CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. RFP 011-12

Contract No. $\sqrt{2-0000}$

Project Name Laboratory Testing Services for the Utilities Department

THIS AGREEMENT (the "Agreement") is made and entered into this 7th day of March, 2012, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Florida Spectrum Environmental Services, Inc., a Florida corporation located at 1460 W. McNab Road, Ft. Lauderdale, Florida 33309.

WITNESSETH:

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

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

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

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

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

- 1.1. The Services to be performed by CONTRACTOR are generally described as laboratory testing services for the City of Naples Utilities Department, and may be more fully described in the Scope of Services attached as Exhibit A and made a part of this Agreement.
- 1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
- 1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.
- 1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

- 1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- 1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.
- 1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.
- 1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.
- 1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

- 2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (a) The scope of services to be provided and performed by the CONTRACTOR;
 - (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

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

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.
- 2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

- 3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed for a period of two years, with the City's option to renew for two one-year renewal periods. Time is of the essence with respect to the performance of this Agreement.
- 3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
- 3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.
- 3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

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

ARTICLE FIVE MAINTENANCE OF RECORDS

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

ARTICLE SIX INDEMNIFICATION

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

ARTICLE SEVEN INSURANCE

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

ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF

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

ARTICLE NINE WAIVER OF CLAIMS

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

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as Rev. 8/13/08

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

- 10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.
- 10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

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

ARTICLE TWELVE MODIFICATION

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

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

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

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

Florida Spectrum Environmental Services, Inc.

1460 W. McNab Road

Ft. Lauderdale, Florida 33309

Attention: Katherine Kutil, Account Executive

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

ARTICLE FOURTEEN MISCELLANEOUS

- 14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.
- 14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.
- 14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.
- 14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
- Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as Exhibit "D".

ARTICLE FIFTEEN APPLICABLE LAW

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

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

ATTEST:

CITY:

CITY:

CITY OF NAPLES, FLORIDA, A Municipal Corporation

By: A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt, City Attorney

CONTRACTOR: FL Spectrum Env. Services, Inc.

By: General Color of the day and year first written above.

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

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

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

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

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

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

SAMPLING RATES

Sampling Rates	Rates
Sampling Labor Rate (per hour)	\$75.00
Mileage (When applicable by special quote)	\$0.55
Compositer Rental per 24 hr day Price includes all labor for setup and next day sample pickup	\$275.00
Organic Vapor Analyzer Rental per 24 hr day	\$375.00
Bailers	\$15.00

EXPEDITED SERVICES & SPECIAL DELIVERABLES

Expedited Analytical Service	Factor x Price
Same Day, <10 Hrs (200% Surcharge)	3.00
1 Day (24 Hours) (100% Surcharge)	2.00
2 Days (48 Hours) (75% Surcharge)	1.75
3 Days (72 Hours) (50% Surcharge)	1.50
4 Days (96 Hours) (25% Surcharge)	1 25
5 - 7 Days Standard TAT	1.00

Call your personal Client Service Manager ahead of time to reserve your expedited work with a RUSH RESERVATION NUMBER

Special Reports	Price
Customer Report Format	Quoted
Electronic Deliverables	Quoted
QA/QC Summary Report including Blank, LCS Recovery, MSPK-DUP, % Recovery & RPD-Precision, Surrogates, Completeness, Acceptance Criteria as per published EPA Methodologies, QC Physical File Numbers	15% Surcharge
Quality Assurance Data Request after report	20% Surcharge

Technical Support	Price
Technician (software support, test selection, archive retrieval, etc.)	\$80.00 per Hr
Research (method development, literature search, forensic)	\$175.00 per H r
Expert Witness Testimony	\$225.00 per Hr

