

**SERVICE AGREEMENT  
BETWEEN THE SEMINOLE TRIBE OF FLORIDA  
AND  
FLORIDA SPECTRUM ENVIRONMENTAL SERVICES, INC**

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THIS SERVICE AGREEMENT is made and entered into on this 17<sup>th</sup> day of May, 2021 by and between the SEMINOLE TRIBE OF FLORIDA, a federally recognized Indian tribe (the “TRIBE”) and FLORIDA SPECTRUM ENVIRONMENTAL SERVICES, INC, a Florida Profit corporation, organized and existing under the laws of the State of Florida (the CONTRACTOR”).

**RECITALS**

A. The TRIBE, is an organized Indian tribe as defined in Section 16 of the Indian Reorganization Act of June 18, 1934, as amended, 25 U.S.C. § 5123.

B. CONTRACTOR is a commercial environmental testing and analysis firm specializing in providing professional environmental testing and analysis services to the public with the professional background, skill and qualifications as well as the technical expertise necessary to provide the professional service necessary to achieve the objectives set forth by the Environmental Resource Management Department of TRIBE in connection with this Service Agreement.

C. CONTRACTOR has employees under its direction, supervision and control with the background, skill and professional ability that are required by the TRIBE in connection with the professional services to be provided under this Service Agreement.

D. CONTRACTOR is an independent contractor willing to provide its professional environmental testing and analysis services to TRIBE on a confidential basis under the terms and conditions and for the period contemplated by this Service Agreement, and as more fully described in CONTRACTOR’s Proposal Scope of Services which are the subject of this Service Agreement and which Contractor’s Scope of Work which is marked and attached as Attachment “A” and is incorporated herein by reference.

E. TRIBE and CONTRACTOR have the common objective of environmental testing and analysis services to include but not be limited to quantity water bacteria testing and soil sampling services to the Seminole Tribe of Florida Reservations on an as needed basis and, whereby CONTRACTOR will undertake to provide the professional services described on Attachment “A”, hereinafter referred to as SERVICES, for the benefit of some or all Seminole Indian Reservations or other restricted tribal trust land and certain fee property owned or leased by the TRIBE in Broward County, Hendry County, Collier County, Hillsborough County, St. Lucie County, and Glades County, in the State of Florida, hereinafter referred to as PROPERTY, as hereinafter designated by the TRIBE.

## **TERMS AND CONDITIONS**

NOW, therefore, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby understand, acknowledge and agree as follows:

### **1. ENGAGEMENT**

TRIBE hereby engages and retains CONTRACTOR as an independent contractor, and CONTRACTOR hereby accepts the engagement upon the terms and conditions set forth herein. The parties further acknowledge, warrant and represent that the recitals set forth above are true and correct and hereby acknowledge and agree that such recitals form a part of the terms and conditions of this Service Agreement.

### **2. TERM**

Subject to the terms and conditions regarding termination of this Service Agreement, as provided herein, the term of this Service Agreement shall be for a period of Thirty Six (36) months, commencing on May 24, 2021 and terminating on May 23, 2024, with the right on the part of TRIBE to cancel this Service Agreement upon payment of compensation due CONTRACTOR pursuant to terms and conditions of Paragraph 3 hereof.

### **3. COMPENSATION**

TRIBE agrees to pay to CONTRACTOR and CONTRACTOR agrees to accept payments based on services as ordered and provided which shall not exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) per year of the Term and when combined shall not exceed Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) over the entire three (3) year Term for its SERVICES as provided in Attachment "A", which is marked and attached as Attachment "A" which is incorporated herein by reference. CONTRACTOR shall not exceed, nor be required to exceed, the estimated costs set forth in Attachment "A" without TRIBE'S prior written authorization and approval. CONTRACTOR will provide its SERVICES to the TRIBE on a time schedule approved in advance by the Director of the Environmental Resource Management Department of TRIBE, if applicable. If applicable, a copy of the time schedule or approved payment schedule is attached to this Service Agreement as Attachment "B" and is incorporated herein by reference.

Within guidelines determined by the TRIBE, the CONTRACTOR may be authorized to incur travel expenses, which may include transportation, food, lodging and other incidental expenses, in connection with the personal services to be provided to the TRIBE hereunder; provided, that CONTRACTOR'S travel expenses are within the guidelines determined by the TRIBE and

provided further that the CONTRACTOR first obtains the prior written approval of the Director of the Environmental Resource Management Department of the TRIBE. The CONTRACTOR may be entitled, within the sole discretion of the TRIBE, to reasonable reimbursement for expenses incurred in connection with this Section in an amount within the TRIBE'S sole determination; provided that such expenditures are documented by the CONTRACTOR in an itemized account and provided further that such expenditures are incurred in a manner consistent with the TRIBE'S purchasing and procurement policies and procedures. CONTRACTOR may be required to use the TRIBE's contractor-issued travel card for all official travel expenses unless otherwise stated herein. To apply for the travel card, each cardholder employed by the CONTRACTOR will be asked to complete and sign an agreement. Be sure to review the attached agreement because it contains cardholder responsibilities. CONTRACTOR is required to book all travel through Native American Travel, LLC. Contact information will be provided to the CONTRACTOR.

CONTRACTOR agrees that as a condition precedent to payment under this Service Agreement, CONTRACTOR shall send its electronic invoices to [invoices@semtribe.com](mailto:invoices@semtribe.com) for SERVICES performed during the preceding period. In the event that CONTRACTOR provides the SERVICES to the TRIBE for a fixed price, CONTRACTOR shall include on the invoice a description of the SERVICES performed, the percentage of completion of SERVICES represented by the invoice or in accordance with an approved payment schedule, and the amount of the fixed price to which the percentage of completion was applied.

In the event that the CONTRACTOR contends that an ambiguity or conflict exists between or among any of the Attachments and the terms and conditions of this Service Agreement; CONTRACTOR shall promptly request and obtain the TRIBE'S written direction as to how to proceed. In the event that any payment made by the TRIBE to CONTRACTOR in error or by mistake or mistakenly, incorrectly or erroneously exceeds the amount actually due, CONTRACTOR shall immediately notify the TRIBE and make arrangements to immediately return to the TRIBE the mistaken payment or, if deposited before discovery thereof, to take immediate steps to notify the TRIBE and to refund the mistaken or excess payment to the TRIBE in certified funds or a cashier's check. In no event shall the CONTRACTOR retain any excess or other funds paid by the TRIBE to CONTRACTOR in error for more than five (5) calendar days after written demand for the return of such funds is made by or on behalf of the TRIBE to the CONTRACTOR, and CONTRACTOR further understands, acknowledges and agrees that during the period of time that the CONTRACTOR has actual or constructive possession of excess or other funds mistakenly paid by the TRIBE, the CONTRACTOR shall be regarded as a constructive trustee of the TRIBE with a fiduciary duty to segregate, safeguard and return to the TRIBE such excess or other funds mistakenly paid by the TRIBE to the CONTRACTOR.

#### **4. DIRECTION**

CONTRACTOR shall report to, be responsible for its performance, and receive its direction from the Director of the Environmental Resource Management Department of TRIBE; however, CONTRACTOR shall use its professional skill and expertise in overseeing the specific professional details as to how the services are to be performed.

## **5. DUTIES**

TRIBE retains CONTRACTOR pursuant to the terms and conditions of this Service Agreement. The duties and responsibilities of CONTRACTOR shall include, but shall not be limited to, each of the tasks outlined in the attached CONTRACTOR'S Proposal attached to this Service Agreement as Attachment "A" and the tasks as provided and as defined by the Director of the Environmental Resource Management Department on an as needed basis.

## **6. STANDARD OF CARE**

The CONTRACTOR represents that it possesses the background, knowledge, skill and expertise and is experienced in providing the SERVICES, and further represents that it is familiar with the PROPERTY and the applicable laws affecting the PROPERTY. CONTRACTOR also represents that the standard of care for all SERVICES performed or furnished by CONTRACTOR under this Service Agreement will be that level of skill, care and professional experience ordinarily utilized by members of the CONTRACTOR'S profession practicing in the State of Florida under similar conditions.

## **7. EXTENT OF SERVICES**

CONTRACTOR shall devote such time, attention and energies to the performance of services as is necessary and required by TRIBE. Time is of the essence in CONTRACTOR'S performance of the services and scope of work contemplated by this Agreement, including Attachment "A". CONTRACTOR shall not, during the term of this Service Agreement, be precluded from engaging in any other business activity unrelated to the TRIBE, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage; provided, however, that CONTRACTOR shall not, during the term of this Service Agreement or at any time thereafter, solicit TRIBE'S employees on behalf of CONTRACTOR or any other person or organization, whether related to CONTRACTOR or not, nor shall CONTRACTOR provide any other person, firm or business with any information regarding the TRIBE'S business and governmental operations, including, without limitation, the identity of any clients of TRIBE or any agreements that exist between the TRIBE and any third party.

## **8. NO PARTICIPATION**

CONTRACTOR acknowledges and agrees that this Service Agreement shall not give or extend to CONTRACTOR any rights with respect to additional contributions by TRIBE to any deferred compensation plan, bonus plan nor shall it entitle CONTRACTOR or any of CONTRACTOR'S employees to fringe benefits, employment, income or tax payments which may be assessed in connection with payments to CONTRACTOR other than under the terms of this Agreement. Specifically, CONTRACTOR acknowledges and agrees that CONTRACTOR shall not be entitled to any benefits offered to TRIBE'S employees including vacation or sick leave, participation in any pension, profit-sharing, salary continuation, disability insurance, hospitalization, major medical insurance, medical reimbursement or life insurance plan or any other benefit established by the TRIBE for its employees.

