analysis	Method	Unit Price	Comments
Individual Analyses			
Alkalinity, Total	310.1 or SM2320B	\$12.00	Inc. bicarb, carb alk, if requested
Aluminum, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Antimony, GFAA	SM3113B	\$20.00	
Antimony, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Arsenic, GFAA	SM3113B	\$20.00	
Arsenic, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Asbestos (Non-Potable Matrix)	100.2	\$300.00	Subcontract
Atrazine	SAL SV-033-R00	\$100.00	Modified 625
Barium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Base Neutral / Acid Extractable Organics	625 or 8270	\$150.00	
Beryllium, ICP	200.7 or 6010	\$10.00	
Boron, ICP	200.7	\$15.00	
Bromate	300.0	\$30.00	
Bromide	300.0	\$12.00	
Cadmium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Calcium, ICP	200.7 or 6010	\$10.00	
Carbamate Pesticides	531.1	\$60.00	
Chelation/Extraction for Metals in Saline Waters	Extraction Only	\$50.00	
Chlorate	300.0	\$30.00	
Chloride	300.0 or 325.2	\$12.00	
Chloride (Titrimetric)	SM4500CL B	\$15.00	
Chlorinated Herbicides	6640B	\$100.00	
Chlorinated Herbicides (HPLC)	8321	\$125.00	
Chlorinated Pesticides	608 or 8081	\$75.00	Method 608 includes PCBs
Chlorine, Residual	SM4500Cl G	\$15.00	
Chlorite	300.0	\$30.00	
Chlorophylls	SM10200 H	\$25.00	Inc. a, b, c, pheophytin, if requested
Chromium, Hexavalent Colorimetric	SM3500Cr B	\$40.00	
Chromium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Cobalt, ICP	200.7 or 6010	\$10.00	
Coliforms, Fecal - Membrane Filter	SM9222D	\$15.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$40.00	
Coliforms, Total / E. Coli - Colilert (18 Hour)	SM9223B / Quanti-Tray	\$10.00	
Coliforms, Total - Membrane Filter	SM9222B	\$15.00	
Coliforms, Total - Multiple Tube MPN	SM9221B	\$40.00	
Color	SM2120B	\$10.00	

