

**FIRST AMENDMENT
TO SERVICES AGREEMENT**
Clerk Tracking No. 16-00183

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Services is made and entered into this 17th day of November 2016 by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **PACE ANALYTICAL SERVICES, LLC**, a Minnesota Limited Liability Company authorized to do business in Florida, formerly Southern Analytical Laboratories, Inc., a Delaware Corporation (the "Contractor").

WHEREAS, the City and the former Contractor entered into that certain Agreement on March 7, 2012; **RFP No. 12-011 (011-12) and Clerk Tracking No. 12-00001-A** (the "Original Agreement") to furnish **Laboratory Testing Services for the Utilities Department** (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide said services as provided by former Contractor that has been acquired by Pace Analytical Services, LLC as indicated in Attachment A-1 which is attached and made a part of this First Amendment and, pursuant to the terms and conditions contained herein.

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the CITY and CONTRACTOR will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **"Article Five, Maintenance of Records"** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this Amendment.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk,

**City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com;
Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.**

5.3 The CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
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3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof.
 4. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain

in full force and effect.

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk



CITY:

CITY OF NAPLES, FLORIDA

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:

PACE ANALYTICAL SERVICES, LLC

8 East Tower Circle

Ormond Beach, Florida 32174

Att: **Bob Dempsey**, General Manager Pace Florida

David M. Chaffman
Witness (Signature)

Printed
Name: David M. Chaffman

By: Bob Dempsey
(Signature)

Printed
Name: Bob Dempsey

Title: General Manager

SOUTHERN ANALYTICAL LABORATORIES, INC.

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



October 18, 2016

RE: Southern Analytical Laboratories Joins Pace Analytical Services National Laboratory Network

Dear Valued Customer:

I am writing to inform you that SAL will be joining Pace Analytical Services. While retiring personally, I have arranged for the lab to join the Pace network in order to expand and improve this lab's service offerings and capabilities, and to ensure that our customers will continue to receive the best service possible. The official transition date is November 1, 2016.

As a part of this decision process, I have considered various options. The outcome of my analysis was that Pace, as the 2nd largest laboratory network in the USA, was the best potential partner for SAL and for our customers. Most of our current employees will be joining Pace, and they will have expanded resources to serve you with Pace. Pace will be folding their operations in Tampa into the existing SAL laboratory facilities here in Oldsmar and your account will continue to be serviced from here.

Pace is committed to providing the continued high level of service that you have been accustomed to. All of your project management and client services contacts will remain the same, field services will continue, and present courier routes will be maintained. You will see a few initial changes mostly related to report appearance. There will be a conversion to the Pace LIMS on November 1. Extensive efforts are being made ahead of the changeover to make sure that compound lists, methods, and reporting limits remain the same. Finally, and perhaps most importantly, all current prices will remain the same. If you would like to discuss this transition, we are at your service.

Pace will be contacting you to learn more about your testing needs and to review your level of satisfaction with our service. I am personally extremely grateful for your past and current support of SAL. I am also proud of the staff that has worked so hard to serve your needs and very happy that they will be there for you in the future. I encourage you to continue with Pace in what promises to be a very beneficial transition for our customers.

Sincerely,

Frank Daniels
President
Southern Analytical Laboratories, Inc.



October 27, 2016

Mr. Jed Secory, Contracts Manager
City of Naples
735 Eighth Street South
Naples, FL 34102-3796

Pace Analytical Services, LLC
1800 Elm St SE
Minneapolis, MN 55414

Phone: 612.607.6400
Fax: 612.607.6344

RE: Contract

Greeting

This letter serves as the official notice of Pace Analytical Services, LLC's intent to acquire Southern Analytical Laboratories' assets, including the contract between Southern and City of Naples (RFP 011-12). We also wanted to advise you that Pace Analytical intends to honor the terms and conditions (including pricing) related to the above-mentioned contract for its full term, as well as any extensions.

As of November 1, 2016, Pace Analytical will assume ownership of Southern Analytical Laboratories (SAL) and begin operating the former SAL lab at 110 S. Bayview Blvd., Oldsmar, FL 34677 as a Pace Analytical Services facility. All associated services related to the analytical testing services needed to fulfill the terms of your contract will continue to be managed from that location. Field and courier services will continue as needed to service your needs without interruption.

Please send a letter of novation naming Pace Analytical Services, LLC as the new contract holder to my attention at the Oldsmar address listed above.

Attached is a W-9 to update your files.

We will also be working with you to update contact information. Email addresses will gradually change to our standard format (FirstName.LastName@pacelabs.com). Our new invoice remit to address is PO Box 684056 Chicago, IL 60695-4056, for invoices dated on or after November 1, 2016. Phone numbers, though, will remain the same insofar as possible.

If you have any questions, please feel free to contact me at david.chaffman@pacelabs.com and 772-349-7965.

Sincerely,

Ron Kerr
Vice President of Sales
Southeast Region
Pace Analytical Services, LLC

Frank Daniels
President
Southern Analytical Laboratory

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pace Analytical Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1800 Elm Street SE

6 City, state, and ZIP code
Minneapolis, MN 55414

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
4	1		-	1	8	2	1	6
							1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Julia Inga* Date ▶ *10/13/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.