

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **18th day of January, 2006**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **SWS Environmental First Response**, a Florida corporation, whose business address is **1619 Moylan Road, Panama City Beach, Florida 32407** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional **environmental remediation** services of the CONTRACTOR concerning certain services related to **emergency cleanup and disposal services for hazardous material discharges into the City's Waterways** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; and

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

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Basic Services to be performed by CONTRACTOR hereunder are for **emergency cleanup and disposal services for hazardous material discharges into the City's Waterways**.

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

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

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

1.5. The CONTRACTOR has represented to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and

performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

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

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

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

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

ARTICLE TWO OWNER'S RESPONSIBILITIES

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

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

2.2. The Project Coordinator shall:

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

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

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and **shall be for a one-year period, commencing on or about January 18, 2006, with the City's option to exercise two additional one-year renewals.** Time is of the essence with respect to the performance of this Agreement.

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

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 18 month period.

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

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid CONTRACTOR by the OWNER for all Basic Services shall be **an annual amount not-to-exceed \$100,000** and shall be paid in the manner set forth in Exhibit A, "Basis of Compensation", which is attached hereto and incorporated herein.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX
INDEMNIFICATION**

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

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit B to this Agreement.

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

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

**ARTICLE NINE
WAIVER OF CLAIMS**

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

**ARTICLE TEN
TERMINATION OR SUSPENSION**

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

directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's written notice.

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

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

ARTICLE ELEVEN CONFLICT OF INTEREST

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

ARTICLE TWELVE MODIFICATION

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

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: Dr. Robert E. Lee, City Manager

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

**SWS Environmental First Response
1619 Moylan Road
Panama City Beach, Florida 32407
Attention: Bennett Zinn, Business Development Specialist**

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

**ARTICLE FOURTEEN
MISCELLANEOUS**

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

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

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

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

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

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

**ARTICLE FIFTEEN
APPLICABLE LAW**

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

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

ATTEST:

OWNER:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
SWS Environmental First Response
A Florida Corporation

By: _____

witness

(CORPORATE SEAL)

Contract for work performed
(not Architects/Engineers)
315219_1



REQUEST FOR PROPOSAL

CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102

PH: 239-213-7100 FX: 239-213-7105

MAILING DATE	TITLE	NUMBER:	CLOSING DATE & TIME
9/7/05	Hazardous Materials Spill Cleanup for Naples Bay and Other City Waterways	019-06	2:00PM 10/11/2005
PRE-BID DATE, TIME AND LOCATION:			
N/A			

<p>NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL <i>SW5 Environmental First Response</i></p> <p>MAILING ADDRESS <i>1619 Moylan Rd.</i></p> <p>CITY-STATE-ZIP <i>Panama City Beach, FL 32407</i></p> <p>PH: <i>850 234 8428</i></p> <p>FX: <i>850 234 2451</i></p>	<p>IF SUBMITTING "NO BID", STATE REASON IN THIS SPACE</p> <p>EMAIL: <i>bennett.zinn@swsefr.com</i></p> <p>WEB ADDRESS: <i>www.swsefr.com</i></p>
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE <i>10/11/05</i>	PRINTED NAME/TITLE <i>Bennett Zinn / Business Development Specialist</i>
<p style="color: red; font-size: small;">Please initial by all that apply I acknowledge receipt of the following addendum</p>		
Addendum #1	Addendum #2	Addendum #3
Addendum #4		

BASIS OF COMPENSATION

A.1.1. As consideration for providing Basic Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