Metals

			SOIL, SOLIDS, OILS,	
METAL	WATER MATRIX	COST	& WASTES	COST
Aluminum (Al)	200.7/200.0		1 2010	
	200.7/ 200.8	\$10.00	6010	\$15.00
Antimony (Sb)	200.7/ 200.8	\$10.00	6010	\$15.00
Arsenic (As)	200.7/ 200.8	\$10.00	6010	\$15.00
Barium (Ba)	200.7/ 200.8	\$10.00	6010	\$15,00
Beryllium (Be)	200.7/ 200.8	\$10.00	6010	\$15.00
Bismuth (Bi)	FSE-ICP/ICP-AES	\$10,00	6010	\$34.00
Boron (B)	200.7/200.8	\$10,00	6010	\$15.00
Cadmium (Cd)	200.7/ 200.8	\$10.00	6010	\$15.00
Calcium (Ca)	200.7/ 200.8	\$10.00	6010	\$15.00
Chromium (Cr)	200.7/ 200.8	\$10.00	6010	\$15.00
Cobalt (Co)	200.7/ 200.8	\$10,00	6010	\$15.00
Copper (Cu)	200.7/ 200.8	\$10.00	6010	\$15.00
Gold (Au)	200.7/ 200.8	\$50.00	6010	\$65.00
Iron (Fe)	200.7/ 200.8	\$10.00	6010	\$15.00
Lead (Pb)	200.7/ 200.8	\$10.00	6010	\$15.00
Lithium (Li)	200.7	\$10.00	6010	\$15.00
Magnesium (Mg)	200.7/ 200.8	\$10.00	6010	\$15.00
Manganese (Mn)	200.7/ 200.8	\$10.00	6010	\$15.00
Mercury (Hg)	245.1	\$23.00	7471	\$26.00
Molybdenum (Mo)	200.7/ 200.8	\$10.00	6010	\$15.00
Nickel (Ni)	200.7/ 200.8	\$10.00	6010	\$15.00
Palladium (Pd)	200.7/ 200.8	\$50.00	6010	\$65.00
Platinum (Pt)	200.7/ 200.8	\$50.00	6010	\$65.00
Potassium (K)	200.7/ 200.8	\$10.00	6010	\$15.00
Selenium (Se)	200.7/ 200.8	\$10.00	6010	\$15.00
Silicon (Si)	200.7	\$13.00	6010	\$19.00
Silver (Ag)	200.7/ 200.8	\$10.00	6010	\$15.00
Sodium (Na)	200.7/ 200.8	\$10.00	6010	\$15.00
Strontium (Sr)	200.7/ 200.8	\$10.00	6010	\$15.00
Sulfur (Total)	200.7	\$40.00	6010	\$60.00
Thallium (TI)	200.7/ 200.8	\$10.00	6010	\$15.00
Thorium (Th)	200.8	\$10.00		NC
Tin (Sn)	200.7/ 200.8	\$10.00	6010	\$15.00
Titanium (Ti)	200.7/ 200.8	\$10.00	6010	\$15.00
Uranium (U)	200.8	\$27.00	6010	\$75.00
Vanadium (V)	200.7/ 200.8	\$10.00	6010	\$15.00
Zinc (Zn)	200.7/ 200.8	\$10.00	6010	\$15.00
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^{*}Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.

All prices include digestion/ extraction except for seawater (\$65 surcharge) & TCLP (\$50 Extraction).

Ask your Sales representative and or Client Service Manager for assistance with Special Request metals not listed above.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

INORGANIC CONSTITUENTS AND PROPERTIES

Water Soils, Soilds, Olls,				
Inorganic Constituent	Matrix	Cost	Waste Matrix	Cost
Acidity	305.1	\$22.00		-
Acids, % and Type	Combined	\$45.00	Combined	\$60.00
Alkalinity (CaCO3)	310.1	\$10.00		400,00
Asbestos (Sub)	15-550.310TEM	\$275.00	Bulk	\$100.00
Biochemical Oxygen Demand (BOD-5)	405.1	\$24.00		4.00.00
Bromide	300	\$10.00	9056	\$36,00
Bromate, Chlorate, Chlorite	300.1	\$50.00	4	133,30
BTU (Parr Bomb.) (Sub)	ASTM	\$157.00	ASTM	\$225.00
Carbon, Total Organic (TOC)	SM5310C	\$16.00	9060 (Sub)	\$68.00
CBOD	SM5210B	\$24.00	74	-
Carbon Dioxide (CO2)	310.1	\$20.00	42	
Chemical Oxygen Demand	410.4	\$12.00	1	\$42.00
Chloride	300 & SM4500	\$10.00	9056	\$36.00
Chloride in concrete			N/A	\$75.00
Chlorine, Residual	330.4	\$21.00		
Chlorine Demand	SM 2350B	\$215.00		-
Chlorophyll A	\$M10200	\$35.00		
	SM 3500-Cr B			
	(20th/21st Ed.)/UV-]	10,4000 0000	
Chromium Hexavalent (Savannah Lab)		\$25.00	7196 (Sub)	\$73.00
Coliform Fecal	SM9222D	\$20.00	•	-
Coiilorm, Total	SM9222B	\$20.00		-
Color	SM2120B	\$12.00	N/A	\$28.00
Conductivity	120.1	\$6.00	9050	2
Corrosivity (RCRA)	-	\$18.00	9040	\$18.00
Cyanide, Total	SM 4500CN-E	\$27.00	9012	\$84,00
Flashpoint (PMCC) (Ignitability)	EPA 1010	\$20.00	EPA 1010	\$20.00
Fluoride	300	\$10.00	9056	\$18.00
Gross Alpha (sub)	900.1	\$105.00	•	-
Gross Aipha (High Solids)(sub)	900.1	\$165.00	-	*
Gross Beta (sub)	900	\$105.00	•	•
Halogens, Total	325.3 (MOD)	\$80.00	FSE-TOX/TITR	\$32,00
Halogens, Organic (TOX)	325.3 (MOD)	\$80.00	5050/9056	\$32,00
Hardness, Total (calc.)	200.7	\$10,00		•
Hardness, Calcium	200.7	\$10.00		-
Hydrocarbons, SGT-HEM (TRPH)	1664A	\$38.00	FSE-OG-TRPH/GRAV	\$40.00
Hydrogen Sulfide	376.2	\$40.00	9030	\$52.00
Karl Fisher Water	•	0.0.00	D6304	\$180.00
Lab Filtration	Chicocop	\$10.00	•	-
Langalier Index	SM2330B	\$68,00	•	- •
MBAS (SURFACTANTS)	425.1/ SM5540C	\$26.00		-
Nitrate (NO3)	300 & SM4500	\$10.00	9056	\$16.00
Nitrite (NO2) Nitrogen (Ammonia)(NH3)	300 & SM4500	\$10.00	9056	\$16.00
Nitrogen (Kjedahl)(TKN)	350.1	\$12,00	350.1	\$15.00
Nitrogen (Total Organic)	351.2	\$14.00	351.2	\$14.00
Nitrogen (Total)	351.2 300 +351 Combined	\$22.00	TKN minus AMMONIA	626.00
Odor	SM2150B	\$26.00 \$10.00	TKN + Total nitrate-nitrite	\$26.00
Oil & Grease, HEM	1664A	\$38.00	9071	\$40.00
Oxygen Dissolved	360.1	\$21.00	30/1	\$40.00
Paint Filter Liquids Test	300.1	\$21.00	9095	\$52.00
Percent Solids	S160.3	\$10.00	SM2540G	\$52.00
Percent Liquids	3100.3	310.00	S160.3	\$10.00
Percent Water	-	-	Karl Fischer	\$12.00
рН	150.1	\$6.00	9040	\$180.00
Phenois	420 2/420 4			\$8.00
i rigitala	440 EHEU 4	\$20.00	9066	\$26.00

