

**February 14, 2014**  
MINUTES OF THE BOARD OF DIRECTORS OF  
RIVIERA DUNES MASTER ASSOCIATION, INC.,  
A FLORIDA CORPORATION NOT FOR PROFIT

The meeting of the Board of Directors of the Riviera Dunes Master Association, Inc., A Florida Corporation Not for Profit, was held at Laguna at Riviera Dunes Condominium Clubhouse, Palmetto, Florida 34221 on February 14, 2014 at 9:30 P.M.

The meeting was called to order by Coby Gaulien, President, who chaired the meeting. Julie Conway, of C & S Condominium Management Services, Inc., kept the record of the meeting.

It was announced that notice of the meeting was properly made to all parties and notice was properly posted. Directors present at the meeting were:

Coby Gaulien,	President
Rick Barber,	Vice President
Becky Moreland,	Secretary
Thurston Freeman,	Director
Dave Rich,	Director

Constituting a quorum of the authorized number of Directors of the Riviera Dunes Master Association, Inc. Also present, representing C&S Condominium Management Services, Inc. was:

Julie Conway, CAM

The minutes of the past Director's meeting were previously distributed to all directors. A motion was duly made by Rick Barber and seconded to approve the minutes as corrected. The motion passed. In favor: Coby Gaulien, Rick Barber, Becky Moreland, Thurston Freeman and Dave Rich. Opposed: None.

The Treasurer report was distributed to all directors. A motion was duly made by Rick Barber and seconded to approve the financial report as presented. The motion passed. In favor: Coby Gaulien, Rick Barber, Becky Moreland, Thurston Freeman and Dave Rich. Opposed: None.

Old Business:

- A. New Directional Sign Update- Rick reported that he has received 2 out of the 3 proposals for the new directional signs. Discussion was held that the Master Association would order the new slats for the directional signs and invoice each parcel for their section of the sign. Rick would like to go ahead and contact Gina Sedillo to obtain permission to construct the new signs upon his property. A motion was duly made by Rick Barber and seconded to approve up to \$10,000 for the new directional signs. The motion passed. In favor: Coby Gaulien, Rick Barber, Becky Moreland, Thurston Freeman and Dave Rich. Opposed: None.
- B. Sign Dispute- Coby updated the Board that he has been in contact with the Association attorney regarding the ongoing dispute with the sign vendor. Coby will update the Board as he knows more information.
- C. Sign Policy- A motion was duly made by Thurston Freeman and seconded to approve the new Temporary Sign Policy. The motion passed. In favor: Coby Gaulien, Rick Barber, Becky Moreland, Thurston Freeman and Dave Rich. Opposed: None. The Board would like to notify all parcel owners of the new policy as soon as the few corrections have been made and to remind them that the new policy will be strictly enforced.

New Business:

- A. Harbor Emergency Contact-Coby discussed the proposal received from SWS Environmental Services for emergency spills, etc. in the harbor. A motion was duly made by Rick Barber and seconded to approve the proposal from SWS Environmental Services. The motion passed. In favor: Coby Gaulien, Becky Moreland, Rick Barber, Thurston Freeman and Dave Rich. Opposed: None.
- B. Annual Meeting- Coby discussed that the annual meeting will be held Friday April 4, 2014. Bel mare volunteered to hold the meeting in one of their conference rooms.

No further business coming before the meeting, upon motion duly made, seconded and carried, the meeting adjourned.

Respectfully submitted,

  
Julie Conway, CAM  
C&S Condominium Management Services, Inc.

Association Secretary  
MIN 02.14.14



## **EMERGENCY RESPONSE AGREEMENT**

**Prepared For:**

**Riviera Dunes Marina Resort  
102 Riviera Dunes Way  
Palmetto, FL 34221**

**April 2012**

**Corporate Office:  
SWS Environmental Services  
600 Grand Panama Blvd., Suite 200  
Panama City Beach, Florida 32407  
(850) 234-8428**

**24-Hour Emergency Response  
1-877-742-4215**

## EMERGENCY RESPONSE AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2012 by and between \_\_\_\_\_ a \_\_\_\_\_ with a place of business at \_\_\_\_\_, (hereinafter "Customer") and Progressive Environmental Services, Inc., d/b/a SWS Environmental Services, a Delaware corporation with a place of business at 600 Grand Panama Blvd, Suite 200, Panama City Beach, FL 32407 (hereinafter "SWS") (collectively referred to as "Parties").