PERSONNEL	STRAIGHT	O.T.
PRINCIPAL	\$1250.00/DAY	\$1250.00/DAY
INCIDENT COMMANDER	\$1250.00/DAY	\$125.00/HR.
INDUSTRIAL HYGIENIST	\$1000.00/DAY	\$125.00/HR.
PROJECT MANAGER	\$1000.00/DAY	\$100.00/HR.
ENGINEER	\$900.00/DAY	\$95.00/HR.
ZONE MANAGER	\$900.00/DAY	\$95.00/HR.
HEALTH AND SAFETY OFFICER	\$850.00/DAY	\$90.00/HR.
CHMM	\$850.00/DAY	\$90.00/HR.
CHEMIST	\$850.00/DAY	\$95.00/HR.
CONTRACT OFFICER	\$520.00/DAY	\$70.00/HR.
LEGAL SPECIALIST	\$250.00/HR.	\$250.00/HR.
SUPERVISOR	\$80.00/HR.	\$120.00/HR.
MARINE OPERATOR (LICENSED CAPTAIN)	\$75.00/HR.	\$112.50/HR.
TRAINED DIVER	\$75.00/HR.	\$112.50/HR.
LOGISTICS COORDINATOR	\$75.00/HR.	\$100.00/HR.
DISPOSAL COORDINATOR	\$75.00/HR.	\$100.00/HR.
FOREMAN	\$60.00/HR.	\$90.00/HR.
TRAFFIC CONTROL SUPERVISOR	\$60.00/HR.	\$90.00/HR.
EQUIPMENT OPERATOR	\$52.00/HR.	\$78.00/HR.
MARINE OPERATOR (<25ft)	\$48.00/HR.	\$72.00/HR.
QUALITY ASSURANCE OFFICER	\$50.00/HR.	\$75.00/HR.
WELDER (40 HR TRAINED)	\$50.00/HR.	\$75.00/HR.
MECHANIC (40 HR TRAINED)	\$48.00/HR.	\$72.00/HR.
TECHNICIAN II (40 HR TRAINED)	\$48.00/HR.	\$72.00/HR.
SAMPLING TECHNICIAN	\$45.00/HR.	\$67.50/HR.
BIOHAZARDOUS TECHNICIAN	\$40.00/HR.	\$60.00/HR.
ADMINISTRATIVE TECH (40 HR TRAINED)	\$48.00/HR.	\$72.00/HR.
FIELD CLERK	\$42.00/HR.	\$63.00/HR.
OFFICE STAFF	\$40.00/HR.	\$60.00/HR.

EQUIPMENT / VEHICLES	HOUR	DAY
SUPERVISOR -- RESPONSE VEHICLE	\$30.00	\$300.00
RESPONSE VEHICLES	\$20.00	\$250.00
FOUR WHEEL DRIVE RESPONSE VEHICLE	\$25.00	\$275.00
TRACTOR TANKER	\$100.00	\$1,800.00
TRACTOR WITH DUMP TRAILER	\$100.00	\$1,800.00
TRACTOR WITH FLATBED/LOWBOY	\$100.00	\$1,800.00
TRACTOR WITH BOX TRAILER	\$100.00	\$1,800.00
TRACTOR WITH ROLL-OFF TRAILER (2 BOX)	\$120.00	\$2,160.00
ROLL OFF TRUCKS		
A. ROLL OFF TRUCK	\$65.00	\$1,000.00
B. ROLL OFF TANK (4000 GALLON)	N/A	\$65.00
C. ROLL OFF BOX (20 CUBIC YARD)	N/A	\$35.00
D. ROLL OFF FLATBED (25 FT.)	N/A	\$20.00
E. ROLL OFF CLOSED TOP	N/A	\$45.00
F. VACUUM BOX	N/A	\$100.00
VACUUM TRUCKS *		
A. 3300 GAL LIQUID RING TRUCK	\$125.00	\$2,250.00
B. 3300 GAL INDUSTRIAL VACUUM TRUCK	\$95.00	\$1,710.00
C. 2500 - 4000 GALLON LIQUID TRUCK	\$95.00	\$1,710.00
D. 2300 GALLON COMBINATION	\$95.00	\$1,710.00
E. VACCON COMBINATION	\$150.00	\$2,700.00
F. INDUSTRIAL LOADER	\$180.00	\$2,880.00
G. GUZZLER (PREDATOR)	\$180.00	\$2,880.00
H. HIGH RAIL VACUUM TRUCK	\$250.00	\$4,500.00
*All vacuum trucks will be charged a minimum of four (4) hours and will also require a truck decon charge under most circumstances.		
SPECIALTY VEHICLES		
HIGH PRESSURE WATER JET	\$125.00	\$2,250.00
DUMP TRUCK	\$75.00	\$1,250.00
A.T.V. 4-WHEELERS	N/A	\$300.00
(ERT/QRT) HAZ-MAT RESPONSE VEHICLE / TRAILER	\$75.00	\$1,250.00
PORTABLE COMMAND CENTER	N/A	\$300.00
MECHANIC/WELDING TRUCK	\$75.00	\$1,350.00
BOOM TRUCK/LIFT GATE	\$50.00	\$900.00
STAKE BODY TRUCK	\$35.00	\$630.00
BOOM TRUCK 4X4	\$35.00	\$630.00
MILEAGE*	PER/MILE	
PICKUP TRUCK/PERSONNEL VEHICLE	\$0.50	
VACUUM TRUCK/RESPONSE VAN	\$0.90	
TRACTOR	\$1.75	
*Mileage is calculated from equipments location at time of call to job site. And is used for projects outside 50 miles from responding service center.		
PROFESSIONAL REPORTS		
FLA. STATE REPORT	\$500.00	
ALL OTHER REPORTS*	HOURLY RATE	
*Time required for additional review or re-generation of reports charged at hourly rates (Project Mgr./Office Staff).		