## **9. CONTRACTOR AND SUBCONTRACTING**

CONTRACTOR shall not subcontract with, or retain an independent contractor, subcontractor or consultant to perform any portion of this Service Agreement without the prior written consent of TRIBE. CONTRACTOR shall not engage or utilize the services of any subcontractors to perform any services hereunder unless said subcontractors have executed an agreement agreeing to be fully bound by the terms and conditions of this Service Agreement. The parties hereto understand, acknowledge and agree that the TRIBE, in its sole discretion may require CONTRACTOR to submit all required documentation and information necessary for CONTRACTOR to qualify as an approved tribal vendor, and may further require that CONTRACTOR submit to and successfully complete any required background investigation. CONTRACTOR assumes full responsibility for the work and professional services provided by any permitted independent contractor, subcontractor or consultant authorized by TRIBE to work and provide services under this Service Agreement. Subject to the terms of this paragraph and except as provided to the contrary in the Scope of Services contained in Attachment "A" hereto, TRIBE hereby consents to the retention by CONTRACTOR of title abstractors and automated data retrieval firms reasonably acceptable to CONTRACTOR.

## **10. ASSIGNMENT**

Either party may transfer or assign this Service Agreement, or any right or obligation under it, by operation of law or otherwise upon obtaining the prior written consent of the other party which will not be unreasonably withheld or delayed. An unauthorized transfer of this Service Agreement will be void. In the event of any approved assignment, the assignor shall remain liable for the assignee's continuing performance. Assignor must notify assignee sixty (60) calendar days prior to the proposed assignment. A Change in Control of either party will be considered an assignment of this Service Agreement. CONTRACTOR may not assign or delegate its interest, rights and/or obligations in this Service Agreement without consent to a successor in interest or an affiliate and CONTRACTOR will not be released of its obligations even if the transferee assumes all of CONTRACTOR'S obligations in writing. This Service Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the TRIBE and CONTRACTOR. Further, this Service Agreement shall not inure to the benefit of any trustee in insolvency, receiver or creditor of CONTRACTOR, by operation of applicable state or federal law or otherwise, without the prior written consent of TRIBE.

## **11. ALTERATION OF SITES**

CONTRACTOR understands and agrees that CONTRACTOR will perform no SERVICES and will cause no SERVICES to be performed that would materially alter, damage or affect the terrain, subsurface, vegetation, buildings, structures or equipment in, at, or upon the PROPERTY without the prior, express, written consent of both TRIBE and the existing owner of the PROPERTY, if other than TRIBE. The terms and conditions of this paragraph shall not apply to normal wear and tear associated with routine access to the PROPERTY reasonably necessary to perform the SERVICES.

## 12. TERMINATION

### a. Termination Without Cause

TRIBE may terminate this Service Agreement without cause, for any reason or for no reason prior to CONTRACTOR'S completion of SERVICES upon thirty (30) calendar days' prior written notice. Unless otherwise provided herein, the termination will become effective upon delivery of written notice pursuant to paragraph 13 below or on the specific termination date referenced in the written notice.

### b. Termination for Default

CONTRACTOR acknowledges and agrees that TRIBE may terminate this Service Agreement in the event of CONTRACTOR'S failure to make timely progress, the non-performance of any material item of this Agreement, any event of default or material breach by CONTRACTOR of the terms and conditions of this Service Agreement; or in the event of insolvency, bankruptcy or receivership of CONTRACTOR, effective upon written notice pursuant to paragraph 13 below. In the event of termination by TRIBE under this subparagraph, TRIBE may contract with others for performance of the SERVICES. CONTRACTOR acknowledges and agrees that the payment of costs associated with this Service Agreement will not operate to relieve CONTRACTOR of any other liability or obligation in connection with the SERVICES to be provided hereunder.

### c. Delivery of Materials

Upon receipt of notice of termination under subparagraphs 12(a) or (b) above, CONTRACTOR shall immediately deliver to TRIBE all materials, as defined in subparagraph 18 below, held or used by CONTRACTOR in connection with the SERVICES provided or to be provided by CONTRACTOR hereunder, other than those materials, if any, owned or supplied by CONTRACTOR, at CONTRACTOR'S own cost. If, at the time of termination, further sums are due CONTRACTOR, CONTRACTOR agrees that CONTRACTOR shall not be entitled to further sums until all materials required to be delivered to TRIBE are delivered.

### d. Survival

Upon receipt of notice of termination for any reason, CONTRACTOR shall promptly cease performing all SERVICES hereunder, except for such additional SERVICES that TRIBE may, in its sole discretion, request CONTRACTOR to perform and complete. CONTRACTOR shall perform such additional SERVICES in a manner consistent with the standard of care identified and described in paragraph 6 hereof.

## 13. NOTICES

The parties acknowledge and agree that all notices or other communications required under this Service Agreement shall be in writing. Notice shall be deemed properly delivered hereunder by the mailing of such notices to the parties entitled thereto, via certified mail, return receipt requested, postage prepaid or via express delivery such as by Federal Express, UPS, or any like commercial express delivery company which provides a delivery receipt as evidence of

delivery to the parties at the following addresses (or to such address designated in writing by one (1) party to the other):

**TRIBE:**

Name: Seminole Tribe of Florida Attn: Kevin Cunniff  
Address: 600 Stirling Road  
Hollywood, FL 33034  
Phone: 954.966-6300  
Email: [KevinCunniff@semtribe.com](mailto:KevinCunniff@semtribe.com)

**CONTRACTOR:**

Name: Florida Spectrum Environmental Services, Inc  
Address: 1460 West Mcnab Road  
Fort Lauderdale, FL 33309  
Phone: 954.978.6400  
Email: [kkutil@flenviro.com](mailto:kkutil@flenviro.com)

**14. AMENDMENTS AND MODIFICATIONS**

This Service Agreement may be amended or modified at any time by the written agreement of TRIBE and CONTRACTOR. All amendments, modifications, changes, revisions and discharges of this Service Agreement shall be binding upon the Parties despite any lack of separate legal consideration, as long as the same shall be in writing and executed by the Parties in the form and in the manner set forth below. CONTRACTOR acknowledges and agrees that CONTRACTOR will not endeavor to change, amend or modify the services to be provided to the TRIBE hereunder, including the information contained in the attachment(s) hereto, without the TRIBE'S prior written consent, authorization and approval of the changes, amendments or modifications and the costs associated with such changes, amendments or modifications. Nothing contained herein will excuse the parties from obtaining Tribal Council approval by a resolution duly enacted in legal session relative to any modification or amendment requiring such approval.

**15. PARTIES IN INTEREST**

The parties understand, acknowledge and agree that neither party intends to confer upon any person or entity not party to this Service Agreement any enforceable or other right, remedy, benefit or entitlement and the parties further deny and disclaim the existence of any intended third party beneficiary with enforceable rights of any kind in connection with this Service Agreement. Nothing in this Service Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Service Agreement. Nothing in this Service Agreement is intended to relieve or discharge the liability of any person or entity not a party to this Agreement, nor shall any provision of this Service

Agreement give any person or entity any right of subrogation against or any right of action over or against any party.

## **16. SEVERABILITY**

If any term, covenant, condition or provision of this Service Agreement, or their application to any person or circumstance, shall be declared by a court or other judicial authority, including any court claimed to be a court of competent jurisdiction, to be invalid, void or unenforceable, the parties acknowledge and agree to promptly renegotiate the unenforceable or invalid terms so as to effectuate the intent of the Service Agreement, and to avoid any construction of this Service Agreement which will frustrate the stated purpose of this Service Agreement or any rights, duties or obligations created hereunder. The remaining provisions of this Service Agreement, or their application to any person, entity or circumstances, are intended by the parties to remain in full force and effect notwithstanding such declaration of unenforceability or invalidity.

## **17. SUBJECT HEADINGS**

The subject headings of the articles, paragraphs and subparagraphs of this Service Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of the Agreement.

## **18. APPLICABLE LAWS AND REGULATIONS**

This Service Agreement shall be governed by and construed and enforced in accordance with and subject to applicable federal, state and tribal laws and orders, and also including, without limitation, licensing, and certification requirements, environmental, health and safety laws and regulations, worker health and safety laws and all applicable laws pertaining to labor wages, hours and other conditions of employment. CONTRACTOR shall comply with any and all applicable safety and security regulations which are now in effect or which hereinafter may be applicable. CONTRACTOR acknowledges and agrees that it will at all times conduct its business in a lawful manner and in full compliance with all applicable Tribal and governmental laws, ordinances, rules and regulations. The CONTRACTOR further acknowledges that as a sovereign tribal government, certain laws which apply to CONTRACTOR may or may not apply to the TRIBE and its own employees. Notwithstanding any such differences in applicable law, CONTRACTOR acknowledges and agrees that it will fully comply with all applicable laws relating to and governing its relationship with its own employees and agents. CONTRACTOR is responsible for completion and retention of the I-9 form, required by the U.S. Citizenship and Immigration Services as part of the Immigration Reform and Control Act of 1986, on any employees of Contractor.

**19. CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION**

The CONTRACTOR acknowledges and agrees that CONTRACTOR and its employees shall keep, hold and maintain, in strictest confidence, all information relating or incidental to this Service Agreement and that which may be acquired or obtained in connection with or as a result of the SERVICES performed under this Service Agreement and the interaction between CONTRACTOR and representatives of the TRIBE. Such information is acknowledged and agreed by CONTRACTOR to be valuable property of the TRIBE which may be governed by applicable federal laws and regulations and applicable tribal ordinances and resolutions. Such information includes, but is not limited to, books, reports, photographs, slides, materials, data, whether old or newly generated, boring logs, sample results, laboratory reports, calculations, estimates, documents, communications, notes, proposals, scopes of work, or materials of any kind or nature which pertain or relate in any manner to the governmental or business operations of the TRIBE. CONTRACTOR further understands, acknowledges and agrees that the confidentiality of such proprietary and other information is of such importance to the TRIBE that the protections provided to such information in this paragraph form a fundamental part of the legal consideration for this Service Agreement. CONTRACTOR further acknowledges and agrees that CONTRACTOR shall not, during the term of this Service Agreement or at any time thereafter publish, communicate, divulge, disclose or utilize, in whole or in part, any confidential, proprietary or other information more particularly referenced or described in this paragraph without the prior written consent and approval of the TRIBE provided by and through a resolution of its Tribal Council duly enacted in legal session, whether or not such information is designated as proprietary or confidential, but particularly under circumstances where such information is formally designated as being proprietary or confidential in nature or where through the exercise of reasonable care and the good faith consideration of all surrounding circumstances, including, but not limited to the sensitivity, importance or private and non-public nature of such information, CONTRACTOR recognizes, as a part of its professional responsibility, that such information ought to be treated by CONTRACTOR, in all respects, as proprietary or confidential.