INORGANIC CONSTITUENTS AND PROPERTIES

Inorganic Constituent	Water Matrix	Cost	Soils, Solids, Oils, Waste Matrix	Cost
Phosphorus, O-	300/365.1/365.2	\$10.00	9056	
Phosphorus, Total	365.4	\$15.00	365.4	
Phosphorus, Total (low level)	365.1	\$20.00	•	
Radium 226 (sub)	903	\$160.00		
Radium 228 (sub)	904	\$160.00	1.0	
Reactivity (SW846)	40 CFR 261.23	\$140.00	40 CFR 261,23	\$157.00
Residue, Total Filterable (TDS)	160.1/ SM2540C	\$10.00	(*)	
Residue, Non-Filterable (TSS)	160.2/ SM2540D	\$10.00		
Residue, Total	160.3	\$10.00	SM2540G	\$21.00
Residue, Volatile	SM2540E/G	\$18.00		-
Sallnity	SM210B	\$21.00		
Silica	370.1	\$12.00		
Specific Gravity (Density)	SM213E	\$9.00	SM213E	\$10.00
Sulfate (SO4)	300 & SM4500	\$10.00	9056	\$25.00
Sulfide	376.1/376.2/ SM4500-S F	\$18.00	9030	\$130.00
Temperature	170.1	\$7.00		
Turbidity	180.1	\$9.00		-
UV254	SM5910B	\$60.00	-	
Viscosity (Single Temperature)	ASTM D88	\$73.50	ASTM D88	\$78.00

^{&#}x27;Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.

All prices include digestion/extraction except for seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metals in soil matrix price). Ask your Sales representative and or Client Service Manager for assistance with special request Methods not listed.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

Organic Analysis (GC-GC/MS)

	Drinking		Non-Potable		Solls, Soll	ds, Olls,	1	
Methodology	Water	Cost	Water	Cost	& Waste	Matrix	1 6	Cost
Purgeable Halocarbons		-	8260 VOH	\$46,00	8260 \	/OH	\$4	18.00
Purgeable Aromatics + MTBE			8260 VOA	\$40.00	8260 VQA		8260 VOA \$45.0	
Purgeable Organics + MTBE	524.2	\$85.00	624/8260 Full	405.50	1			
by GC/MS	524.2	\$85.00	624/8260 Full	\$85.00	8260	Full	\$9	90.00
				1				
THMs Only	524.2	\$45.00		\$45.00			1	
			1				l	
Library Search	-	-	8260LS	\$100.00	8260	LS	\$10	00.00
EDB, DBCP	504.1	\$42.00	8011	\$42.00	801		+	4.00
Organochlorine Pesticides	508	\$90.00	608	\$90.00	808			5.00
PCBs (Only)	508A	\$45.00	608	\$45.00	808	2	\$5	0.00
Nitrogen, Phosphorus & Triazine Pesticides	507	\$178.00	619	\$178.00	1		<u> </u>	
Organophosporus Pesticides			614 (8270)	\$95.00	8141 (8	270)	\$10	00.00
Chlorophenoxy Herbicides	515.t	\$110.00	615	\$110.00	815		_	20.00
Carbamate Pesticides	531.1	\$105.00			831		-	5.00
Glyphosate	547	\$90.00					4	
Endothall	548	\$110.00	-		 		†	-
Diquat/Paraquat	549	\$157.00						
Acrylamide	8316	\$300.00			8316	à	\$	300.00
Epichlorohydrin	8260	\$100.00			826			100.00
Haloacetic Nitriles (HAN's)	551.1	\$95.00					<u> </u>	
Haloacetic Acids (HAA's)	552.2	\$105.00		-	 			-
Florida-Petroleum								
Residual Organics	•	-	FL-PRO	\$60.00	FL-PF	RO	\$6	5.00
Phenois	-		604** (8270)	\$70.00	8040** (8	3270)	\$8	0.00
Benzidines			605** (8270)	\$70.00	8050** (8			0.00
Phthalate Esters			606** (8270)	\$70.00	8060** (8		-	0.00
Nilrosamines			607** (8270)	\$70.00	8070** (8			0.00
Nitroaromatics & isophorone	- 2		609** (8270)	\$70.00	8090** (8			0.00
Polynuclear Aromatic					—			
Hydrocarbons (PAH)		-	610** (8270)	\$70.00	8310** (8	3270)	\$8	0.00
Haloethers	*		611** (8270)	\$70.00	8110** (8	3270)	\$8	0.00
Chiorinated								
Hydrocarbons		•	612** (8270)	\$70.00	8120** (8	3270}	\$80	0.00
Semi-Volatile Extractable		0.175.05		4.70				
Compounds	525	\$175.00	625/8270 Fuli	\$175.00	8270 F	iuil	\$19	5.00
Library Search	12		8270LS	\$100.00	82701	.s	\$10	0.00
				Drinking	Non-Potable	Solla, S		
Methodology					Water Cost	& Waste		
	C5-C40 Specification derived from PAH, PRO & Volatile Organic Compound Data							
Speciation of Hydrocarbons				\$441.00 \$		72.00		
Petroleum Fingerprint		8015H-Modi		\$220.00	\$220.00	\$2	20.00	
Caffeine in Surface &	• • • • • • • • • • • • • • • • • • • •	SOP 2004-0-						
Groundwater (NEW)	Special R		eloped Method	\$315.00	\$315.00	\$3	15.00	