**WHEREAS**, SWS is engaged in the business of providing environmental services, including emergency response services; and

**WHEREAS**, Customer desires to engage SWS to provide emergency response services; and

**WHEREAS**, Customer and SWS desire to establish the terms and conditions pursuant to which emergency response services will be provided.

**NOW, THEREFORE**, in consideration of the mutual agreements, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and SWS, intending to be legally bound, the Parties agree as follows:

### **ARTICLE 1**      **Purpose**

- 1.1 This Agreement establishes the terms and conditions pursuant to which SWS may furnish Customer with emergency response services as such term is defined below.
- 1.2 This Agreement shall not obligate Customer to purchase emergency response services from SWS, nor shall it obligate SWS to provide emergency response services, but shall govern all orders or requests for such services issued by Customer and which are accepted by SWS. SWS will use its best efforts to respond to orders or requests from Customer for emergency response services.

### **ARTICLE 2**      **Term**

- 2.1 This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter, provided, however, that either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.
- 2.2 In the event of any termination of this Agreement, Customer shall be responsible for (a) payment to SWS for all work completed through the date of termination; (b) all materials purchased by SWS for the Customer; (c) all administrative costs associated with the termination of this Agreement; and (d) reasonable demobilization fees.

### **ARTICLE 3      Services**

- 3.1      The emergency response services to be provided by SWS (hereinafter individually or collectively referred to as “Services”) include, but are not limited to the following:
- Response to emergency situations including, but not limited to, releases of oil and/or hazardous materials;
  - Containment;
  - Recovery of and, as applicable, repackaging and removal of materials;
  - Site evaluation, decontamination, remediation and restoration;
  - Technical services, including sampling and laboratory analyses;
  - Transportation, proper handling and disposal of wastes;
  - Standby of personnel and equipment in anticipation of activation; and
  - Emergency response training and mock spill deployments.
- 3.2      The attached rate sheet presents the applicable charges (the “Rates”) for the Services.

### **ARTICLE 4      Waste Materials**

- 4.1      Customer shall provide SWS a waste profile sheet or a similar document provided by SWS which accurately and completely describes the waste and its characteristics (the “Waste Profile”). Upon approval of the Waste Profile by SWS, the Waste Profile shall be incorporated into and become a part of this Agreement.
- 4.2      The treatment, storage and disposal facility (“TSDF”) to which the waste materials are to be transported shall be designated by the Customer to SWS in writing on a Special Waste Handling Agreement form, a copy of which is attached hereto. The Special Waste Handling Agreement may also direct SWS to sign hazardous waste manifests and/or bills of lading (collectively “Shipping Documents”) on behalf of Customer. Once the Special Waste Handling Agreement is signed by Customer, it shall be incorporated into and become a part of this Agreement.
- 4.3      Notwithstanding SWS assisting the Customer with qualifying and/or choosing a TSDF and/or signing Shipping Documents on behalf of Customer, SWS shall not be deemed to be the “generator,” “arranger,” “transporter” or “disposer,” as such terms are defined in applicable federal and state laws and regulations governing the disposal of wastes. Customer shall defend, indemnify and hold harmless SWS in the event that SWS is charged with being a “generator,” an “arranger,” a “transporter” or a “disposer”.
- 4.4      Title, risk of loss and all other incidents of ownership of the waste materials shall remain with the Customer until such time as the waste materials are accepted by and transferred to the designated TSDF. In the event that the TSDF rejects the waste materials because (a) the waste materials are improperly packaged or labeled; or (b) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile and which increase the costs of disposal or increase the risk of hazard to human health and the environment by the acceptance, handling and/or disposal of the waste materials; or (c) the designated TSDF is not permitted to dispose of waste materials with

such previously undisclosed characteristics or properties, Customer shall designate in writing an alternate TSDF. Except to the extent that rejection is due to SWS' negligence or willful misconduct, Customer shall compensate SWS at the applicable Rates for the additional handling and transportation of the rejected wastes.