CONTRACTOR specifically acknowledges and agrees that all matters pertaining to the gaming operations of the TRIBE, including the operation and integrity of all games and gaming machines, and all component parts and aspects thereof, are to be accorded the highest possible protection and, in all respects, are to be treated by CONTRACTOR as confidential and proprietary.

Except as required by applicable law, and only after providing the TRIBE with sufficient advance written notification, CONTRACTOR acknowledges and agrees that CONTRACTOR will not meet or confer with any member of any federal, state, or local regulatory agency concerning the SERVICES provided or to be provided by CONTRACTOR to the TRIBE without first obtaining the express prior written consent of TRIBE. In addition, CONTRACTOR acknowledges and agrees that CONTRACTOR will not discuss any matter arising out of this Service Agreement or out of CONTRACTOR'S relationship with the TRIBE with any member of the press or public under any circumstances and will not issue any press release without the prior written consent of TRIBE. In the event that CONTRACTOR becomes aware of a possible site condition or situation, which, if confirmed, could impose a reporting requirement of the

TRIBE, operator, lessee, or lessor, CONTRACTOR shall promptly notify TRIBE and provide all details regarding such site and the reasons why CONTRACTOR believes, in good faith, that such site condition or situation, if confirmed, could impose a reporting requirement on the TRIBE so that the TRIBE may, in its discretion initiate such action as it deems appropriate.

## **20. CONFLICT OF INTEREST**

CONTRACTOR acknowledges and agrees that during the term of this Service Agreement and for all time thereafter, CONTRACTOR shall not act as an agent, or in any capacity as liaison, officer, employee, agent or representative of any TRIBE supplier or prospective supplier and shall not serve in any of the foregoing capacities for any of TRIBE'S clients or prospective clients without the express prior written approval of the TRIBE. CONTRACTOR hereby warrants and represents that no conflict of interest presently exists or is reasonably anticipated to come into existence during the term of this Service Agreement with respect to CONTRACTOR'S other service agreements or other engagement which would give rise to a conflict of interest relative to any of the services to be provided by CONTRACTOR to TRIBE under the terms and conditions of this Service Agreement. In addition, CONTRACTOR acknowledges and agrees that CONTRACTOR will promptly bring to the attention of the TRIBE any situation which reasonably appears to CONTRACTOR to give rise to a conflict of interest of any type during the time when CONTRACTOR is furnishing professional services to TRIBE under the terms and conditions of this Service Agreement.

## **21. FIELD REPRESENTATIVE**

Unless CONTRACTOR specifically agrees to the contrary in writing, CONTRACTOR shall not be responsible for the job safety or practices of a contractor retained by any party other than CONTRACTOR or its Personnel and CONTRACTOR or its Personnel shall not have the right to stop the work of such contractor. Notwithstanding the foregoing, CONTRACTOR shall notify TRIBE, in confidence, if CONTRACTOR considers the job safety or practices of a contractor retained by any party other than CONTRACTOR in connection with impending or ongoing work to be unsafe or in violation of applicable law. Nothing contained herein shall excuse CONTRACTOR from continuing to render professional services to TRIBE in accordance with the applicable professional standard of care set forth, identified and described in paragraph 6 hereof.

## **22. INDEPENDENT CONTRACTOR**

CONTRACTOR acknowledges and agrees that for all purposes pertaining to the professional services rendered and agreed to be rendered to TRIBE under the terms and conditions of this Service Agreement, CONTRACTOR'S relationship to the TRIBE and all of its subordinate governmental units shall be solely as an independent contractor and not as an employee or any other capacity. As such, CONTRACTOR acknowledges and agrees that CONTRACTOR shall have and maintain complete control over and be entirely responsible for the professional conduct of CONTRACTOR'S employees and agents and CONTRACTOR shall maintain complete control over and be responsible for prescribing how the details of the professional SERVICES will be performed and rendered to the TRIBE by CONTRACTOR and

its employees. CONTRACTOR acknowledges and agrees that in connection with the professional services to be provided under this Service Agreement and for all purposes relating to this Service Agreement, neither CONTRACTOR nor CONTRACTOR'S employees or agents are employees of TRIBE under the meaning or application of that term as defined under applicable law, including, without limitation, all applicable Federal or State unemployment or insurance laws, workers' compensation laws or any case law decided by any court of appropriate jurisdiction by any state or federal court. CONTRACTOR agrees to assume all liabilities or obligations imposed by applicable law with respect to CONTRACTOR'S employees in the performance of this Service Agreement and in connection with any and all professional SERVICES rendered or to be rendered to TRIBE under the terms and conditions of this Service Agreement. The TRIBE and CONTRACTOR acknowledge and agree that CONTRACTOR shall not, under any circumstances, have any authority to assume or create any obligation, expressed or implied, on behalf of TRIBE and shall not have the authority to represent itself or any of its employees as employees or agents of TRIBE in any capacity whatsoever, except as specifically set forth in this Agreement. In addition, CONTRACTOR shall defend, indemnify and hold TRIBE harmless for any claim asserted against the TRIBE through which any third party claimant seeks to attempt to impute liability to TRIBE for any acts or omissions committed by CONTRACTOR or any of CONTRACTOR'S employees or agents under the doctrine of *respondeat superior* or otherwise. In the event that an action should be brought against the TRIBE seeking to impute liability to the TRIBE for acts or omissions on the part of CONTRACTOR or CONTRACTOR'S employees relative to SERVICES provided or to be provided under this Service Agreement, CONTRACTOR agrees to cooperate fully with the TRIBE to provide all necessary information, including affidavits under oath to clarify the legal position of the TRIBE in demonstrating that CONTRACTOR and CONTRACTOR'S employees are serving solely in the capacity as an independent contractor and not as employees of TRIBE.

a. Personnel

As used herein, the term "Personnel" shall refer to and mean all officers, officials, directors, affiliates, partners, employees, agents, independent contractors and subcontractors of either CONTRACTOR or TRIBE, as specified. CONTRACTOR warrants, represents and agrees that all Personnel of CONTRACTOR shall comply and be required to comply with the terms and conditions of this Service Agreement, including, without limitation, the requirement of confidentiality as set forth in paragraph 19 hereof. In addition, CONTRACTOR acknowledges and agrees, that at the request of TRIBE, CONTRACTOR will require any and all of its Personnel, as the case may be, to sign mutually agreeable agreements or statements demonstrating that CONTRACTOR'S employees are aware of the confidentiality provisions contained in paragraph 19 of this Service Agreement and that each of them will conduct themselves and abide by the confidentiality terms of this Service Agreement in paragraph 19 hereof with regard to this Service Agreement, the SERVICES to be provided pursuant to this Service Agreement and each and every one of the terms and conditions of this Agreement. CONTRACTOR further agrees that until such time as CONTRACTOR has secured from each of its employees the required statement or agreement referenced in this paragraph, CONTRACTOR will not permit any employee to commence work in performing

professional services for TRIBE under the terms and conditions of this Service Agreement until CONTRACTOR has in its possession and has made available to the TRIBE, upon request, the statement or agreement required by this paragraph.

b. Employees

CONTRACTOR acknowledges and agrees that all of CONTRACTOR'S Personnel utilized by CONTRACTOR in the performance of the professional SERVICES required or to be provided under this Service Agreement shall be the employees, agents, representatives, or subcontractors of CONTRACTOR and not of TRIBE. CONTRACTOR further warrants and represents to TRIBE that all professional SERVICES rendered and supplied by CONTRACTOR in the performance of the terms and conditions of this Service Agreement shall be furnished and supplied by CONTRACTOR'S Personnel who, CONTRACTOR warrants and represents are careful, skilled, experienced, licensed or certified, and reasonably competent in their respective trades or professions in order to ensure the timely, competent and proper professional service to the TRIBE hereunder and that each of CONTRACTOR'S Personnel will conform their professional conduct under this Service Agreement to the standard of care set forth in paragraph 6 hereof. CONTRACTOR acknowledges and agrees to be responsible and liable for the payment of all taxes, fees, contributions, or other charges in any way applicable to CONTRACTOR and CONTRACTOR'S business, which are specifically, solely and directly attributable to the SERVICES and which constitute the sole obligation of CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold TRIBE harmless of and from any claim by any applicable state or federal authority or by any third party whatsoever in the event that TRIBE is required to defend against a claim that seeks to attribute such obligations to TRIBE.

**23. REPORTS, RECORDS AND AUDITS**

CONTRACTOR, when directed, shall provide written reports with respect to the SERVICES rendered hereunder to the Director of the Environmental Resource Management Department of TRIBE.

CONTRACTOR shall maintain all costs, expense, payroll and related and financial records and accounts pertaining to SERVICES performed by CONTRACTOR under this Service Agreement for a period of five (5) years after final payment under this Service Agreement or until final conclusion of any litigation or administration proceeding arising under or materially concerning this Service Agreement, the SERVICES, or PROPERTY.

At all times material to this Service Agreement and the services provided or to be provided hereunder, CONTRACTOR acknowledges and agrees that TRIBE shall have reasonable access to and the right to audit, copy and inspect all records contemplated by this paragraph at all mutually agreeable times during the course of the professional SERVICES provided or to be provided under this Service Agreement and for the five (5) year period thereafter. In the event that a mutually convenient time cannot be established for the TRIBE'S

inspection and audit of CONTRACTOR'S records pertaining to this Service Agreement and the professional SERVICES to be provided hereunder, CONTRACTOR acknowledges and agrees that TRIBE shall be entitled to conduct such audit and inspection upon three (3) prior business days' notice provided in writing by TRIBE to CONTRACTOR. The right to access, inspect, copy and audit such records shall extend for such duration as the records are maintained and are in existence. CONTRACTOR acknowledges and agrees that CONTRACTOR will notify TRIBE thirty (30) calendar days prior to the date on which CONTRACTOR intends to destroy or otherwise dispose of the records contemplated by this subparagraph.