Copper, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Copper, GFAA	SM3113B	\$20.00	
Corrosivity (Langelier Index)	SM2330B	\$30.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cryptosporidium and Giardia	1623	\$800.00	Subcontract
Cyanide, Amenable (Total & Amenable)	335.1 or SM4500CN G	\$50.00	
Cyanide Free	335.2 or SM4500CN E	\$25.00	
Cyanide, Total	335.2 or SM4500CN E	\$25.00	
Dioxin (Non-Potable Matrix)	1613B	\$400.00	Subcontract
Diquat	549.2	\$75.00	
Elutriate Test (Elutriate Preparation in Triplicate)	EPA/COE	\$100.00	
Endothall	548.1	\$75.00	
Enterococci	Enterolert	\$25.00	
Ethylene dibromide (EDB) and DBCP	504, 504.1 or 8011	\$60.00	
Expedited "Rush" Turnaround - 1 to 3 Days		2.0 times Unit	
Weekend/Holiday Service		1.5 times Unit	
Fluoride	300.0	\$12.00	
Fluoride, ISE	SM4500F C	\$15.00	
Foaming Agents (Surfactants - MBAS)	425.1 or SM5540C	\$20.00	
Glyphosate	547	\$60.00	
Gross Alpha (Cocprecipitation for high TDS)	EPA 00-02	\$40.00	
Gross Alpha (Evaporation)	SM7110B or 900.0	\$25.00	
Gross Beta	SM7110B or 900.0	\$25.00	
Haloacetic Acids (Inc. 5 Prim. DW compds)	552.2	\$75.00	
Haloacetic Acids (Inc. all 9 compds in method)	552.2	\$125.00	
Hardness, Calcium	SM2340B	\$10.00	
Hardness, Magnesium	SM2340B	\$10.00	
Hardness, Total	SM2340B	\$20.00	
Heterotrophic Plate Count	SM9215B	\$25.00	
Hexane Extractable Material	1664	\$40.00	Oil & Grease
Hexane Extractable Material SGT	1664	\$40.00	Petroleum Hydrocarbons
Ignitability (Flash Point)	1010	\$75.00	Subcontract
Iron, ICP	200.7 or 6010	\$10.00	
Lead, GFAA	SM3113B	\$20.00	
Lead, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Library Search - Mass Spec (NIST) 10 components	625/8270	\$50.00	
Lithium, ICP	6010	\$15.00	
Magnesium, ICP	200.7 or 6010	\$10.00	
Manganese, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Mercury, Cold Vapor AA	245.1 or 7470	\$15.00	
Mercury, Ultra Low Level	1631E	\$50.00	
Molybdenum, ICP	200.7 or 6010	\$10.00	
Nickel, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Nitrogen, Ammonia	350.1	\$10.00	
Nitrogen, Kjeldahl (TKN)	351.2	\$20.00	
Nitrogen, Nitrate	300.0	\$12.00	
Nitrogen, Nitrate	353.2	\$12.00	
Nitrogen, Nitrate-Nitrite	353.2	\$12.00	
Nitrogen, Nitrite	300.0	\$12.00	
Nitrogen, Nitrite	354.1 or SM4500NO2B	\$12.00	
Nitrogen, Organic	350.1/351.2	\$30.00	
Nitrogen, Unionized Ammonia	DEP SOP 10/03/83	\$20.00	
Odor	SM2150B	\$25.00	
Organic Carbon, Dissolved	SM5310B	\$25.00	Same price as TOC when field filtered
Organic Carbon, Total	415.1 or SM5310B	\$20.00	
Oxygen Demand, Biochemical (BOD)	405.1 or SM5210B	\$20.00	
Oxygen Dem. Carbonaceous Biochem (CBOD)	SM5210B	\$20.00	
Oxygen Demand, Chemical (COD)	410.4	\$20.00	
Perchlorate	314.0	\$100.00	
pH	150.1 or SM4500H+ B	\$8.00	
pH (Waste Corrosivity)	9040	\$25.00	
Phenols, Total Recoverable	420.1	\$40.00	Distillation / Direct Colorimetric
Phenols, Total Recoverable (Low Detection Limit)	420.1	\$100.00	Distillation / Chloroform Extraction
Phosphorus Pesticides	8141	\$150.00	Subcontract
Phosphorus, Orthophosphate	300.0, 365.1, SM4500P E	\$12.00	
Phosphorus, Total	365.1 or SM4500P E	\$15.00	
Polychlorinated Biphenyls (PCBs)	608 or 8082	\$75.00	No charge if Included with 608 Pests
Polynuclear Aromatic Hydrocarbons	610, 8310, 8270	\$100.00	

Potassium, ICP	200.7 or 6010	\$10.00	
PP Base/Neutral and Acid Extractables (GC/MS)	625	\$150.00	
PP Cyanide and Total Recoverable Phenols	335.2, 420.1	\$65.00	
PP Metals	200.7 or 200.8, 245.1	\$100.00	
PP Pesticides and PCBs	608	\$100.00	
PP Volatiles	624	\$75.00	
Radium-226	903.1	\$60.00	
Radium-228	Ra-05	\$75.00	
Salinity	SM2520B	\$8.00	
Selenium, GFAA	SM3113B	\$20.00	
Selenium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Semi-Vol Organics, Appendix II Sublist	8270	\$250.00	
Silicon, ICP	200.7 or 6010	\$15.00	
Silver, GFAA	SM3113B	\$20.00	
Silver, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Simazine	SAL SV-033-R00	\$100.00	Modified 625
Sodium, ICP	200.7 or 6010	\$10.00	
Solids, Total	160.3 or SM2540B	\$12.00	
Solids, Total Dissolved	160.1 or SM2540C	\$12.00	
Solids, Total Suspended	160.2 or SM2540D	\$12.00	
Solids, Total Volatile	160.4	\$20.00	
Solids, Volatile Dissolved	160.4	\$20.00	
Solids, Volatile Suspended	160.4	\$20.00	
Specific Conductance	120.1 or SM2510B	\$8.00	
Strontium, ICP	6010	\$10.00	
Sulfate	300.0	\$12.00	
Sulfide	376.1 or SM4500S F	\$20.00	
Tannin	SM5550	\$60.00	
SPLP Bottle Extraction	1312	\$75.00	
SPLP Zero Headspace Extraction	1312	\$100.00	
TCLP Bottle Extraction	1311	\$75.00	
TCLP Filtration (For aqueous liquid samples only)	1311	\$50.00	
TCLP Zero Headspace Extraction	1311	\$100.00	
TCLP Metals on Extract	6010, 7470	\$75.00	
TCLP Pesticides and Herbicides on Extract	8081, 8321	\$225.00	
TCLP Semi-Volatile Organics on Extract	8270	\$150.00	
TCLP Volatile Contaminants on ZH Extract	8260	\$75.00	
Thallium, GFAA	279.2	\$20.00	
Thallium, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	
Tin, ICP	200.7 or 6010	\$10.00	
Titanium, ICP	200.7	\$10.00	
Total Organic Halides (TOX)	450.1	\$125.00	Subcontract
Total Petroleum Hydrocarbons	FLPRO	\$75.00	
Trihalomethanes, Total	624 or 8260	\$40.00	
Turbidity	180.1 or SM2130B	\$8.00	
Uranium, ICP/MS	200.8	\$20.00	
UV254	SM5910B	\$20.00	
Vanadium, ICP	200.7 or 6010	\$10.00	
Volatile Organic Compounds	624 or 8260	\$75.00	
VOCs, Pharmaceutical Industry	1666	\$200.00	
Zinc, ICP or ICP/MS	200.7, 200.8, 6010, 6020	\$10.00	