#### **ARTICLE 5      Pricing, Compensation and Payment Terms**

- 5.1 Customer agrees to pay SWS in accordance with the Rates then in effect and applicable to the Services, and Customer shall initial the rate sheet, signifying its receipt and acceptance of the Rates. Customer shall at all times be responsible for the payment of SWS invoices, regardless of Customer's entitlement to payment or reimbursement from its insurer or other third party.
- 5.2 For Services provided, SWS, in its sole discretion, may issue either periodic invoices or a single invoice.
- 5.3 Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts overdue for more than thirty (30) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by SWS to collect any payments due under this Agreement, including reasonable attorneys' fees and costs associated with filing any workman's, mechanic's or materialmen liens on the property on which Services were performed. Payments from Customer shall first be applied to interest, if any, and then to principal.
- 5.4 Customer hereby assigns to SWS all rights to any insurance payments that Customer may be entitled to receive for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay SWS directly. Notwithstanding the foregoing assignment, Customer shall retain the obligation to make payment in accordance with this Agreement, and grants SWS the right, at its sole option, to place a lien against any such insurance payments.
- 5.5 Customer agrees to pay SWS in accordance with its Rates for any litigation support or testimony provided by SWS in connection with or arising out of the Services performed by SWS under this Agreement.

#### **ARTICLE 6      SWS Representations and Warranties**

- 6.1 SWS shall provide all supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.
- 6.2 SWS shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that SWS shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its other contractors or agents.

- 6.3 SWS represents and warrants that it holds all necessary permits and licenses required for the performance of the Services.
- 6.4 SWS represents and warrants that it shall provide the Services in compliance with all applicable federal, state and local laws, regulations and ordinances.

**ARTICLE 7      Customer Representations and Warranties**

- 7.1 Customer shall provide full and complete information regarding its requirements for the Services. Customer shall furnish complete information regarding the work site, surface and subsurface conditions, access, utility locations, site boundaries, and other reports, documents or information that may be reasonably requested by SWS. Customer shall communicate to SWS all special hazards or risks known to the Customer that are related to the performance of the Services pursuant to this Agreement.
- 7.2 Customer shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be available at all times during performance of the Services and authorized to approve changes in the scope of the Services and/or budget, to render decisions promptly and to furnish information expeditiously to SWS.
- 7.3 Customer shall be responsible for repairs to all private property, structures, roadways and rights-of-way resulting from SWS' reasonable use thereof.
- 7.4 Customer represents and warrants that it is under no legal restraint or order which would prohibit the performance of the Services by SWS. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the premises where the Services are to be performed. Customer further represents and warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any court or governmental agency of which Customer has knowledge.
- 7.5 Customer represents and warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transported by SWS for disposal or recycling will conform to such description; that it is under no legal restraint or order which would prohibit transfer of possession of the waste materials to SWS for transportation and disposal; and that it has communicated and will communicate to SWS during the term hereof those hazards known by or become known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.
- 7.6 Customer represents and warrants that it shall provide payment to SWS in accordance with the payment terms contained in this Agreement.

**ARTICLE 8      Indemnification**

- 8.1 SWS shall indemnify, defend and hold harmless Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims,

penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state or local laws, regulations, or ordinances to the extent caused by: (1) SWS' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of SWS, its employees or agents in the performance of this Agreement, but with the exception of natural resource and other damages as provided in Section 8.3 below.