#### **24. ACCESS TO PREMISES**

CONTRACTOR acknowledges and agrees that CONTRACTOR shall not have the authority to access the TRIBE'S PROPERTY without the express consent of the TRIBE'S contact person identified and listed in paragraph 13 of this Service Agreement during the period when professional SERVICES are provided under this Service Agreement.

#### **25. INSPECTION**

CONTRACTOR acknowledges and agrees that the professional SERVICES performed by CONTRACTOR shall, at all times, be subject to the TRIBE'S inspection and approval during all phases of contract performance and otherwise at reasonable intervals and at the conclusion of CONTRACTOR'S contractual obligations hereunder. CONTRACTOR agrees that CONTRACTOR shall control and be fully responsible for the details, manner and method by which CONTRACTOR and CONTRACTOR'S employees rendered professional service to TRIBE. TRIBE shall have access, at all times, to all areas of the property where professional SERVICES are being performed or rendered by CONTRACTOR and CONTRACTOR'S employees or agents. CONTRACTOR acknowledges and agrees that inspection or lack of inspection by TRIBE shall not be deemed an approval of the SERVICES or be construed as a waiver of TRIBE'S rights under this Agreement, including the right to inspect and approve all SERVICES rendered by CONTRACTOR and CONTRACTOR'S employees under this Service Agreement.

#### **26. STRICT LOYALTY**

To the fullest extent possible, CONTRACTOR acknowledges and agrees to take such steps as are necessary to avoid a reasonable appearance that CONTRACTOR or CONTRACTOR'S employees are in a position of divided loyalty with respect to CONTRACTOR'S obligations under this Service Agreement.

#### **27. TITLE TO INFORMATION AND EQUIPMENT**

All information created or developed in connection with the professional services provided and rendered under the terms and conditions of this Service Agreement shall be the exclusive property of TRIBE. CONTRACTOR acknowledges and agrees that all equipment, machinery, instruments, tools and other products purchased, manufactured or assembled by CONTRACTOR pursuant to this Service Agreement and all professional services rendered or to

be rendered under the terms and conditions of this Service Agreement but paid for by the TRIBE shall be the exclusive property of TRIBE. Upon termination of this Service Agreement, CONTRACTOR shall dispose of such items as directed by TRIBE. Nothing contained in this paragraph shall affect CONTRACTOR'S right and obligation to prepare and maintain payroll information for its own employees nor shall any of the terms of this paragraph operate to vest title in TRIBE to any documentation and report reasonably and customarily and developed by CONTRACTOR for documenting payroll information for CONTRACTOR'S employees or for maintaining such internal reports of CONTRACTOR as are reasonably and necessarily kept, or required to be kept, by CONTRACTOR in the ordinary course of CONTRACTOR'S business.

The parties understand and agree that upon the termination or expiration of this Service Agreement, the CONTRACTOR shall promptly deliver to TRIBE all original records, data, information and other documents or information thereof to TRIBE and such originals and all copies thereof shall be and remain solely and exclusively the property of TRIBE.

## **28. INDEMNIFICATION / HOLD HARMLESS**

CONTRACTOR hereby agrees to defend, indemnify and hold harmless TRIBE from and against: (1) any claims arising from any material breach or default in the performance of CONTRACTOR'S obligations under the terms and conditions of this Service Agreement or in providing or rendering services under this Service Agreement, or arising from any act or omission constituting the alleged negligence of CONTRACTOR or any of CONTRACTOR'S employees, agents, and invitees relative to the performance of any of CONTRACTOR'S obligations under the terms and conditions of this Service Agreement or with respect to any of the SERVICES which CONTRACTOR is obligated to provide or render under the terms and conditions of this Service Agreement; and (2) all damages, costs, reasonable attorneys' fees, and other expenses and liabilities incurred in the defense of any such claim, action, cause of action or legal, administrative or other proceeding is brought against TRIBE. In the event that a civil action or other legal, administrative or other proceeding is brought against TRIBE by any party, by reason of any claim more particularly hereinabove described, CONTRACTOR shall, upon written notice from TRIBE, defend any such action at CONTRACTOR'S sole expense through legal counsel satisfactory to and approved by TRIBE in writing.

TRIBE agrees that CONTRACTOR'S indemnification obligation pursuant to this paragraph shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) unless CONTRACTOR agrees to a greater amount in writing.

CONTRACTOR acknowledges and agrees that with respect to any environmental claim or any liability arising from any claim based upon damage or injury to the property or the environment pursuant to this paragraph, CONTRACTOR shall be liable to the extent that such liabilities arise from any act, omission or other negligence of CONTRACTOR, CONTRACTOR'S employees and agents as well as any subcontractor(s) or other person engaged by CONTRACTOR to perform any of the obligations under this Service Agreement.

## 29. INSURANCE

The CONTRACTOR shall procure, maintain and provide proof of insurance throughout the entire duration of this Service Agreement as to the following required insurance coverages, with insurance carriers financially acceptable and lawfully authorized to do business in the countries and states where TRIBE, conducts any business or governmental operations. Such coverages shall protect CONTRACTOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from the goods, products or services provided by the CONTRACTOR, its agents or representatives.

### Minimum Scope of Insurance

CONTRACTOR'S insurance coverage shall include the following minimum limits and coverage, unless higher limits are required by law:

1. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001*©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and contractor liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three (3) years after the date the Service Agreement is completed or terminated.
2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001*©, current edition.
3. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.

### Minimum Limits of Insurance

CONTRACTOR shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

1. Commercial General Liability (including umbrella or excess liability): \$1,000,000.00 per occurrence, bodily injury and property damage liability; \$1,000,000.00 per offense personal and advertising injury liability; \$1,000,000.00 products and completed operations policy aggregate and \$2,000,000.00 policy general aggregate applicable to claims other than products and completed operations.
2. Automobile Liability: \$1,000,000.00 combined bodily injury and property damage liability per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 accident for bodily injury by accident or disease, including \$500,000.00 disease aggregate.

### **Deductibles and Self-insured Retentions**

The funding of deductibles and self-insured retentions maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. Self-insured retentions in excess of \$50,000.00 must be declared to and approved by the TRIBE.

### **Other Insurance Provisions**

The required insurance shall contain the following additional provisions:

1. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR'S Commercial General Liability as respects CONTRACTOR's products, goods or services which are sold or distributed to third parties by the TRIBE in the course of the TRIBE's business operations. This requirement does not apply to consumable products, goods or services which are not sold or distributed to third parties by the TRIBE. CONTRACTOR hereby consents and authorizes the TRIBE to communicate fully with any insurance carrier furnishing insurance coverage hereunder, outside of the CONTRACTOR's presence.
2. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, as respects loss, damage, claims, suits or demands, howsoever caused:
  - a. To real or personal property, equipment, vehicles, tools, laptops, etc., owned, leased or used by CONTRACTOR, its employees, agents or subcontractors; and
  - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party liability claims, including deductibles or retentions which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in

favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR'S failure to obtain such waivers of subrogation from CONTRACTOR'S insurers.

3. NOTICE OF CANCELLATION – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) calendar days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

#### **Verification of Coverage**

Prior to the commencement of this Service Agreement and at such intervals as the TRIBE reasonably deems appropriate in its sole discretion throughout the duration of this Agreement, CONTRACTOR shall furnish to the TRIBE immediately upon the Tribe's request a certificate of insurance evidencing the existence of the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR'S broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

### **30. ADDITIONAL TERMS AND CONDITIONS**

If applicable, TRIBE and CONTRACTOR have attached to this Service Agreement such Additional Terms and Conditions as they intend to apply to the parties' respective rights, duties and obligations under this Service Agreement. The Additional Terms and Conditions are set forth and contained on Attachment "C" which is attached to this Service Agreement, marked as Attachment "C" and is hereby incorporated by reference.

### **31. ENTIRE AGREEMENT AND WAIVER**

This Service Agreement contains the entire agreement of the Parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement. No representations, warranties, covenants, or conditions, expressed or implied, whether written or oral, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provisions, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or shall constitute a continuing waiver, pattern and practice or a course of conduct, none of which shall be deemed to have any legal effect upon the performance of the parties' obligations under this

Agreement, and no waiver of any right, duty or obligation under this Service Agreement and any Attachment hereto shall be binding unless executed in writing by the party making the waiver and accepted and agreed to by both parties and signed in the form and manner set forth below.

### **32. TIME OF PERFORMANCE; ACTS OF GOD AND FORCE MAJEURE**

Unless otherwise stated herein, time is of the essence for the performance of all obligations under the terms and conditions of this Service Agreement; provided, however, that neither TRIBE nor CONTRACTOR shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or a Force Majeure such as war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither an Act of God nor a Force Majeure shall, itself, shall be grounds to terminate this Service Agreement.

If TRIBE or CONTRACTOR asserts Force Majeure as an excuse for failure to perform any of their respective obligations under the Service Agreement, the nonperforming party must prove, in the absence of a written stipulation between the parties, that the nonperforming party took reasonable steps to minimize delay and to mitigate damages caused by foreseeable events, and that the nonperforming party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein as a Force Majeure.

### **33. EXHIBITS**

All exhibits and attachments referenced in, attached to and made a part of this Service Agreement are deemed incorporated into this Service Agreement by reference, whether or not the same are actually attached.

### **34. FURTHER ACTS AND ASSURANCES**

The TRIBE and CONTRACTOR hereby acknowledge and declare their expressed intention to avoid any situation which, in the absence of further acts and assurances, would frustrate the parties' intended purpose of this Agreement. The parties hereto each acknowledge and agree to execute, acknowledge and deliver such documents or to undertake performance of such further acts, which are or may be reasonably necessary or deemed to be reasonably necessary to perform, implement or carry out the terms, conditions and underlying purpose of this Agreement. Each of the parties agree to undertake such further acts and assurances and to execute, acknowledge and deliver such additional documents upon three (3) business days' prior written notice from the other party.