^{*}Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.

^{**}Florida Environmental normally uses EPA 625/8270 method to analyze for rare "600 & 8000 series" methods.

All prices include digestion/extraction except for... Seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metal in soil matrix price). Ask you Sales Rep. and/or Client Services Manager for assistance with special request Methods not listed above.

COMMONLY REQUESTED PROFILES

Designate profile name on chain of custody for best pricing and convenience.

		Cost of	Analysis
Package Name	Description of Package	Water	Soil
RCRA 8 Metals	Ag, As, Ba, Cd, Cr, Hg, Pb, Se	\$93.00	\$131.00
Priority Pollutant Metals	Sb. As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn	\$143.00	\$206.00
ECR II Profile	Chloride, Total Hardness, pH, Conductivity, Nitrate	\$84.00	_
V.A./F.H.A/H.U.D.	Color, Ca, Fe, TDS		
Water Potability Profile	pH, TDS, Hardness, Turbidity, Cu, Pb, Fe, As NO3, FL-, Coliform, NO2, Cl, Br, ophosphate, sulfate	\$165.00	=
Dade Non-Community Drinking Water Profile	Color, pH, As, Cd, Cu, Cr, Pb, Hg, Se, Ag, TDS, Odor, Ba, Fe, Mn, Na, Zn, CN-, Fl-, SO4, Phenols, MBAS, NO3, Turbidity, CL-EPA 504, 508, 515, 524.2, 525	\$805.00	-
TAL List-Inorganics/Metals	Al, Sb, As, Ba, Be, Cd,Ca, Cr, Co, Cu, Fe, Mg, Mn, Hg, Ni, k, Se, Na, Tl, V, Zn, CN-, Ag, Sn, S, % Solids	\$310.00	\$320,00
TCL List Organics	EPA 8260, 8270, 8081/8082	\$350.00	\$380.00
40 CFR 258 Appendix I Metals	Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, NI, Se, Ag, Tl, V, Zn	\$150.00	\$225.00
40 CFR 258 Appendix I Volatiles	EPA 8260 w/ Extended List, 8011	\$127.00	\$184.00
40 CFR 258 Appendix il Metals/ Inorganics	As, 8e, Cd, Cr, Pb, Hg, Ni, Se, Zn, Ag, Sb, Cu, Tl, Ba, Co, Sn, V, CN-, S	\$250.00	\$410.00
40 CFR 258 Appendix II Organics	EPA 8260 w/ extended list, EPA 8270 w/extended list, EPA 8081, 8141, 8151	\$555.00	\$600.00
THM Formation Potential	Includes THMs	\$245.00	_

BASIC FLORIDA DISPOSAL PACKAGES

Disposal Package Name	Distribution of Package	EPA/Standard Test Methods	Cost of Analysis
Basic Fingerprint	Flashpoint, pH, %Solids, Specific Gravity oil & Grease, Color, Odor	1010, 9045, S160.3, SM213E, 9071, 140.1	\$126.00
Standard Incineration Profile*	Total (Cd, Pb, As, Cr, Hg, Se, Ba, Ni, Ag) TCLP Purgeable Halocarbons & Aromatics %Solids, PRO, Halogens, BTU	6010, 7471, 8260, S1160.3 PRO, 5050/9253, PARR	\$618.00
Standard Landfill Profile	TCLP (Cd, Pb, As, Cr, Hg, Se, Ba, NI, Ag) TCLP Purgeable Halocarbons & Aromatics pH. %Solids, FlashpoinI, FL-PRO, Odor, Color, Specific Gravity	1311/(6010/7471/8260). 140.1, 9045, S160.3, 1010 SM213E, PRO	\$487.00

^{*}In the case of Used Oils, profile will need to include PCB's at an additional charge of \$50.00 per sample.