ANCILLARY EQUIPMENT	DAY	WEEK
FRAC TANKER	\$100.00	\$600.00
MINI FRAC TANKER	\$50.00	\$300.00
POLY-TANK (500 GAL)	\$30.00	\$120.00
POLY-TANK (1,000 GAL)	\$40.00	\$160.00
POLY-TANK (3,000 GAL)	\$75.00	\$300.00
FAST TANK (2,300 GAL)	\$100.00	\$400.00
ROLL-OFF TRAILER	\$150.00	\$600.00
EQUIPMENT TRAILERS	\$25.00	\$100.00
DRUM TRAILER	\$75.00	\$300.00
CONTAINMENT BOOM TRAILER (BOX)	\$35.00	\$140.00
PRESSURE WASHERS	\$200.00	\$800.00
STEAM/PRESSURE CLEANERS	\$450.00	\$1,600.00
WELDER/GENERATOR COMBO	\$200.00	\$800.00
LIGHT TOWER/GENERATOR	\$200.00	\$800.00
LIGHT STAND (>1000W)	\$100.00	\$400.00
AIR HANDLERS (PORTABLE)	\$25.00	\$100.00
MERCURY VACUUM	\$500.00	N/A
SAMPLING AUGER	\$25.00	\$125.00
CHAIN SAW	\$50.00	\$250.00
SCD CUTTER	\$150.00	N/A
GAS BLOWERS	\$20.00	\$100.00
DECONTAMINATION STATION	\$350.00	N/A
DECONTAMINATION POOL	\$250.00	N/A
LARGE CYLINDER RECOVERY CASKET	\$800.00	\$5,600.00
FAT BOY COFFIN	\$550.00	\$3,850.00
CHLORINE COFFIN	\$600.00	\$4,200.00
	HOUR	DAY
GENERATOR (MOBILE, TRAILER MOUNTED)	N/A	\$630.00
GENERATOR (PORTABLE)	N/A	\$270.00
AIR COMPRESSOR (MOBILE, TRAILER MOUNTED)	N/A	\$270.00
AIR COMPRESSOR (PORTABLE)	N/A	\$180.00
	PER USE	
HOT/COLD TAP BORING TOOL *	\$150.00	N/A
MIDLAND RAIL KIT	\$250.00	N/A
* PLUS JOB FITTINGS		
	HOUR	DAY
TERMINATOR, Fire Fighting Equipment	N/A	\$1,000.00
FLARE STACK	N/A	\$250.00
NON-SPARKING TOOLS	N/A	\$150.00
NITROGEN PURGE SYSTEM	N/A	\$300.00
3 STAGE CORKEN COMPRESSOR	N/A	\$1,500.00
TRAFFIC CONES	N/A	\$2.00