- 8.2 Customer shall indemnify, defend and hold harmless SWS, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which SWS may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state or local laws, regulations, or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Customer, its employees or agents in the performance of this Agreement.
- 8.3 Notwithstanding the foregoing, Customer agrees to indemnify, defend and hold harmless SWS, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims, demands and causes of action for pollution damages; contamination or adverse effects on the environment, destruction of, damage to or loss of, whether actual or alleged, any property or natural resources, including the costs of assessing the damage; injury to or economic losses resulting from destruction of real or personal property; damages for loss of profits or impairment of earning capacity due to the injury, destruction or loss of real property, personal property or natural resources; damages for net costs of providing increased or additional public services; removal costs; and any other costs assessable under the Oil Pollution Act of 1990, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or other federal or state law or lawful authority applicable to threatened or actual releases of oil or hazardous substances which SWS may suffer, incur, or pay out in connection with, or arising out of the threatened or actual release of oil or hazardous substances by or owned by Customer. The foregoing responder immunity and indemnity provisions of this Section 8.3 shall not apply to the extent that any claims, liabilities or causes of action are caused by the gross negligence or willful misconduct of SWS.
- 8.4 Except for the indemnity contained in Section 8.3 above, neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

## **ARTICLE 9     Insurance**

- 9.1     During the term of this Agreement, SWS shall, at its own expense, procure and maintain the following insurance coverage:

	<u>COVERAGE</u>	<u>LIMITS</u>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	\$500,000
c.	Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
d.	Automobile	\$1,000,000 per occurrence
e.	Contractor's Environmental Impairment	\$1,000,000 per occurrence
f.	Professional Errors and Omissions	\$1,000,000 per occurrence

- 9.2     Upon written request, SWS agrees to furnish certificates to Customer evidencing the above insurance coverage.

## **ARTICLE 10    Changes in Work and Changes in Law**

- 10.1    Customer agrees to pay SWS at the applicable Rates for additional Services or for any changes in the Services requested by Customer, regardless of whether such requests by Customer are verbal or in writing.
- 10.2    If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or SWS under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and SWS shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, Customer or SWS shall have the right to immediately terminate this Agreement upon written notice to the other party. In the event of such termination, Customer shall pay SWS for Services completed, plus reasonable demobilization charges.

## **ARTICLE 11    Work on Customer's or Third Party's Premises**

- 11.1    Customer agrees to provide to SWS, its employees and its subcontractors a safe working environment for any Services which must be undertaken on premises owned or controlled by Customer or to which access has been given to Customer by a third party for the performance of the Services. Customer agrees to disclose to SWS, its employees and its subcontractors, all known or suspected hazards associated with the performance of the Services.



**ARTICLE 12     Force Majeure / Excuse of Performance**

- 12.1 The performance of this Agreement, except for the payment for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations, orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

**ARTICLE 13     Notice**

- 13.1 Any notice required or permitted pursuant to this Agreement shall be in writing and transmitted to the receiving party via certified mail, postage prepaid, return receipt requested, or by a commercial delivery service providing a delivery receipt, or by electronic transmission (e-mail) or facsimile which provides a confirmation of receipt. Such notices, and all invoices, documentation and payments shall be addressed to the Parties at their respective addresses recited below or such other address for which a party provides notice hereunder.

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

SWS:            SWS Environmental Services  
                  600 Grand Panama Blvd, Suite 200  
                  Panama City Beach, FL 32407  
                  Attention: Legal Department

**ARTICLE 14     Assignment**

- 14.1 Customer may not assign this Agreement, or any of its responsibilities or obligations under this Agreement, in whole or in part without the prior written consent in each instance of SWS, such consent not to be unreasonable withheld, delayed or conditioned.

**ARTICLE 15     Additional Provisions**

- 15.1 Pre-existing Contamination: Customer agrees that SWS shall not be responsible or liable for pre-existing contamination at any job location.
- 15.2 Independent Contractor: SWS is and shall be an independent contractor in the performance of the Services covered by this Agreement. Except for the limited purpose

of signing Shipping Documents for Customer pursuant to Section 4.2 above, SWS shall not be considered to be an agent of Customer.