AIR MONITORING (TEDLARBAG)

Analysis	Analysis Description of Analysis			
TO-14 (MOD)	Aromatics + Halocarbons	\$263,00		
TO-18	Aromatics only	\$116.00		

UST, REMEDIATION, DISPOSAL, & SLUDGE PACKAGES

Designate profile name on chain of custody for best pricing and convenience

Package Name	Description of Package	Test Methods	Cost \$183.00	
62-713 Petroleum Contaminated	Volatile Halocarbons, As, Cd, Cr, Pb, FLPRO, %Solids,	8260 VOH, FL-PRO, 6010B. 5050/9056		
PRE Treatment	TOX (added when oil is of concern) + \$32.00		\$215,00	
62-713 Non-Petroleum Contaminated PRE Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %Solids	8260, 8270, 8081, 6010B 7471	\$521.00	
62-713 Petroleum Contaminated POST Treatment	Volatile Aromatic, FL-PRO, As, Cd Cr, Pb, Polynuclear Aromatic Hydrocarbons, % Solids	8260 VOA, FL-PRO, 8270 PAH, 6010B	\$260.00	
62-713 Non-Petroleum Contaminated POST Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %solids	8260, 8270, 8081, 6010B, 7471	\$521,00	
TABLE B 62-770:*	WATER: Pb, FL-PRO, EDB, Volatile Aromatics and Halocarbons, MTBE, PAH	w: Lead, FL-PRO, 504.1 8260 VOA/VOH, 8270 PAH		
Gas & Kerosene Group	SOIL: FL-PRO, Volatile Aromatics, PAHs, %Solids	S: 8260 VOA, 8270 PAH, FL-PRO. Tsolids	\$200,00	
TABLE C 62-770:* Used Oil Group	As. Cd. Cr. Pb, Priority Pollutant Volatiles, Priority Pollutant Semi-Volatiles, PCB's, FL-PRO, Non-Priority	W: 200.7, 8260, 8270, 8082, FL-PRO, Library search. S: 6010, 8260, 8270, 8082.	\$505.00	
	Pollutant Organics > 10.00 (waters only), %Solids (soils only)	FL-PRO, TCLP RCRA 4 Metals	\$460.00	
		(if needed per table C)	\$510.00	
TABLE D 62-770.*	WATER: VOA, VOH, PAH, EDB, As,Cd, Cr, Pb, FL-PRO, CL- SO4, TDS	W: 8260, 8270, 8011, 200 series, FL-PRO, 300, 160.1	\$288.00	
Petroleum 376 301 Group	SOIL: VOA, VOH, PAH, FL-PRO, As, Cd, Cr, Pb %Solids	S: 8260, 8270, 7000 or 6010 series, FL-PRO	\$308.00	
CFR 122, App. D	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn, Cyanide, Phenols, Volatile Organics,	W: 200 Series, 335.3, 420.2 8260, 8270, 8081	\$540.00	
Priority Pollutants	Semi-Volatile Organics, Pesticides & PCBs, % Solids	S: 6010, 9012, 9065, 8260, 8270, 8081/8082	\$706.00	
CFR 266.40 Waste Oil, Energy Recovery Profile (with Florida extras)	As, Cd, Cr, Pb, Hg, Flashpoint, Halogens, pH, % Solids	6010.7471, 1010, 5050/9056, 9045	\$156.00	
Statue 503 Sludge Analysis	%Solids, Nilrogen, Phosphorus, As, Cd, Cr, Cu Pb, Hg, Mo, Ni, K, Se, Zn, pH	160.3, 6010, 747t, 9045 expressed as dry weight	\$235.00	
RINKER (CEMEX) Pre-burn Parameters	As, Cd, Cr, Pb, Hg, Se, Ag, Ba, VOA, VOH FL-PRO, Total Organic Halogens, %Solids	6010, 7471, 8260, FL PRO, 5050/9056	\$331.00	
	For "Non-Virgin" add PCB	8082	\$381.00	
DERM Clean Backfill Criteria	TCLP (As, Ba, Cd, Cr, Pb, Hg, Se, Ag, Ni, Cu,) VOA, VOH, PAH's, PRO, Oil & Grease, % Solids	1311/6010/7471, 8260LL 8270, PRO, 9071	\$499.00	

In the case of Used Oils, profile will need to include PCBs at an additional charge of \$50.00 per sample.