HEAVY EQUIPMENT	DAY	WEEK
BACKHOE - RUBBER TIRE	\$500.00	\$2,400.00
BACKHOE W/EXTENDED HOE	\$500.00	\$2,400.00
BOBCAT	\$300.00	\$1,540.00
BULLDOZER (D-6 OR EQUIVALENT)	\$675.00	\$3,375.00
FORKLIFT, 4WD ALL TERRAIN	\$425.00	\$1,980.00
FORKLIFT, TELESCOPIC-PETTIBONE	\$480.00	\$2,420.00
FRONT END LOADER (544 OR EQUIVALENT)	\$650.00	\$3,250.00
FRONT END LOADER (624 OR EQUIVALENT)	\$750.00	\$3,860.00
TRACKHOE (120 OR EQUIVALENT)	\$700.00	\$3,500.00
TRACKHOE (680 OR EQUIVALENT)	\$800.00	\$4,000.00
TRACKHOE (790 OR EQUIVALENT)	\$1,250.00	\$5,750.00
COMPACTOR	\$500.00	\$2,400.00
MINI EXCAVATOR	\$425.00	\$1,980.00
GRADALL	\$2,000.00	\$11,000.00
SPECIALTY EQUIPMENT AVAILABLE AT COST PLUS 20%.		
MOBILIZATION AND DE-MOBILIZATION WILL BE BILLED AT THE APPLICABLE HOURLY RATES.		

PERSONNEL PROTECTION

LEVEL OF PROTECTION	EACH
EPA LEVEL "D" (ALL PERSONNEL IN LEVEL D)*	\$50.00
EPA LEVEL "C" (ALL PERSONNEL IN LEVEL C)*	\$85.00
EPA LEVEL "B" (ALL PERSONNEL IN LEVEL B)*	\$150.00
EPA LEVEL "A" (ALL PERSONNEL IN LEVEL A)*	\$200.00
NFPA FIRE BUNKER GEAR*	\$150.00
NFPA FIRE BUNKER GEAR (DECONTAMINATION)	\$150.00

*CHARGES APPLY PER MAN, PER DAY PLUS COST OF EQUIPMENT AND EXPENDABLES.
 ALL ADDITIONAL PPE NEEDED FOR A SAFE RESPONSE WILL BE BILLED AT COST PLUS 20%.
 PPE REQUIRED FOR INITIAL DRESS OUT/ NOT INCLUSIVE OF LEVEL A SUIT

PERSONNEL EQUIPMENT

	DAY	WEEK
CASCADE SYSTEM (TWO WAY)	\$200.00	\$1,250.00
AIR PACKS - SCBA/SKA PACKS	\$40.00	\$280.00
CONFINED SPACE ENTRY SAFETY PACKAGE	\$350.00	\$2,000.00
NIGHT VISION BINOCULARS	\$50.00	\$250.00
SCUBA EQUIPMENT	\$85.00	\$525.00

EXPENDABLES

	COST	UNIT
LEVEL "A" - LIMITED USE ENCAPSULATED SUIT	\$700.00	EACH
RESPIRATOR CARTRIDGES (Mercury)	\$40.00	PAIR
RESPIRATOR CARTRIDGES (OVAG)	\$26.00	PAIR
RESPIRATOR CARTRIDGES (HEPA)	\$7.00	PAIR
RESPIRATOR CARTRIDGES (Not otherwise specified)	COST + 20%	
CASCADE SYSTEM RE-FILLS	\$30.00	BOTTLE
AIR PACK RE-FILLS	\$7.50	EACH
DUCT TAPE (NON PPE USE)	\$5.00	ROLL
HAZARD TAPE (AREA SECURITY)	\$28.00	ROLL
TYVEK ® SUITS	\$6.00	EACH
TYVEK ® SUITS WITH HOOD	\$8.00	EACH
POLY-COATED COVERALLS	\$10.00	EACH
SARANEX SUITS (Tychem® SL)	\$34.00	EACH
LEVEL B SUIT	\$98.00	EACH
RAIN GEAR (OTHER THAN PPE)	\$35.00	EACH
CHEST WADERS	\$95.00	EACH
HIP WADERS	\$56.00	EACH
SPLASH SUIT	\$153.00	EACH
PVC-NITRILE GLOVES	\$3.50	PAIR
DISPOSABLE GLOVES (INNER)	\$36.00	BOX
WORK GLOVES	\$5.00	PAIR
SILVER SHIELD-GLOVES	\$10.00	PAIR
BUTYL GLOVES	\$30.00	EACH
LATEX BOOTIES	\$4.50	PAIR
BIOHAZARDOUS BOX	\$40.00	EACH
BIOHAZARDOUS BAG	\$1.00	EACH
SHARPS CONTAINER (SMALL)	\$12.00	EACH
SHARPS CONTAINER (LARGE)	\$30.00	EACH
BIO SOLUTION	\$25.00	BOTTLE
LIQUID SPILL CONTROL (REMEDIAL SOLUTION)	\$35.00	GALLON
SHRINK WRAP	\$18.50	ROLL
PLUG-N-DIKE	\$28.00	APPLICATION
SIPHON PUMP	\$23.00	EACH
STRESS MANAGEMENT (LIQUIDS)	\$10.00	PER MAN/PER DAY