### **35. COMPLIANCE RESPONSIBILITY**

Any applicable laws, regulations, or the requirements of any federal or state contract or grant, or pass-through agreement, if any, through which funds are provided for this Service Agreement are incorporated herein by reference as if fully set forth herein, which may include but not necessarily be limited to, procurement, receipt, and payment for goods and services, policies and procedures, and other certifications and assurances. By entering into this Service Agreement, CONTRACTOR acknowledges, warrants and represents that CONTRACTOR has sufficiently familiarized itself with all such laws, regulations or other requirements, and fully understands that CONTRACTOR and CONTRACTOR'S employees, subcontractors, material suppliers and other sub-recipients are required to comply with the same. CONTRACTOR further acknowledges and agrees that CONTRACTOR will take such steps as are necessary to ensure that its employees, subcontractors, material suppliers, agents and sub-recipients are aware of and will fully comply with such legal and other obligations. CONTRACTOR further understands, acknowledges and agrees that the TRIBE may have responsibility to ensure that the CONTRACTOR fully complies with such laws, regulations, or other requirements, by monitoring CONTRACTOR'S compliance through an ongoing review of the CONTRACTOR'S books and records relating to this Service Agreement, and CONTRACTOR further agrees that CONTRACTOR and its employees will fully comply with this requirement and cooperate fully with the TRIBE and its representatives in providing such books, records and other information as is necessary for TRIBE to fulfill its compliance responsibilities.

### **36. EXECUTION IN COUNTERPART AND BEST EVIDENCE OF AGREEMENT**

The parties understand, acknowledge and agree that this Service Agreement may be executed in counterpart originals so long as all counterpart signature pages are integrated into one complete Service Agreement.

In the event that the execution of this Service Agreement is in counterparts, each party authorizes representatives of the TRIBE to integrate the signature and notarial pages, if any, for TRIBE and for CONTRACTOR to be attached to the remaining numbered paragraphs of the Service Agreement and a copy of each of the Attachments and Exhibits to this Service Agreement. A copy of the fully integrated Service Agreement or a duplicate original of this Service Agreement or a genuine copy thereof, as applicable, shall be provided by the TRIBE to CONTRACTOR after the same is assembled to contain the original signature pages of each party.

### **37. DISPUTE RESOLUTION**

In the event that any dispute, controversy, claim, question or difference arising out of or relating to this Service Agreement or any alleged breach hereof, upon written notice by any party to the other, the dispute, claim, question, or difference shall be finally settled by a binding proceeding administered by the Tribal Council of the Seminole Tribe of Florida or as otherwise specifically delegated under the provisions of the Amended Constitution and Bylaws of the TRIBE.

This Service Agreement is intended to be binding upon the signatories hereto as well as their successors and assigns. Moreover, nothing contained herein shall prohibit the Tribal Council from requiring the parties to first engage in mediation or a non-binding arbitration so as to enhance the possibility of a mutually acceptable resolution of such dispute or differences and to give to the Tribal Council a full and fair opportunity to understand and appreciate the nature of the dispute or differences between the parties so as to better enable the parties and the Tribal Council to arrive at a just and fair result of any such dispute.

**[The rest of this page left intentionally blank, signature page to follow]**

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement on the dates set forth below.

**The Seminole Tribe of Florida**

BY: 

5/19/2021  
DATE:

NAME: Andrew J. Bowers, Jr

TITLE: Executive Director of Operations

BY: 

5/18/2021  
DATE

NAME: Peter Hahn

TITLE: Treasurer

**Florida Spectrum Environmental Services, Inc**

BY: *Katharine A. Kutil*

5/17/2021  
DATE

NAME: Katharine A. Kutil

TITLE: Director of Sales & Marketing

## **Attachment A Scope of Work**

### **CONTRACTOR INFO:**

Name: Florida Spectrum Environmental Services, Inc  
Vendor # :18396  
Attn: Katharine Kutil  
Address: 1460 West Mcnab Road  
Fort Lauderdale, FL 33309  
Phone:954.978.6400  
Email: [kkutil@flenviro.com](mailto:kkutil@flenviro.com)

### **SCOPE:**

Contractor will provide environmental testing and analysis services to include but not be limited to quantity water bacteria testing and soil sampling services to the Seminole Tribe of Florida Reservations on an as needed basis as specified by the Contractor's proposal and as directed by the Environmental Resource Management Department of the Tribe.

### **COMPENSATION:**

Total costs dedicated to this Agreement **shall not exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) per year of the Term for a maximum total of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) over the entire Term.**

### **INVOICE REQUIREMENTS:**

Invoices shall match the as ordered services throughout the Term and when combined shall not exceed the annual and total not to exceed amounts in the COMPENSATION section above and must reference the Purchase Order number that corresponds with this Service Agreement. Upon the Tribe's receipt and approval of invoices, Contractor shall be paid within thirty (30) calendar days.



Florida - Spectrum Environmental Services, Inc. will continue to provide the following:

- Single Point of Contact via Client Service Manager in the laboratory as well as a Customer Service Representative (outside account executive).
- Sample kits with all necessary supplies will be prepared and documented in accordance with FDEP-QA -001/01 at No Additional Cost.
- Florida - Spectrum Environmental Services, Inc. will deliver bottle kits to the ERMD Field Office in the Big Cypress Reservation on a weekly basis, within twenty-four (24) hours of request. When requested, Florida-Spectrum will deliver bottle kits to the ERMD Field Offices in the Brighton Seminole Indian Reservation and/or the Hollywood Seminole Indian Reservation. Florida-Spectrum will furnish and deliver all containers with the appropriate preservatives for the specific parameters to be sampled during the sampling event, and DI water for field cleaning as needed, to Department personnel. Volatile Organic Compound (VOC) vials will be new. All collection containers will be clean to prevent interference with good laboratory analytical practices.
- Emergencies~ Florida-Spectrum Environmental Services, Inc. will arrange for sample retrieval at Department specified facilities during the event of a Department determined emergency or crisis, service shall be provided within the hours of the Department's request. We will respond immediately, 24 hours a day, under emergency conditions as identified by the Departments. This is to include immediate analysis under conditions of suspected acute violations and imminent health risks.
- This emergency provision includes After Hours, Weekends and Holidays. Should this emergency occur, due to the cost of operation, overtime, materials, and employees that will be provided during these emergencies, Florida-Spectrum Environmental Services, Inc. will charge a nominal fee.
- Pick Up and Delivery of Samples ~ Florida-Spectrum will pick samples up from the ERMD Field Office in the Big Cypress Reservation on a weekly basis, within twenty-four (24) hours of request. When required, Florida-Spectrum will pick up samples from the ERMD Field Offices in the Brighton Seminole Indian Reservation and/or the Hollywood Seminole Indian Reservation. Florida-Spectrum has strategically positioned alternate locations to service this contract fully and the remote locations of the Seminole Tribe of Florida.
- All Field Sampling activities will follow the applicable collection and quality control protocols and requirements described in The Department of Environmental Protection's 2014 Standard Operating Procedures for Field Activities (DEP QA Rule, 62-160, F.A.C.).
- Field testing, sample collection and preservation, laboratory testing, method detection limits, including quality control procedures, shall be in accordance with methods approved by the F.D.E.P. in Chapters 62-4.246 and 62.160, F.A.C., State of Florida Department of Health (DOH), National Environmental Laboratory Accreditation Conference (NELAC), and the Florida Department of Environmental Protection (FDEP); approved methods



published by the F.D.E.P. or as published in Standard Methods, A.S.T.M.; or EPA methods, and Section 6.4 shall be used. All analysis will be conducted within the holding times as specified by CFR 40 part 136, Table II, and the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures.

- Florida-Spectrum Environmental Services, Inc. understands and will comply with the short hold of samples. Analysis in accordance with the required methodology approved by USEPA, FDEP and/or as per Standard Methods for the examination of groundwater, surface water, drinking water, wastewater, reuse water method detection limit for each reported value will comply with FDEP SOP requirements.
- Florida-Spectrum Environmental Services, Inc. will notify the appropriate Seminole Tribe of Florida Department immediately if analysis cannot be performed, i.e., loss of certification, broken bottles, samples received beyond acceptable holding times, malfunctioning instrumentation/equipment, etc.
- Florida-Spectrum Environmental Services, Inc. will provide Quality Assurance Data when requested by The Seminole Tribe of Florida.
- Florida - Spectrum Environmental Services, Inc. will provide The Seminole Tribe of Florida Data reports in hard copy (paper), via email (PDF) following NELAC standards. Raw data will be provided upon request.
- A copy of the analysis reports will be executed per the requested turnaround time; Florida-Spectrum's standard turnaround is 5-7 business days and Subcontracted analyses will have a turnaround of 3-4 weeks.
- All laboratory analytical results will be submitted in accordance with 62-160.340, F.A.C., Record Keeping and Reporting Requirements for Laboratory Procedures.
- In the event of an emergency or rush, Florida - Spectrum Environmental Services, Inc. can provide turnaround times less than seven (7) working days per The Seminole Tribe of Florida's request.
- Our "rush" completion in twenty-four (24) is (Factor of 100% X Price), forty-eight (48) is (Factor of 75% X Price), and seventy-two (72) is (Factor of 50% X Price).
- All non-contractual items will be billed in accordance with Florida-Spectrum's current published pricelist.
- Will adhere to all current contract specifications as stated in The Seminole Tribe of Florida current contract documents.