TCLP/SPLP ANALYSIS AND PRICING

EPA Hazardous Waste No.	Contaminant	Chemical Abstracts Service Number	Regulatory Level (MG/L)	Method of Analysis			
D004	Arsenic	7440-38-2	5.0	1311/1312-6010			
D005	Barium	7440-39-3	100.0	1311/1312-6010			
D006	Cadmium	7440-43-9	1.0	1311/1312-6010			
D007	Chromium	7440-47-3	5.0	1311/1312-6010			
D008	Lead	7439-92-1	5.0	1311/1312-6010			
D009	Mercury	7439-97-6	0.2	1311/1312-7471			
D010	Selenium	7782-49-2	1.0	1311/1312-6010			
D011	Silver	7440-22-4	5.0	1311/1312-6010			
D018	Benzene	71-43-2	0.5	1311/1312-8260			
D019	Carbon Tetrachloride	56-23-5	0.5	1311/1312-8260			
D021	Chiorobenzene	109-90-7	100.0	1311/1312-8260			
D022	Chloroform	67-66-3	6.0	1311/1312-8260			
D022	1,4-Dichlorobenzene	106-46-7	7.5	1311/1312-8260			
D027	1,2-Dicholoroethane	107-06-2	0.5	1311/1312-8260			
D028	1,1-Dichloroethylene	75-35-4	0.7	1311/1312-8260			
D029	Methyl Ethyl Ketone	78-9393	200.0	1311/1312-8260			
D035	Tetrachlorethylene	127-18-4	0.7	1311/1312-8260			
D039	Trichloroethylene	79-01-6	0.5	1311/1312-8260			
D040	Vinyl Chloride	75-01-4	0.2	1311/1312-8260			
D043	Chlordane	57-75-9	0.03	1311/1312-8270			
D020	0-Cresol	95-48-7	200.0	1311/1312-8270			
D023	m-Cresol	108-39-4	200.0	1311/1312-8270			
D024	p-Cresol	106-44-5	200.0	1311/1312-8270			
D025	Cresol	100 44 5	200.0	1311/1312-8270			
D030	2,4-Dintrotulene	121-14-2	0.13	1311/1312-8270			
D012	Endrin	72-20-8	0.02	1311/1312-8270			
D031	Heptachlor	76-44-8	0.008	1311/1312-8270			
D032	Hexachlorobenzene	118-74-1	0.13	1311/1312-8270			
D033	Hexachiorobutadiene	87-68-3	0.5	1311/1312-8270			
D034	Hexachloroethane	67-72-1	3.0	1311/1312-8270			
D013	Lindane	58-89-9	0.4	1311/1312-8270			
D014	Methoxychlor	72-43-5	10.0	1311/1312-8270			
D036	Nitrobenzene	98-95-3	2.0	1311/1312-8270			
D037	Pentachlorophenol	87-86-5	100.0	1311/1312-8270			
D038	Pyridine	110-86-1	5.0	1311/1312-8270			
D015	Toxaphene	8001-35-2	0.5	1311/1312-8270			
D041	2,4,5-trichlorophenol	95-95-4	400.0	1311/1312-8270			
D042	2,4,6,-trichlorophenol	88-06-02	2.0	1311/1312-8270			
D016	2,4-D	94-75-7	10.0	1311/1312-8151/8270			
D017	2,4,5-TP(silvex)	93-72-1	1.0	1311/1312-8151/8270			

FULL TCLP or SPLP: \$681.00

INDIVIDUAL PRICING: TCLP or SPLP Extraction (one-time Charge Only) \$50.00

Metals(8-RCRA) \$131.00 Volatiles(8260) \$90.00 Semi-volatiles(8270) \$195.00

Herbicides(8151) \$120.00 Pesticides (8081) \$95.00

DRINKING WATER 62-550 PRICING

(based on DEP Reporting Format 62-550.730 Revised January 2004)

Regulation	Description	Cost		
62-550.310 (1)	Inorganic Contaminants*	\$170.00		
62-550.320	Secondary Contaminants	\$145.00		
62.550.310 (3)	Disinfection By-Products	\$200.00		
62.550.310 (6)	Radionuclides	\$315.00		
62-550.310 (4)(a)	Volatile Organics	\$85.00		
62-550.310 (4)(b)	Synthetic Organics**	\$879.00		
Complete 62-550	Florida DEP SAFE DW			
PACKAGE-waivers	Reporting Format #62-550.730(rev. 1/04)	\$1,794.00		

^{*}A statewide waiver explains only those systems with known asbestos containing pipes or components are required to monitor ASBESTOS. If required for your facility, Asbestos by TEM......\$275.00{subcontract}

MICROBIOLOGICAL & LAB PURE WATER TESTING

Any Microbiological samples dropped off, picked up or sampled on a Friday or day before a Holiday will be subject to a Weekend Charge of \$75.00.