SAMPLING/TESTING/EQUIPMENT	COST	UNIT
CVA METER	\$200.00	DAY
FOUR GAS METER	\$100.00	DAY
SOIL SAMPLER (50RAM, EPA METHOD 8260)	\$45.00	EACH
MERCURY VAPOR ANALYZER	\$250.00	DAY
PH METER	\$25.00	DAY
PH PAPER	\$8.40	ROLL
HAZ-MAT TEST INDICATORS	\$50.00	TEST
OIL CLASSIFICATION KITS	\$30.00	EACH
AIR SAMPLING PUMPS	\$35.00	DAY
AIR SAMPLING TUBES	\$15.00	EACH
HAZARDOUS CLASSIFICATIONS (FIELD TESTS)	\$20.00	TEST
HAZARDOUS CATEGORY TESTS	\$30.00	TEST
GEIGER COUNTER	\$35.00	DAY
MERCURY SPILL KIT	\$220.00	EACH
DEXSIL CLOR-D-TECT 1000 HALOGEN KIT	\$20.00	EACH
DEXSIL CLOR-D-TECT Q4000 HALOGEN KIT	\$24.00	EACH
HYDROCLOR Q4000 HALOGEN KIT	\$24.00	EACH
THEF 25 MIL	\$2.75	EACH
THEF 75 MIL	\$4.00	EACH
DISPOGABLE BALERS	\$21.00	EACH
COOLWASA	\$29.00	EACH
ONE GALLON SAMPLE CAN	\$8.00	EACH
FIVE GALLON SAMPLE CAN	\$17.75	EACH
SAMPLE JARS (1LTR) EPA 2000 SERIES	\$6.25	EACH
SAMPLE JARS (1 QT) CASE 12 NON EPA	\$16.00	CASE
SAMPLE JARS (1 PINT) CASE 12 NON EPA	\$12.00	CASE
SAMPLE COOLER (SHIPPING CHARGE EXTRA)	\$32.40	EACH
DEIONIZED WATER (5 GALLONS)	\$15.00	EACH
MANIFESTS	\$1.00	EACH
LABELS	\$1.00	EACH
BOOMS/ABSORBENTS/LINERS	COST	UNIT
CONTAINMENT BOOM (18')	\$1.75	PER FT/DAY
CONTAINMENT BOOM (27' - 29')	\$2.00	PER FT/DAY
CONTAINMENT BOOM (36')	\$4.50	PER FT/DAY
3" ABSORBENT BOOM	\$105.00	PACKAGE
6" ABSORBENT BOOM	\$100.00	PACKAGE
SORBENT PADS 100CT	\$90.00	PACKAGE
SORBENT, INDUSTRIAL RUG	\$225.00	ROLL
SORBENT, ROLLS	\$125.00	ROLL
SORBENT, PADS (CHEMICAL) 100CT	\$94.50	PACKAGE
ABSORBENT, CLAY	\$15.00	BAG
ABSORBENT, ENCAPSULATING (CHEMICAL)	\$30.00	BAG
VERMICULITE	\$15.00	BAG
SHREDDED SORBENT (ACIDBASE)	\$176.00	PACKAGE
SNARE (ON ROPE)	\$65.00	PACKAGE
SNARE (BAG)	\$45.00	PACKAGE
SWEEP (OIL) 50'	\$72.00	PACKAGE
VISQUENE (ROLL)	\$75.00	ROLL
POLY BAGS	\$63.00	ROLL
LINER, DRUM (CORRUGATED)	\$16.00	EACH
LINER, DRUM (POLY)	\$5.90	EACH
LINER, DRUM (CHEMICAL RESISTANT)	\$20.00	EACH
LINER, DUMPSTER (ROLL-OFF)	\$53.00	EACH
LINER, DUMPTRUCK	\$76.50	EACH
LINER, FAST TANK	\$100.00	EACH
CAUSTIC NEUTRALIZER	\$150.00	BAG
ACID NEUTRALIZER	\$40.00	BAG
MERCURY ABSORBENT POWDER	\$94.00	BAG
MERCURY VAPOR ABSORBENT	\$25.00	BAG
SODA ASH	\$30.00	BAG