- 15.3 Waiver: Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 15.4 Severability: If any article, section, subsection, paragraph, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder of this Agreement.
- 15.5 Headings and Defined Terms. The headings in this Agreement are inserted for the convenience of the parties only and shall not in any manner define, limit or describe the intent or scope or in any manner affect this Agreement. All defined terms contained herein, designated by initial capitalization, shall have the meaning so ascribed, said meaning being equally applicable to both singular and plural forms or to grammatical variations (including, but not limited to, masculine, feminine and neuter pronouns), as the case may be.
- 15.6 Entire Agreement: This Agreement and any exhibits or attachments to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist or have existed between the Parties relating to the Services. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by SWS. Any amendments or modifications to this Agreement shall be in writing and shall be signed by Customer and SWS.
- 15.7 Survival: The provisions contained in Section 4.2, Articles 5, 6, 7 and 8, and Sections 15.1 and 15.7 shall survive and remain in effect following the termination of this Agreement.
- 15.8 Law to Apply: This Agreement shall be subject to, construed and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws, and the parties hereby submit to the jurisdiction of the courts of the State of Florida for any disputes arising pursuant to this Agreement.
- 15.9 Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that identical counterparts of same are executed by Customer and SWS. These counterparts may include those forwarded by facsimile transmission or electronically by e-mail, and the facsimile or electronic signature of any Party to this Agreement shall be deemed to be effective to bind such Party to the terms of this Agreement.

**WHEREFORE**, the parties, by their duly appointed representatives, execute this Agreement as of the day and date first above written.

CUSTOMER

SWS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SPECIAL WASTE HANDLING AGREEMENT

This "Special Waste Handling Agreement" is submitted to reflect and document that the Customer listed below has granted and completed authorization for the disposal coordinator, SWS, to sign all waste documents on behalf of Customer. This document hereby authorizes SWS to function in the capacity as "Agent for Generator" (as defined in state and federal rules and regulations) with regard to legally making the RCRA hazardous waste determination, representation, transportation and disposal and to otherwise act as "Agent for Generator" to package, label, characterize, ship, dispose and otherwise manage all waste streams in accordance with local, state, and federal rules and regulations. Such authorization includes but is not limited to execution of the following types of waste-related documents:

- Waste Characterization Data (WCD) Forms/Waste Profiles
- Waste manifests – Uniform Hazardous Waste Manifests and Non-Hazardous Manifests
- Process Knowledge Forms or Letters
- Bills of Lading
- Waste Profile Amendment Request Forms
- WCD/Profile Recertification Forms
- Land Disposal Restriction Forms
- One Time Waste Shipment Forms/Authorizations

Customer Designated TSDF: \_\_\_\_\_

SWS shall provide Customer with copies of Shipping Documents executed in accordance with this agreement.

This agreement shall expire when written notice is provided by Customer to SWS revoking this authorization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address



## EMERGENCY RESPONSE FEE SCHEDULE – 23 JUNE 2011

PERSONNEL	RATE PER UNIT	VEHICLES	HOURLY	DAY
Principal	160.00 hour	Supervisor – Response Vehicle	34.00	360.00
Incident Commander	160.00 hour	Response Vehicle	22.00	275.00
Industrial Hygienist	150.00 hour	Four Wheel Response Vehicle	28.00	300.00
Project Manager	150.00 hour	Tractor Tanker	120.00	2,160.00
Engineer	150.00 hour	Tractor with Dump Trailer	120.00	2,160.00
Zone Manager	125.00 hour	Tractor with Flatbed/Lowboy	120.00	2,160.00
Health & Safety Officer	120.00 hour	Tractor with Box Trailer	120.00	2,160.00
Chemist	120.00 hour	Tractor with Rolloff Trailer (2 box)	150.00	2,700.00
Legal Specialist	300.00 hour			
Contracting Officer	95.00 hour	Roll Off Truck	75.00	1,200.00
Supervisor	84.00 hour	Roll Off Tank (4,000 Gallon)	--	75.00
Marine Operator (Licensed Captain)	80.00 hour	Roll Off Box (20 Cubic Yard)	--	35.00
Trained Diver	80.00 hour	Roll Off Flatbed (25 Foot)	--	25.00
Logistics/Disposal Coordinator	75.00 hour	Roll Off Closed Top	--	45.00
Foreman	60.00 hour	Vacuum Box	--	120.00
Traffic Control Supervisor	60.00 hour			
Equipment Operator	54.00 hour	Liquid Ring Truck – 3,300 Gallon*	125.00	2,250.00
Marine Operator (<28 ft)	48.00 hour	Industrial Vacuum Truck – 3,300 Gallon*	100.00	1,800.00
Quality Assurance Officer	50.00 hour	Liquid Truck – 2,500-4,000 Gallon*	100.00	1,800.00
Welder	50.00 hour	Combination Truck – 2,300 Gallon*	100.00	1,800.00
Mechanic	48.00 hour	Vaccon Combination*	150.00	2,700.00
Field Technician	48.00 hour	Industrial Loader*	180.00	3,240.00
Sampling Technician	45.00 hour	Guzzler (Predator)*	180.00	3,240.00
Biohazardous Technician	40.00 hour	Vacuum Truck with High Rail*	250.00	4,500.00
Administrative Technician	48.00 hour			
Field Clerk	42.00 hour			
Office Staff	40.00 hour			