Microbiologicals							
Analysis	Method	Cost					
Microbial Identification (speciation)	SM9211	\$110.00					
Biofilm Organisms	SM9211	\$157.00					
Total Coliform/ E.Coli	SM9223B	\$20.00					
Total Coliform	SM9222B	\$20.00					
Fecal Coliform	SM9222D	\$20.00					
E.coli (sludge)	EPA 1103.1	\$68.00					
E.coli P/A	SM9221F	\$48.00					
Fecal Streptococci	SM9230C	\$20.00					
Enterococci	EPA1600	\$25.00					
Pseudomonas	SM9213E	\$65.00					
Staphylococci	SM9213B	\$65.00					
Salmonella	SM9260B	\$65.00					
Yeast & Mold	SM9610	\$80.00					
MPN Fecal & Sludge	SM9222D	\$70.00					
Bacteriological Quality DI Water	SM9020	\$325.00					
Student's T	SM9020	\$325.00					
Coliphage Virus	SM9211D	\$85.00					
Iron Reducing Bacteria	SM9240	\$55.00					
Sulfur Reducing Bacteria	SM9240	\$55.00					
Microscopic Examination (Micro ID)	SM9211	\$80.00					
Total Plate Count* (Heterotrophic)	SM9215	\$30.00					
Mold	SM9610	\$80.00					
Laboratory Pure Water							
Analysis	Method	Cost					
A. Water Suitability Test	SM9020	\$325.00					
B. Trace Metals	200.7	\$115.00					

^{**} A Stalewide waiver explains DIOXIN only needs to tested in the public water systems whose source is "under direct influence of surface water" or ground water wells located within 1.6 km (1.0 mile) of a potential dioxin source. If required for facility, Dioxin by EPA Method 1613 (TCDD Only)........\$550.00 (subcontracted)

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

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

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is	the <u>CEC</u>	<u> </u>	Florida	Spectrum	Environmental	Services,	Inc.,	and	hereby
certifies to the follow	ing:								

- 1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.
- 2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.
- 3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.
- 4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.
- 5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.
- 6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.
- 7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 22 day of February, 2012.

By:_

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Broward
SWORN TO AND SUBSCRIBED before me this 22 day of February, The Affiant, Geal Wolff, is [personally known to me or [] has produced as identification, which is current or has been issued within the past five years and bars a serial number of other identifying number.
NOTARY PUBLIC - STATE OF Florida Commission Number: EE 048826 My Commission Expires: 01/10/15 (Notary Seal)
MY COMMISSION # EE 048826 EXPIRES: January 10, 2015 Bonded Thru Notary Public Underwriters

543759 v_01 \ 016763.0001 REV. 12-27-07 RDP



Member of Liberty Mutual Group

Rated A (Exceilent) by A.M. Best Company

summitholdings.com

CERTIFICATE OF INSURANCE

RE: 0196-10680

ISSUED TO: The City of Naples

735 Eighth Street South

Naples, FL 34102

Producer: Alan S. Williams

Company: Bernard Williams & Co. LLC

Address: 6001 Chatham Center Dr.,

Suite 100

Savannah, GA 31405

Phone: (912) 234-4476

This is to certify that Florida Spectrum Environmental Services, Inc., 1460 W Mcnab Rd Fort Lauderdale, FL 33309-1122, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Casualty Insurance Company.

POLICY NUMBER:

0196-10680

Statutory Limits -- State of Florida, Georgia

Employers Liability

EFFECTIVE DATE:

November 01, 2011

500,000 (Each Accident)

500,000 (Disease-Each Employee)

EXPIRATION DATE: November 01, 2012

500,000 (Disease--Policy Limit)

REMARKS: "Blanket Waiver of Subrogation Applies"

Job: Bid/Proposal # RFP 011-12

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

Southwest Region

Alabama, Arkansas. Louisiana, Mississippi P.O. Box 80439 • Baton Rouge, LA 70898-0439 (225) 926-3264 • 1-800-421-2944 Fax (225) 926-4102

Corporate Office

Florida P.O. Box 988 • Lakeland, FL 33802-0988 (863) 665-6060 • 1-800-282-7648 Fax (863) 666-1958

Southeast Region

Date: February 17, 2012

Georgia, Kentucky, North Carolina, South Carolina, Tennessee P.O. Box 600 • Gainesville, GA 30503-0600 (678) 450-5825 • 1-800-971-2667 Fax (770) 531-1349

WC 00 03 13 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Blanket Waiver of Subrogation Applies"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned by:

Date Prepared: February 17, 2012

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: November 01, 2011

Insured: Florida Spectrum Environmental Services, Inc.

WC 00 03 13 (Ed. 4-84)

Policy Number: 0196-10680

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MINUDD/YYYY) 02/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in ileu of such endorsement(s). CONTACT Grace Swaby-Smith NAME: PHONE IAIC No. Extl: 954-739-9339 E-404L ADDRESS: Grace Swaby-Smith Insurance Agency 3007 W Commercial Blvd, Suite 205 (AC, No): 954-735-9986 Ft Lauderdale, FL 33309-8510 4 INSURER(8) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 2517 2517B INSURED Florida Spectrum Environmental Services, Inc. INSURER B: 1460 W. McNab Road INSURER C: INSURER D: Fort Lauderdale, FL 33309-1122 INSURER E : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUB POLICY EFF POLICY EXP POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY PRO AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) Υ 145 1371-A03-59Y 01/03/2012 07/03/2012 \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) 166 8728-A01-59X 01/01/2012 07/01/2012 SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY INJURY (Per academi) 270 6704-A03-59K 01/03/2012 07/03/2012 X HIRED AUTOS PROPERTY DAMAGE (Per accident) 429 8711-A01-59J 01/01/2012 07/01/2012 UMBRELLA LIAR OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED 1 RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICE/MEMBER EXCLUDED? WC STATU-E.L EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ f ves. describe under ESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 01/01/2012 07/01/2012 616 4009-A01-59X 645 6159-A01-59.1 01/01/2012 07/01/2012 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Bid/Proposal No. RFP 011-12 CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE The City of Naples THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 735 Eighth Street South Naples, Florida 34102 **AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