CONTAINERS	COST	UNIT
55 GAL DRUM, STEEL (17C) NEW	\$75.00	EACH
55 GAL DRUM, STEEL (17E) NEW	\$65.00	EACH
55 GAL DRUM, STEEL (17H) NEW	\$90.00	EACH
55 GAL DRUM, STEEL (17E) RECON*	\$45.00	EACH
55 GAL DRUM, STEEL (17H) RECON*	\$50.00	EACH
SALVAGE DRUM, STEEL (8 GAL) NEW	\$85.00	EACH
SALVAGE DRUM, STEEL (15 GAL) NEW	\$90.00	EACH
SALVAGE DRUM, STEEL (30 GAL) NEW	\$110.00	EACH
SALVAGE DRUM, STEEL (55 GAL) NEW	\$135.00	EACH
SALVAGE DRUM, STEEL (85 GAL) NEW	\$245.00	EACH
SALVAGE DRUM, STEEL (85 GAL) RECON*	\$175.00	EACH
SALVAGE DRUM, POLY (65 GAL) NEW	\$181.00	EACH
SALVAGE DRUM, POLY (85 GAL) NEW	\$190.00	EACH
SALVAGE DRUM, POLY (95 GAL) NEW	\$235.00	EACH
SALVAGE DRUM, POLY (85 GAL) RECON*	\$170.00	EACH
SALVAGE DRUM, POLY (95 GAL) RECON*	\$185.00	EACH
5 GALLON BUCKET	\$21.00	EACH
1-CUBIC YD NON-HAZ BOX W/LINER & COVER	\$54.00	EACH
1-CUBIC YD HAZ BOX W/LINER & COVER	\$93.00	EACH
* WHEN AVAILABLE		
PUMPS/SKIMMERS	HOUR	DAY
6" HYDRAULIC/CENTRIFUGAL	N/A	\$600.00
4" SINGLE/DOUBLE DIAPHRAGM	\$25.00	\$500.00
3" SINGLE DIAPHRAGM PUMPS	\$10.00	\$180.00
2"-5" TRANSFER PUMPS*	\$15.00	\$300.00
3" ALUMINUM DOUBLE DIAPHRAGM	N/A	\$250.00
3" STAINLESS STEEL DOUBLE DIAPHRAGM*	N/A	\$500.00
2" TEFLON/POLY DOUBLE DIAPHRAGM*	N/A	\$300.00
4" POPPIT PUMP ("Sludgemaster")	N/A	\$1,200.00
6" MASERATOR PUMP	\$55.00	\$990.00
HIGH VOLUME TRANSFER PUMP (PETRO)*	N/A	\$3,250.00
HIGH VOLUME TRANSFER PUMP (CHEMICAL)*	N/A	\$3,500.00
DIESEL PERISTALTIC PUMPS*	\$50.00	\$600.00
*ALL TRANSFER PUMPS WILL BE REBUILT (RECOMMENDED RE-BUILD KIT) AFTER EACH USE. MANUFACTURER'S GUIDELINES WILL BE FOLLOWED. REBUILD KIT; COST + 20%		
DRUM SKIMMER (36")**	N/A	\$450.00
DRUM SKIMMER (72")**	N/A	\$750.00
GT 185 SKIMMER	N/A	\$2,000.00
FOILEX SKIMMER	N/A	\$1,500.00
**PLUS COMPRESSOR (SEE ANCILLARY EQUIPMENT)		
DIESEL HYDRAULIC UNIT	\$50.00	\$900.00
PRESSURIZED LIQUID TRANSFER PUMP	N/A	\$1,000.00
HOSES	COST	UNIT
PETROLEUM (2" AND 3"), LOW PRESSURE	\$0.50	FT
CHEMICAL (2" AND 3"), LOW PRESSURE	\$1.00	FT
CHEMICAL TRANSFER	\$35.00	FT
FLEX HOSE - 6"	\$1.50	FT