SOUTHERN ANALYTICAL LABORATORIES INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 813-855-1844 fax 813-855-2218

City of Naples - Compensation Schedule

Scope of Services and Unit Prices - Solid Matrix (Inc. Sludge) Analyses (2012)

Prices per test/group are for routine service Monday - Friday, 8:00 AM - 5:00 PM.
Samples requesting weekend or expedited service may incur surcharges as listed below.

Analysis	Method	Unit Price	Comments
Group Analyses			
Sludge FAC 62-640, 40 CFR 503	Various	\$150.00	
Priority Pollutants Complete, 40 CFR 122 App D	Various	\$825.00	
TCLP, Full	Various	\$700.00	
Individual Analyses			
Aluminum, ICP	6010	\$15.00	
Aluminum, ICP (Sediment, complete dissolution)	6010	\$50.00	
Antimony, ICP	6010	\$15.00	
Antimony, GFAA	7041	\$25.00	
Arsenic, ICP	6010	\$15.00	
Arsenic, GFAA	7060	\$25.00	
Barium, ICP	6010	\$15.00	
Beryllium, ICP	6010	\$15.00	
Cadmium, ICP	6010	\$15.00	
Calcium, ICP	6010	\$15.00	
Chlorinated Herbicides	8151	\$200.00	Subcontract
Chlorinated Pesticides	8081	\$125.00	
Chromium, ICP	6010	\$15.00	
Chromium, GFAA	7191	\$25.00	
Cobalt, ICP	6010	\$15.00	
Coliforms, Fecal - Multiple Tube MPN	SM9221E	\$75.00	
Coliforms, Total - Multiple Tube MPN	SM9221B	\$75.00	
Copper, ICP	6010	\$15.00	
Copper, GFAA	7211	\$25.00	
Courier charge, Oldsmar/Naples/Oldsmar		\$125.00	Emergency Pickup
Cyanide, Total	9010.9011	\$50.00	
Expedited "Rush" Turnaround - 1 to 3 Days		2.0 times Unit	
Weekend/Holiday Service		1.5 times Unit	
Iron, ICP	6010	\$15.00	
Lead, ICP	6010	\$15.00	
Lead, GFAA	7421	\$25.00	
Library Search - Mass Spec (NIST) 10 components	8270	\$50.00	
Lithium, ICP	6010	\$25.00	
Magnesium, ICP	6010	\$15.00	
Manganese, ICP	6010	\$15.00	
Mercury, Cold Vapor AA	7471	\$40.00	
Molybdenum, ICP	6010	\$15.00	
Nickel, ICP	6010	\$15.00	
Nitrogen, Ammonia	350.1	\$25.00	
Nitrogen, Kjeldahl (TKN)	351.2	\$25.00	
Nitrogen, Nitrate-Nitrite	353.2	\$20.00	
Nitrogen, Organic	350.1, 351.2	\$50.00	
pH	9040 or 9045	\$15.00	
Phosphorus Pesticides	8141	\$200.00	Subcontract
Phosphorus, Total	365.2	\$20.00	
Polychlorinated Biphenyls (PCBs)	8082	\$125.00	
Polynuclear Aromatic Hydrocarbons	8310 or 8270	\$150.00	
Potassium, ICP	6010	\$15.00	
PP Base/Neutral and Acid Extractables (GC/MS)	8270	\$200.00	
PP Cyanide and Total Recoverable Phenols	335.2, 420.1	\$125.00	
PP Metals	6010, 7471	\$125.00	
PP Pesticides and PCBs	8081, 8082	\$250.00	
PP Volatiles	8260	\$125.00	