02/17/2012

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NAME: Grace Swaby-Smi
PHOME
(A/C No. Ext): 954-739-9339
E-4441,
ADDRESS: Grace Swaby-Smith 3007 W Commercial Blvd, Suite 205 FAX (A/C, Nol: 954-735-9986 Ft. Lauderdale, FL 33309-8510 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 2517 25178 INSURED Florida Spectrum Environmental Services, Inc. INSURER 8: 1460 W. McNab Road INSURER C: Fort Lauderdale, FL 33309-1122 INSURER D: INSURER E : COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIT PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG POLICY PRO-AUTOMOBILE LIABILITY OMBINED SINGLE LIMIT 894 7039-A01-59D 01/01/2012 07/01/2012 (Ea accident) s 1,000,000 ANY AUTO BODILY INJURY (Per person) 960 6801-A01-59A 01/01/2012 07/01/2012 SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED × BODILY INJURY (Per accident) HIRED AUTOS PROPERTY DAMAGE (Per accident) UMBRELLA LIAR OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE OED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid Proposal No. RFP 011-12

CERTIFICATE HOLDER	CANCELLATION
The City of Naples 735 Eighth Street South Naples, Florida 34102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ROBERTSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2012

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	ODUCER			CONTACT NAME:					
Insurance Office of America - JAX 1 Sleiman Parkway				PHONE [A/C, No, Ext): (904) 448-9777 FAX [A/C, No]: (904) 448-9788) 448-9788
Su	ite 130			E-MAIL ADDRESS:					
Jai	cksonville, FL 32216				IN	SURER(S) AFF	ORDING COVERAGE		NAIC #
				INSURER A :	ludso	n Specialty	Ins Co		37079
INS	SURED			INSURER B :					
	Florida Spectrum Environm	ental Se	rvices Inc	INSURER C :					
	1460 West McNab Road		111000, 11101	INSURER D :					
	Fort Lauderdale, FL 33309			INSURER E :					
				INSURER F:					
			E NUMBER:				REVISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN	MENT, TERM OR CONDITION I THE INSURANCE AFFOR	ON OF ANY C	ONTRA	CT OR OTHE	R DOCUMENT WITH RESP	COT TO	O MARIJOUR TRUIC
INSF	TYPE OF INSURANCE	ADDL SUB	R			POLICY EXP			-
	GENERAL LIABILITY	INSR WVI	POLICY NUMBER	(MM/E	DAYYYY	(MM/DD/YYYY			4 000 000
Α	X COMMERCIAL GENERAL LIABILITY		ESB-1685-10-11-03	2/2/	/2011	2/24/2012	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
• •	CLAIMS-MADE X OCCUR		200-1000-10-11-00	212.	WZU11	212412012	PREMISES (Ea occurrence)	\$	50,000
	CONTROL X GCCOR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$	1,000,000
	PRO.						PRODUCTS - COMP/OP AGG	\$	1,000,000
	POLICY JECT LOC						COMBINED SINGLE LIMIT	\$	
	ANY AUTO	İ					(Ea accident)	\$	
	ALL OWNED SCHEDULED						BODILY INJURY (Per person)	S	
	AUTOS AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE		
	HIRED AUTOS AUTOS						(Per accident)	\$	
	UMBRELLA LIAB							\$	
	- CCCOR						EACH OCCURRENCE	\$	
	CEAINGANADE						AGGREGATE	5	
	DED RETENTION \$ WORKERS COMPENSATION						WC STATU- OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						WC STATU- TORY LIMITS ER		
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE		
A	DÉSCRIPTION OF OPERATIONS below Professional		ECD 4005 40 44 02	0/04	0044	0/04/0040	E.L. DISEASE - POLICY LIMIT	\$	
•	Pollution				2011				1,000,000
•	rondion		ESB-1685-10-11-03	2/24/2011		2/24/2012	Each Condition		1,000,000
ne ont	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL City of Naples and their Engineers are n ract. Perages are primary and non-contributory Proposal No. RFP 011-12	amed as	Additional Insured with res	Schedule, if more spects to the	space is compre	required) hensive Gen	eral Liability policy as red	quired	by written
Œ	RTIFICATE HOLDER			CANCELLA	TION				
				SHOULD AI	NY OF T	DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL Y PROVISIONS.		
The City of Naples 735 Eight Street South Naples. FL 34102				AUTHORIZED REPRESENTATIVE					