COMMUNICATIONS	COST	UNIT
CELLULAR PHONES (EACH)*	\$50.00	DAY
MARINE RADIOS (EACH)	\$30.00	DAY
TWO-WAY RADIOS (NEXTEL)	\$25.00	DAY
BASE STATION W/REPEATER	\$100.00	DAY
REMOTE HARDWIRE LINES	COST + 20%	
LAPTOP COMPUTER	\$125.00	DAY
FACSIMILE MACHINE	\$15.00	DAY
DESKTOP COMPUTER (W/PRINTER & MODEM)	\$125.00	DAY
GPS	\$25.00	DAY
PHOTOGRAPHS WITH PROCESSING	\$50.00	EACH
*AIRTIME WILL BE BILLED AT COST PLUS		
BOATS*	HOUR	DAY
COMMAND VESSEL	\$95.00	\$2,280.00
LARGE WORK BOAT W/ MOTOR & TRAILER (24' -26')	\$75.00	\$1,350.00
MEDIUM WORK BOAT W/ MOTOR & TRAILER (21'-23')	\$55.00	\$850.00
SMALL WORK BOAT W/ MOTOR & TRAILER (18'-20')	N/A	\$225.00
JOHN BOAT (15 FEET AND UNDER)	N/A	\$175.00
PONTOON BOAT W/MOTOR (22'-26')	N/A	\$350.00
WAVE RUNNER (INVESTIGATION)	N/A	\$180.00
VESSELS OF OPPORTUNITY	COST + 20%	
*ALL VESSELS DO NOT INCLUDE FUEL OR OPERATOR		
OPEN OCEAN EQUIPMENT		
PRICES AVAILABLE UPON REQUEST		
HIGH SEAS BOOM (20,000')		
WEIR DISC SKIMMERS		
WEIR DISC HYDRAULIC POWER PACKS 10GPM		
MOBILE COMMAND CENTER (TRAILER)		
PORTABLE BARGES		
ROPE MOPS 4BD		
VACUUM TRANSFER PUMPS		
BELT SKIMMERS		
FASFLO SKIMMERS		
HEAVY EQUIPMENT BARGES (OPEN OCEAN)		
EQUIPMENT CARRIERS		
H.O.S.E. (HAZ. OFFLOADING SYSTEM, EMERGENCY)		
YOKOHAMA FENDER SYSTEMS		
LIGHTERING PUMPS		

NOTES TO THE PRICE LIST:

1. All daily rates are based on an eight (8) hour day, after which the applicable overtime rate will apply. Daily rates for equipment are based on calendar days.
2. There will be a per diem charge of \$125.00/man for work requiring an overnight stay for any employee.
3. All equipment and personnel are billed from portal to portal.
4. A minimum charge of four hours will be assessed for all manpower and equipment billed at an hourly rate. For manpower and equipment billed at daily rates, a charge will be assessed equal to one day.
5. The following time schedule shall be used for billing purposes for personnel billed on an hourly basis:

Straight time: 8:00 a.m. - 4:00 p.m., Monday through Friday.