Florida - Spectrum Environmental Services, Inc. will continue to bring the following resources to the contract:

- Facilities in Ft. Lauderdale, Ft. Meade, Lakeland, Okeechobee, FL and Savannah, GA house over 30,000 ft<sup>2</sup> of laboratories and offices designed for continued growth and expansion of analytical services. Our Ft. Lauderdale facility is capable of managing large, long-term contracts with 40% available capacity. Our Okeechobee and Ft. Meade facilities are strategically positioned for clients to accommodate the short holds.
- Extensive experience working with all entities in the environmental sector including FDEP, County and City Government, Water Control Districts, and numerous industries and private consulting firms. Several clients, such as, Seminole Tribe of Florida, Miami -Dade Water & Sewer, Miami Dade County DERM, City of Delray Beach, City of Lake Wales, City of Coconut Creek, City of Margate, City of Coral Springs, City of Deerfield Beach, Broward County WWOD, North Springs Improvement District, Coral Springs Improvement District, SFWMD and the City of Homestead.
- A client service management team that has a combined experience of greater than 30 years in the environmental testing field.
- Our efficiency and capabilities are inherently enhanced by our LIMS (Laboratory Information Management System) designed for data management and analytical production.
- Florida-Spectrum has developed proprietary software that is capable of insertion of Laboratory Data directly into the Seminole Tribes database without human intervention. We believe we are the only lab who has this capability and will offer this free of charge if we are the successful bidder.
- Only lab in Florida certified for Bromacil and Diuron by method 8321.
- Four Field Service Centers in Florida (Ft. Lauderdale, Ft. Meade, Lakeland and Okeechobee).
- Our Ft. Lauderdale, Ft. Meade, Lakeland and Okeechobee Facilities will be servicing The Seminole Tribe of Florida to accommodate the short holds, analysis of samples, pickups, delivery of bottles and field sampling. Our Ft. Lauderdale laboratory is twenty-two (22) minutes (16.77 miles) from the Seminole Tribe of Florida.
- Should an emergency arise, our staff can be dispatched and be on site in the event of an emergency that would require special sampling.
- Our sample custody and field services department's hours are Monday - Friday 8:00 a.m. to 6:00 p.m. and Sample Custody is open on Saturday - 8:00 a.m. to 2:00p.m. The laboratory is not open on the weekends, although special arrangements can be made at a nominal fee to open the laboratory.
- Our Quality Assurance program follows the procedures dictated under National Environmental Laboratory Accreditation Program (NELAP) and is recognized nationally as meeting and exceeding guidelines for the generation of accurate, legally defensible data.



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- A proven record of on-time client service.
  - Florida - Spectrum Environmental Services, Inc. meets the Federal Government's small business size designation criteria for SIC 8234 and is certified as a SBE by the South Florida Water Management District (SFWMD).

**Points of Contact:**

**Lyle Johnson**  
President/Laboratory Director  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
954.224.6746 (After Hours)  
[Lajohnson1@aol.com](mailto:Lajohnson1@aol.com)

**Franklyn Galvis**  
Director of Field Services  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
561.213.0445 (Cellular)  
[f.galvis@flenviro.com](mailto:f.galvis@flenviro.com)

**Nancy Read**  
Sample Custody Manager  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
[n.read@flenviro.com](mailto:n.read@flenviro.com)

**Roxana Llambias**  
QA/QC Manager  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
[r.llambias@flenviro.com](mailto:r.llambias@flenviro.com)

**Katharine A. Kutil**  
Director of Sales and Marketing  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
561.715.4426 (Cellular)  
[kkutil@flenviro.com](mailto:kkutil@flenviro.com)

**Angel Barreto**  
Client Service Manager  
1460 West McNab Road  
Ft. Lauderdale, FL 33309  
954.978.6400  
[a.barreto@flenviro.com](mailto:a.barreto@flenviro.com)

**VIII.** Describe systems in place or alternate laboratory locations for samples with short hold times taken in Lakeland FL and Brighton Reservation FL (Glades County) and provide additional charges if applicable.

PLEASE SEE SECTION "TAB 2" OF TECHNICAL PROPOSAL; PROXIMITY LOCATION, PAGE 46 AND 47.

**IX.** Sample pick-up and/or bottle drop off may take place up to 3 times per week in Big Cypress or Hollywood Reservations. Please describe costs associated with pick-ups and drop offs, locations, and notice protocol and timing required of the Tribe for scheduling.

**No Charge ~ Courier/Pick-up Fees:** Florida Spectrum asks that the Seminole Tribe work with us in advance when requesting bottles or pickups. Florida-Spectrum will send a field tech or courier whichever is less expensive to Florida-Spectrum to accommodate the Tribe.

**X.** Please provide cost per gallon of lab DI water for cleaning and equipment blanks. ~ **NO CHARGE**  
**NO CHARGE**

**XI. EXAMPLE PRICE SCHEDULE**

Use the following EXAMPLE Price Schedule to provide method, Minimum Detection Limit (MDL), unit prices and turnaround times for the services identified. See following Price Schedules for number of estimated samples per year. The table below "Example Price Schedule" is the cost for one (1) sample of each analyte.

Analyte	Matrix	Method #	Mdl & unit	Standard turn-around time (electronic) days	Cost
Total Phosphorus	Surface Water	365.4	0.064mg/L	5-7 Business Days	\$20.00
Fecal Coliform	Potable Water	SM9222D	1CFU	5-7 Business Days	\$20.00
Arsenic	Soil	6010	0.097mg/kg	5-7 Business Days	\$15.00
Chlorophyll-a	Surface Water	SM10200	4	5-7 Business Days	\$35.00
PCBs 8082	Soil	8082	Various	5-7 Business Days	\$50.00

**XII. COMPLETE PRICE SCHEDULES**

Use the following Price Schedules to provide method, Minimum Detection Limit (MDL), unit prices and turn-around times for the services requested in this solicitation. Number of samples per year is an amount to be used for estimating purposes only, and does not represent a firm commitment to a specific amount of samples per year. Unit price must be inclusive of all fees associated with the parameter (including, but not limited to, environmental, digestion, presentation, and all other fees). Total Price/Turnaround column shall specify any anticipated differences in total price depending on turnaround times.

**PRICE SCHEDULE I: GROUND AND SURFACE WATER LABORATORY SERVICES**

PRICE SCHEDULE I: GROUND AND SURFACE WATER LABORATORY SERVICES									
WATER/AQUEOUS <i>*note, assume dissolved analyses are field filtered</i>				STANDARD TURN AROUND TIME		"RUSH" (EXPEDITED) TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS (For example, same day, 24hr, 48hr, 3-day, etc.)	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# of Days
Alkalinity, Total	330	310.2/5M 2320B	2mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
As (Arsenic)	122	200.7	1.49ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Bacteria, E-coli	20	*SUB (SM 9223 B /QUANT-TRAY)	N/A	\$75.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
Bacteria, Enterocci	580	EPA 1600	1 CFU	\$25.00	5-7 Business Days	\$37.50	3 Business Days	\$50.00	24 HR
Bacteria, Fecal Coliform	20	SM9222D	1 CFU	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Bacteria, Total Coliform	20	SM9222B	1 CFU	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Bromacil (Herbicide) (report separately)	70	8321	0.29ug/L	\$265.00	5-7 Business Days	\$397.50	3 Business Days	\$530.00	24 HR
Calcium, Dissolved	12	200.7	2.88 ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Cd (Cadmium)	20	200.7	0.13ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Chlorophyll-a	600	SM10200	4	\$35.00	5-7 Business Days	\$52.50	3 Business Days	\$70.00	24 HR
Cl (Chloride)	440	SM4500C-B/300.0	3.36mg/L 0.608mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Color	640	SM2120B	5 PCU	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Cu (Copper)	140	200.7	0.65ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Diuron (pesticide) (report separately)	70	8321	0.174ug/L	\$Group (8321)	5-7 Business Days	\$Group (8321)	3 Business Days	\$Group (8321)	24 HR
Fe (Iron)	140	200.7	2ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Gross Alpha	5	900	Varies	\$45.00	5-7 Business Days	N/A	N/A	N/A	N/A
Gross-Beta	5	900	Varies	\$45.00	5-7 Business Days	N/A	N/A	N/A	N/A
Herbicides	12	8151	Various	\$90.00	5-7 Business Days	\$135.00	3 Business Days	\$180.00	24 HR
Hg (Mercury)	160	245.1	0.070616ug/L	\$25.00	5-7 Business Days	\$37.50	3 Business Days	\$50.00	24 HR
K (Potassium)	80	200.7	5.08ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
K, Dissolved	12	200.7	5.08ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Magnesium, Dissolved	12	200.7	1.59ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Na (Sodium), Dissolved	12	200.7	0.00096ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
NH3 (Ammonia)	600	350.1	0.014mg/L	\$18.00	5-7 Business Days	\$27.00	3 Business Days	\$36.00	24 HR
NH4 (Ammonium)	430	350.1	0.014mg/L	\$18.00	5-7 Business Days	\$27.00	3 Business Days	\$36.00	24 HR

PRICE SCHEDULE I: GROUND AND SURFACE WATER LABORATORY SERVICES									
WATER/AQUEOUS <i>*note, assume dissolved analyses are field filtered</i>				STANDARD TURN AROUND TIME		"RUSH" (EXPEDITED) TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS (For example, same day, 24hr, 48hr, 3-day, etc.)	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# of Days
NO2 (Nitrite)	80	300.0 SM4500NO2-B	0.048mg/L 0.0026mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
NOX (Total Nitrite+Nitrate)	550	SM 4500 NO3-F	0.019mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Organics, Semi-Volatile	112	8270	Various	\$150.00	5-7 Business Days	\$225.00	3 Business Days	\$300.00	24 HR
Organics, Volatile	12	8260	Various	\$75.00	5-7 Business Days	\$112.50	3 Business Days	\$150.00	24 HR
Organochlorine Pesticides	112	8081	Various	\$80.00	5-7 Business Days	\$120.00	3 Business Days	\$160.00	24 HR
Organophosphorus Pesticides	112	8270	Various	\$85.00	5-7 Business Days	\$127.50	3 Business Days	\$170.00	24 HR
Ortho-Phosphate, Total	200	300.0 365.1/SM4500P-F	0.026mg/L 0.003mg/L	\$12.00	5-7 Business Days	\$18.00	3 Business Days	\$24.00	24 HR
Ortho-Phosphate, Dissolved	40	300.0 365.1/SM4500P-F	0.026mg/L 0.003mg/L	\$12.00	5-7 Business Days	\$18.00	3 Business Days	\$24.00	24 HR
Pb (Lead)	140	200.7/200.8	1.4ug/L 0.059ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
PCBs	12	8082	Various	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
Pesticides, Herbicides, PCBs	20	8081/8151/8082	Various	\$240.00	5-7 Business Days	\$360.00	3 Business Days	\$480.00	24 HR
Phosphorus, Dissolved	30	365.4	must be <4 ppb 0.064mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Phosphorus, Total	1400	365.4	must be < 4 ppb 0.064mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Priority Pollutants	56	200.7, 335.3, 420.2, 8260, 8270, 8081	Various	\$496.00	5-7 Business Days	\$744.00	3 Business Days	\$992.00	24 HR
SiO2	12	SM4500 SiO2-C	0.088mg/L	\$12.00	5-7 Business Days	\$18.00	3 Business Days	\$24.00	24 HR
Sulfate	20	300.0	0.335mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
TDS	40	160.1 / SM 2540C	10mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR

PRICE SCHEDULE I: GROUND AND SURFACE WATER LABORATORY SERVICES									
WATER/AQUEOUS <i>*note, assume dissolved analyses are field filtered</i>				STANDARD TURN AROUND TIME		"RUSH" (EXPEDITED) TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS (For example, same day, 24hr, 48hr, 3-day, etc.)	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# of Days
TKN (Nitrogen Kjeldahl)	620	351.2	0.07mg/L	\$16.00	5-7 Business Days	\$24.00	3 Business Days	\$32.00	24 HR
TSS	400	SM 2540D	1mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Turbidity	640	180.1	0.05NTU	\$8.00	5-7 Business Days	\$12.00	3 Business Days	\$16.00	24 HR
Volatile Organics	100	8260	Various	\$75.00	5-7 Business Days	\$112.50	3 Business Days	\$150.00	24 HR
Zn (Zinc)	20	200.7	0.72ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR

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PRICE SCHEDULE II: ENVIRONMENTAL LABORATORY SERVICES

PRICE SCHEDULE II: ENVIRONMENTAL LABORATORY SERVICES									
WATER/AQUEOUS				STANDARD TURN AROUND TIME		"RUSH" (EXPEDITED) TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# of Days
BTEX/MTBE	200	8260	Various	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
EDB	25	8011	Various	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
FL PRO	200	FL-PRO	Various	\$60.00	5-7 Business Days	\$90.00	3 Business Days	\$120.00	24 HR
GRO/DRO	200	*SUB (8015)	9.9ug/L 55ug/L	\$200.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
PAH (Method 8310)	200	8270	Various	\$70.00	5-7 Business Days	\$105.00	3 Business Days	\$140.00	24 HR
RCRA-8	200	200.7/200.8/ 245.1	Various	\$90.00	5-7 Business Days	\$135.00	3 Business Days	\$180.00	24 HR
SOIL/SOLID				STANDARD TURN AROUND TIME		"RUSH" (EXPEDITED) TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# of Days
BTEX/MTBE	200	8260	Various	\$45.00	5-7 Business Days	\$67.50	3 Business Days	\$90.00	24 HR
EDB	25	8011	Various	\$45.00	5-7 Business Days	\$67.50	3 Business Days	\$90.00	24 HR
FL PRO	200	FL-PRO	Various	\$70.00	5-7 Business Days	\$105.00	3 Business Days	\$140.00	24 HR
GRO/DRO	200	*SUB (8015)	Various	\$200.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
PAH (Method 8310)	200	8270	Various	\$85.00	5-7 Business Days	\$127.50	3 Business Days	\$170.00	24 HR
RCRA-8	200	601Q/7471	Various	\$120.00	5-7 Business Days	\$180.00	3 Business Days	\$240.00	24 HR
TCLP	20	1311	Various	\$50.00	5-7 Business Days	\$75.00	3 Business Days	N/A	24 HR
Hg (Mercury)	20	7471	0.037mg/kg	\$30.00	5-7 Business Days	\$45.00	3 Business Days	\$60.00	24 HR
Organics, Semi-Volatile	100	8270	Various	\$165.00	5-7 Business Days	\$247.50	3 Business Days	\$330.00	24 HR
Organochlorine Pesticides	100	8081	Various	\$80.00	5-7 Business Days	\$120.00	3 Business Days	\$160.00	24 HR
Organophosphorus Pesticides	100	8270	Various	\$85.00	5-7 Business Days	\$127.50	3 Business Days	\$170.00	24 HR
Priority Pollutants	50	6010, 9012, 9065, 8260, 8270, 8081/8082	Various	\$630.00	5-7 Business Days	\$945.00	3 Business Days	\$1,260.00	24 HR
Volatile Organics	400	8260	Various	\$90.00	5-7 Business Days	\$135.00	3 Business Days	\$180.00	24 HR

**PRICE SCHEDULE III: DRINKING WATER LABORATORY SERVICES**

Please note that Drinking Water Laboratory Services must follow 40 CFR Drinking Water Regulations, and laboratory services must follow National Primary Drinking Water Standards.

PRICE SCHEDULE III: DRINKING WATER LABORATORY SERVICES									
WATER/AQUEOUS				STANDARD TURN AROUND TIME		"RUSH" TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS (For example, same day, 24hr, 48hr, 3-day, etc.)	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days
Please note that Drinking Water Laboratory Services must follow 40 CFR Drinking Water Regulations, and laboratory services must follow National Primary Drinking Water Standards.									
<b>Microorganisms</b>									
Heterotrophic plate count	50	SM9215	1 CFU	\$30.00	5-7 Business Days	\$45.00	3 Business Days	\$60.00	24 HR
Total Coliforms (including fecal coliform and E. Coli)	400	SM9223B	1 CFU	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Legionella *	0	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted	Deleted
<b>Disinfection Byproducts<sup>24</sup></b>									
Haloacetic acids (HAAS)	10	552.2	Various	\$105.00	5-7 Business Days	\$157.50	3 Business Days	\$210.00	24 HR
Total Trihalomethanes (TTHMs)	10	524.2	Various	\$50.00	5-7 Business Days	\$75.00	3 Business Days	\$100.00	24 HR
<b>Radionuclides</b>									
Alpha particles	10	900.0	Varies	\$45.00	5-7 Business Days	N/A	3 Business Days	N/A	24 HR
Beta particles and photon emitters	10	900.0/ *SUB (900.1)	Varies	\$250.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
Radium 226 and Radium 228 (combined)	1	*SUB (908.1/ Ra-05)	0.2/0.9pCi/L	\$180.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
Uranium	1	200.8	0.004ug/L	\$30.00	5-7 Business Days	\$45.00	3 Business Days	\$60.00	24 HR
<b>Inorganic Chemicals</b>									
Copper	50	200.8	0.166ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Lead	50	200.8	0.059ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Asbestos (fiber >10 micrometers)	4	*SUB (100.2)	0.018MFL	\$200.00	3-4 Weeks	N/A	3-4 Weeks	N/A	3-4 Weeks
Nitrate (measured as Nitrogen)	4	300.0	0.087g/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Antimony, total	4	200.8	0.104ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Arsenic	4	200.8	0.164ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR

PRICE SCHEDULE III: DRINKING WATER LABORATORY SERVICES									
WATER/AQUEOUS				STANDARD TURN AROUND TIME		"RUSH" TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days
Please note that Drinking Water Laboratory Services must follow 40 CFR Drinking Water Regulations, and laboratory services must follow National Primary Drinking Water Standards.									
Barium	4	200.8	0.055ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Beryllium, total	4	200.8	0.011ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Cadmium	4	200.8	0.07ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Chromium (total)	4	200.8	0.131ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Cyanide (as free cyanide)	4	SM4500 CN-E/335.4	0.0013mg/L	\$25.00	5-7 Business Days	\$50.00	3 Business Days	\$100.00	24 HR
Fluoride	4	300.0	0.021mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Mercury (inorganic)	4	245.1	0.070616ug/L	\$25.00	5-7 Business Days	\$37.50	3 Business Days	\$50.00	24 HR
Selenium	4	200.8	0.412ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Thallium, total	4	200.8	0.008ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
<b>Organic Chemicals</b>									
1,2-Dibromo-3-chloropropane (DBCP)	4	504.1	0.0121ug/L	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
2,4,5-TP (Silvex)	4	515.3	0.03ug/L	\$90.00	5-7 Business Days	\$135.00	3 Business Days	\$180.00	24 HR
2,4-D	4	515.3	0.083ug/L	\$15.3 Group	5-7 Business Days	\$15.3 Group	3 Business Days	\$15.3 Group	24 HR
Aldicarb	4	531.1	0.66ug/L	\$85.00	5-7 Business Days	\$127.00	3 Business Days	\$170.00	24 HR
Aldicarb Sulfone	4	531.1	0.57ug/L	\$31.1 Group	5-7 Business Days	\$31.1 Group	3 Business Days	\$31.1 Group	24 HR
Aldicarb Sulfoxide	4	531.1	0.369ug/L	\$31.1 Group	5-7 Business Days	\$31.1 Group	3 Business Days	\$31.1 Group	24 HR
Atrazine	4	525.2	0.0217ug/L	\$150.00	5-7 Business Days	\$225.00	3 Business Days	\$300.00	24 HR
Benzo(a)pyrene (PAHs)	4	525.2	0.0106ug/L	\$25.2 Group	5-7 Business Days	\$25.2 Group	3 Business Days	\$25.2 Group	24 HR
BHC-Gamma	4	508	0.0119ug/L	\$80.00	5-7 Business Days	\$120.00	3 Business Days	\$160.00	24 HR
Carbofuran	4	531.1	0.452ug/L	\$31.1 Group	5-7 Business Days	\$31.1 Group	3 Business Days	\$31.1 Group	24 HR
Chlordane	4	508	0.013ug/L	\$08 Group	5-7 Business Days	\$08 Group	3 Business Days	\$08 Group	24 HR
Dalapon	4	515.3	0.09ug/L	\$15.3 Group	5-7 Business Days	\$15.3 Group	3 Business Days	\$15.3 Group	24 HR
Di(2-ethylhexyl) adipate	4	525.2	0.009ug/L	\$25.2 Group	5-7 Business Days	\$25.2 Group	3 Business Days	\$25.2 Group	24 HR
Di(2-ethylhexyl) phthalate	4	525.2	0.011ug/L	\$25.2 Group	5-7 Business Days	\$25.2 Group	3 Business Days	\$25.2 Group	24 HR
Dinoseb	4	515.3	0.11ug/L	\$15.3 Group	5-7 Business Days	\$15.3 Group	3 Business Days	\$15.3 Group	24 HR
Diquat	4	549.2	0.286ug/L	\$126.00	5-7 Business Days	\$189.00	3 Business Days	\$252.00	24 HR
Endothall	4	548.1	2.719ug/L	\$88.00	5-7 Business Days	\$132.00	3 Business Days	\$176.00	24 HR
Endrin	4	508	0.0101ug/L	\$08 Group	5-7 Business Days	\$08 Group	3 Business Days	\$08 Group	24 HR
Ethylene dibromide	4	504.1	0.0099ug/L	\$04 Group	5-7 Business Days	\$04 Group	3 Business Days	\$04 Group	24 HR