Selenium, ICP	6010	\$15.00
Selenium, GFAA	7740	\$25.00
Semi-Volatile Organics	8270	\$200.00
Silicon, ICP	6010	\$25.00
Silver, ICP	6010	\$15.00
Sodium, ICP	6010	\$15.00
Solids, Total	160.3	\$15.00
Strontium, ICP	6010	\$15.00
SPLP Bottle Extraction	1312	\$75.00
SPLP Zero Headspace Extraction	1312	\$100.00
TCLP Bottle Extraction	1311	\$75.00
TCLP Filtration (For aqueous liquid samples only)	1311	\$50.00
TCLP Zero Headspace Extraction	1311	\$100.00
TCLP Metals on Extract	6010, 7470	\$75.00
TCLP Pesticides and Herbicides on Extract	8081, 8321	\$225.00
TCLP Semi-Volatile Organics on Extract	8270	\$150.00
TCLP Volatile Contaminants on ZH Extract	8260	\$75.00
Thallium, ICP	6010	\$15.00
Thallium, GFAA	7841	\$25.00
Tin, ICP	6010	\$15.00
Total Petroleum Hydrocarbons	FLPRO	\$125.00
Vanadium, ICP	6010	\$15.00
Volatile Organic Compounds	8260	\$150.00
Waste Corrosivity (pH)	9040	\$25.00
Zinc, ICP	6010	\$15.00

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate**. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the President of **Southern Analytical Laboratories**, and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

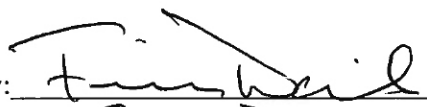
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 21st day of February, 2012.

By: 
Francis Daniels

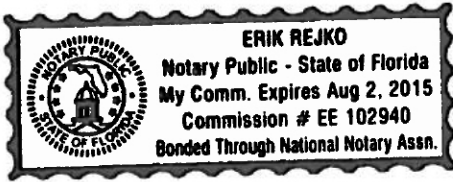
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me this 21st day of FEBRUARY, 2012.

The Affiant, FRANCIS DANIELS is [] personally known to me or [] has produced FLORIDA DRIVERS LIC. as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.



ERIK REJKO
Print Name

[Signature]
NOTARY PUBLIC - STATE
OF SUNTRUST BANK
Commission Number: EE 102940
My Commission Expires: AUG 2, 2015
(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

SOUTH-6

OP ID: SK

DATE (MM/DD/YYYY)

02/23/12

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).

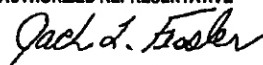
PRODUCER Fessler Agency-Clearwater 3165 N McMullen Booth Road G-2 Clearwater, FL 33761-2020 Case J. Fessler, CIC	727-726-3377	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	727-725-4698		
INSURED Southern Analytical Laboratories, Inc. 110 Bayview Blvd. Oldsmar, FL 34677	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FCCI Insurance Company		10178
	INSURER B : FCCI Commercial Insurance Co.		33472
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	GL00121051	08/12/11	08/12/12	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 PRDDUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00189181	08/12/11	08/12/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	67472	11/01/11	11/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The City of Naples is included as an additional insured per form CGL026, on a primary basis per form CG0001. Project: Lab Testing Services, RFP 011-12 *30 day notice of cancellaiton					

CERTIFICATE HOLDER**CANCELLATION**

CITYNAP The City of Naples 735 Eighth Street South Naples, FL 34102	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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