Over time: all hours before 8:00 a.m. and after 4:00 p.m., and all day Saturday.
6. All work performed on federal holidays and Sundays will be billed at double time rates.
7. SWS reserves the right to charge a \$6.00 per hour, per person surcharge for all hours work performed under level "A" or level "B" protection.
8. All sub contractors used by SWS during the operation will be billed at cost plus twenty (20%) percent.
9. All equipment not listed on the current pricing schedule will be billed at cost plus twenty (20%) percent.
10. All expendables not listed on the current price schedule will be billed at cost plus twenty (20%) percent.
11. All rates are in U.S. dollars.
12. Telephone "air time" charges will be billed at cost plus twenty (20%) percent. This is for cellular and landline phones. Cellular phones and computers will be billed a maximum of ten days/month.
13. All follow-up work; permitting, meetings, consent orders, insurance meetings or any other commitment of time requested by employer or required by government, courts or other involved parties will be billed at the applicable daily rate (not less than \$500.00/day) plus transportation and per diem.
14. All additional medical monitoring required to satisfy federal, state and local regulations will be charged to the customer at cost plus 20%.
15. All equipment prices as quoted do not include operators.
16. SWS will at no time allow post emergency response negotiated rates to become retroactive.
17. All rental items, not otherwise listed (n.o.l.) will be billed at cost plus 20%.
18. SWS reserves the right to bill the client for all items and adjustments made by third party negotiators (qualified individuals, adjusters, etc.).
19. SWS reserves the right to bill for adjustments made necessary due to internal audits and quality assurance checks.
20. All projects will have a minimum of (2) hours inspection and review by a Quality Assurance Officer as requested by the Project Manager.
21. All non-domestic (outside the 48 contiguous states) work will be invoiced at 1.5 times the published service agreement rate.
22. All equipment requiring fuel will automatically carry a 7% fuel surcharge based on usage billed.

SCOPE OF SERVICES

Provide spill cleanup and disposal services for hazardous materials discharged into the waterways of the City of Naples in order to protect nearby persons, property, and the environment from the effects of a hazardous materials release. Releases can be expected to occur at vessel fueling locations, marinas, launching ramps, and anywhere within the City's waterways, including the Gordon River, Naples Bay, its tributaries and manmade canal systems, the Moorings Bay System, and the Gulf of Mexico. Releases can result from vessels sinking, grounding, beaching, catching fire, and exploding. In addition, releases can result from accidents on land that discharge into the City's stormwater management system; thus, response could involve mobilization to a stormwater retention lake, a part of the conveyance system, a stormwater lift station, or a discharge into receiving waters. Personnel from the City's Police & Emergency Services Department (PESD) are the first responders. Unless the spill or release event is of a small magnitude that can be handled rapidly they will simply provide containment until the cleanup contractor has mobilized to the scene. Because PESD has Citywide emergency response obligations, the spill cleanup contractor must commit to a response time for Naples Bay of no more than four hours from time of notification and must respond with sufficient personnel and equipment to relieve PESD personnel. In addition, the company selected will cooperate with the City in updating its emergency response plan. The cleanup contractor will operate under the direction of the City's incident commander, who will make the decisions regarding dispatch of the cleanup contractor and salvage firm, under the guidance of the City's pollutant discharge ordinance, §78-5 of the Code of Ordinances.

In order to comply with the new City Ethics Ordinance, the following language will be included in Exhibit "A," General Terms and Conditions:

37. ASSURANCES WITH REGARD TO OWNER'S EMPLOYEES

- 37.1 Company agrees not to employ or offer to employ any Elected Officer or City Managerial Employee who in any way deals with, coordinates on, or assists with, the construction services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement.
- 37.2 If Company violates the provisions of paragraph 37.1, Company shall be required to pay damages to Owner in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee from or on behalf of the Company, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from Owner, whichever is greater.
- 37.3.1 For purposes of this section, the terms "Elected Officer" shall mean any member of the City Council and "City Managerial Employee" shall mean the City Manager, Assistant City Manager, City Clerk, and any City department head or director.

38. ASSURANCES WITH REGARD TO THIRD PARTIES

- 38.1 Company agrees not to provide services for compensation to any other party other than Owner on the same subject matter, same project, or scope of services without approval from the City Council or Owner.
- 38.2 Except as otherwise provided in this Agreement, Company agrees not to disclose or use information not available to members of the general public and gained by reason of Company contractual relationship with Owner for the special gain or benefit of Company, or for the special gain or benefit of any other person or entity.

END OF EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

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