PRICE SCHEDULE III: DRINKING WATER LABORATORY SERVICES									
WATER/AQUEOUS				STANDARD TURN AROUND TIME		"RUSH" TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days
Please note that Drinking Water Laboratory Services must follow 40 CFR Drinking Water Regulations, and laboratory services must follow National Primary Drinking Water Standards.									
Glyphosate	4	547	3.55ug/L	\$70.00	5-7 Business Days	\$105.00	3 Business Days	\$140.00	24 HR
Heptachlor	4	508	0.0125ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
Heptachlor epoxide	4	508	0.0108ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
Hexachlorobenzene	4	508	0.0091ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
Hexachlorocyclopentadiene	4	508	0.01ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
Lasso (Monsanto herbicide)	4	525.2	0.088ug/L	525.2 Group	5-7 Business Days	525.2 Group	3 Business Days	525.2 Group	24 HR
Methoxychlor	4	508	0.0132ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
Oxamyl (Vydate)	4	531.1	0.41ug/L	531.1 Group	5-7 Business Days	531.1 Group	3 Business Days	531.1 Group	24 HR
Pentachlorophenol	4	515.3	0.022ug/L	515.3 Group	5-7 Business Days	515.3 Group	3 Business Days	515.3 Group	24 HR
Picloram	4	515.3	0.061ug/L	515.3 Group	5-7 Business Days	515.3 Group	3 Business Days	515.3 Group	24 HR
Simazine	4	525.2	0.017ug/L	525.2 Group	5-7 Business Days	525.2 Group	3 Business Days	525.2 Group	24 HR
Total Polychlorinated biphenyls (PCBs)	4	508	Various	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
Toxaphene	4	508	0.21ug/L	508 Group	5-7 Business Days	508 Group	3 Business Days	508 Group	24 HR
1,1,1-Trichloroethane	4	524.2	0.0689ug/L	\$75.00	5-7 Business Days	\$112.50	3 Business Days	\$150.00	24 HR
1,1,2-Trichloroethane	4	524.2	0.0894ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
1,1-Dichloroethylene	4	524.2	0.0513ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
1,2,4-Trichlorobenzene	4	524.2	0.18ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
1, 2-Dichloroethane	4	524.2	0.0968ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
1,2-Dichloropropane	4	524.2	0.117ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Benzene	4	524.2	0.0748ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Carbon tetrachloride	4	524.2	0.0586ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Chlorobenzene	4	524.2	0.0654ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
cis-1,2-Dichloroethylene	4	524.2	0.117ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Dichloromethane	4	524.2	0.108ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Ethylbenzene	4	524.2	0.0736ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
o-Dichlorobenzene	4	524.2	0.0566ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
p-Dichlorobenzene	4	524.2	0.0878ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Styrene	4	524.2	0.0788ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Tetrachloroethylene	4	524.2	0.095ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Toluene	4	524.2	0.108ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR

PRICE SCHEDULE III: DRINKING WATER LABORATORY SERVICES									
WATER/AQUEOUS				STANDARD TURN AROUND TIME		"RUSH" TURN AROUND TIME		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days for Electronic Report	UNIT PRICE	# Days
Please note that Drinking Water Laboratory Services must follow 40 CFR Drinking Water Regulations, and laboratory services must follow National Primary Drinking Water Standards.									
trans-1,2-Dichloroethylene	4	524.2	0.0806ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Trichloroethylene	4	524.2	0.111ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Vinyl chloride	4	524.2	0.08ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR
Xylenes (total)	4	524.2	0.207ug/L	524.2 Group	5-7 Business Days	524.2 Group	3 Business Days	524.2 Group	24 HR

**PRICE SCHEDULE IV: RAW WATER (GENERAL) LABORATORY SERVICES**

PRICE SCHEDULE IV: RAW WATER (GENERAL) LABORATORY SERVICES									
Water/Aqueous				Standard Turn Around Time		"Rush" Turn Around Time		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days
Arsenic	120	200.7	1.49ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Barium	120	200.7	0.14ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Cadmium	120	200.7	0.13ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Calcium	120	200.7	2.88ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Chromium (total)	120	200.7	0.84ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Copper	120	200.7	0.65ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Iron	120	200.7	2ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Lead	120	200.7	1.4ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Magnesium	120	200.7	1.59ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Manganese	120	200.7	0.11ug/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Nitrate	120	300.0	0.087mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Nitrite	120	300.0	0.048mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR
Sulfate	120	300.0	0.335mg/L	\$10.00	5-7 Business Days	\$15.00	3 Business Days	\$20.00	24 HR

**PRICE SCHEDULE V: WASTE WATER LABORATORY SERVICES**

PRICE SCHEDULE V: WASTE WATER LABORATORY SERVICES									
<i>Water/Aqueous</i>				Standard Turn Around Time		"Rush" Turn Around Time		OTHER TURN AROUND TIME OPTIONS <i>(For example, same day, 24hr, 48hr, 3-day, etc.)</i>	
DESCRIPTION	SAMPLES PER YEAR	METHOD #	MDL	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days for electronic report	UNIT PRICE	# Days
CBOD's	60	SM5210B	2mg/L	\$25.00	5-7 Business Days	N/A	N/A	N/A	N/A
TSS's	60	SM2540D	1mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Total Nitrogen (NO <sub>2</sub> , NO <sub>3</sub> , TN)	60	TKN+Total NO <sub>3</sub> /NO <sub>2</sub>	Various	\$35.00	5-7 Business Days	\$52.50	3 Business Days	\$70.00	24 HR
Total Phosphorus (TP)	60	365.4	0.064mg/L	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Ammonia (NH <sub>3</sub> )	60	350.1	0.014mg/L	\$18.00	5-7 Business Days	\$27.00	3 Business Days	\$36.00	24 HR
Total Kjeldahl Nitrogen (TKN)	60	351.2	0.07mg/L	\$16.00	5-7 Business Days	\$24.00	3 Business Days	\$32.00	24 HR
Fecal Coliform	60	SM9222D	1CFU	\$20.00	5-7 Business Days	\$30.00	3 Business Days	\$40.00	24 HR
Oil and Grease	24	1664A	1.30mg/L	\$40.00	5-7 Business Days	\$60.00	3 Business Days	\$80.00	24 HR
RCA Metals (for grit disposal)	8	200.7/200.8	Various	\$90.00	5-7 Business Days	\$135.00	3 Business Days	\$180.00	24 HR
Crypto and Giardia	8	*SUB(1623)	1	\$750.00	3-4 Weeks	N/A	3-4 Weeks	N/A	24 HR
Reclaim Effluent Analysis	8	CBOD, TSS, TP, NO <sub>3</sub>	Various	\$75.00	5-7 Business Days	\$112.50	3 Business Days	\$150.00	24 HR

PRICE SCHEDULE VI: OTHER LABORATORY SERVICES

PRICE SCHEDULE VI: OTHER LABORATORY SERVICES			
<i>Other</i>	Standard Request	"Rush" (Expedited) Request	Define "Rush" in Days
DESCRIPTION	UNIT PRICE	UNIT PRICE	
Additional Up-charge for soil sample analysis	\$10.00 (% SOLIDS)	N/A	N/A
Sample Collection Fees (per hour)	\$75.00	NEGOTIABLE (WEEKEND CHARGES WILL APPLY)	N/A
Courier/Pick-up Fees (if applicable)	No Charge See note below	NEGOTIABLE (WEEKEND CHARGES WILL APPLY)	N/A
Expedited Turn-Around Time Fee (if applicable)	24 HR (100%) 3 Day (50%)	N/A	24 HR = 1 DAY 72 HR = 3 DAYS
DI Water for field cleaning (per gallon)	No Charge	N/A	N/A
Other (please specify)	N/A	N/A	N/A

\*\*PLEASE NOTE:

- All non-contractual items will be billed in accordance with Florida-Spectrums current pricelist less a 40% discount.
- Courier/Pick-up Fees: Florida Spectrum asks that the Seminole Tribe work with us in advance when requesting bottles or pickups. Florida-Spectrum will send a field tech or courier whichever is less expensive to Florida-Spectrum to accommodate the Tribe.
- **Emergencies~ Florida-Spectrum Environmental Services, Inc.** will arrange for sample retrieval at Department specified facilities during the event of a Department determined emergency or crisis, service shall be provided within the hours of the Department's request. We will respond immediately, 24 hours a day, under emergency conditions as identified by the Departments. This is to include immediate analysis under conditions of suspected acute violations and imminent health risks.
- This emergency provision includes After Hours, Weekends and Holidays. Should this emergency occur, due to the cost of operation, overtime, materials and employees that will be provided during these emergencies, Florida-Spectrum Environmental Services, Inc. will charge a nominal fee.
- Florida-Spectrum has developed proprietary software that is capable of insertion of Laboratory Data directly into the Seminole Tribes database without human intervention. We believe we are the only lab who has this capability and will offer this free of charge if we are the successful bidder.
- Only lab in Florida certified for Bromacil and Diuron by method 8321. Only Full Service South Florida Lab and Radiochemistry lab in South Florida.
- Any blanks in the columns for MDIs are attached at the end of this document in a report format for the convenience of the Tribe.
- As per the Addendum I the Legionella Analysis has been eliminated from the proposal.