\*Four Hour Minimum Charge plus Decontamination, if necessary.

### SPECIALTY VEHICLES AND EQUIPMENT

High Pressure Water Jet	125.00	2,250.00
Dump Truck – 18 Yard	75.00	1,250.00
ATV – 4-Wheeler	--	300.00
ERT/QRT (Haz-Mat Response)	75.00	1,250.00
Portable Command Center	--	300.00
Mechanic/Welding Truck	75.00	1,250.00
Boom Truck/Lift Gate	50.00	900.00
Stake Body Truck	40.00	720.00
Boom Truck 4X4	40.00	720.00

MILEAGE – In addition to daily above rates for projects 50 miles or greater from responding service center. Calculated from equipment location at time of call.

Pickup Truck/Personnel Vehicle	0.50/mile
Vacuum Truck/Response Van	0.90/mile
Tractor	1.75/mile

### PROFESSIONAL DOCUMENTATION

Florida State Report	500.00 each
CAD Drawings	75.00 hour
Other Reports – billed at hourly rate of personnel preparing the report(s).	

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## EMERGENCY RESPONSE FEE SCHEDULE – 23 JUNE 2011

### PERSONAL PROTECTIVE EQUIPMENT AND EXPENDABLES

Levels of Protection – Rate per person, per day. Includes needed expendables for initial dress only (except Level “A”). Cost of equipment, additional expendables billed separately.

EPA Level “D”	50.00
EPA Level “C”	85.00
EPA Level “B”	150.00
EPA Level “A” (Plus Level A Suit)	200.00
NFPA Fire Bunker Gear	150.00
NFPA Fire Bunker Gear (Decontamination)	150.00

### PERSONNEL EQUIPMENT

### RATE PER DAY

Cascade System – Two Way	200.00
Air Packs – SCBA/SKA Packs	40.00
Confined Space Entry Package	350.00
Night Vision Binoculars	50.00
SCUBA Equipment	85.00

### SAMPLING and TESTING EQUIPMENT

OVA Meter	200.00 day
Four Gas Meter	100.00 day
Soil Sampler (5 Gram, EPA Method 8260)	45.00 each
Mercury Vapor Analyzer	350.00 day
Multi-Rae PID	350.00 day
pH Meter	25.00 day
pH Paper	8.40 roll
Haz-Mat Test Indicator	50.00 test
Oil Classification Kit	30.00 each
Air Sampling Pump	35.00 day
Air Sampling Tube	15.00 each
Hazard Classification (Field Test)	20.00 test
Hazardous Category Test	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
Thief 25 ml	2.75 each
Thief 75 ml	4.00 each
Disposable Balers	21.00 each
ColiWasa	29.00 each
Sample Can – 1 Gallon	8.00 each
Sample Can – 5 Gallon	17.75 each
Sample Jar – 1 lt EPA 2000 Series	6.25 each
Sample Jars – 1 qt – Non-EPA – Case of 12	16.00 case
Sample Jars – 1 pt – Non-EPA – Case of 12	12.00 case
Sample Cooler (Plus Shipping Charge)	32.40 each
Deionized Water – 5 Gallon	15.00 each
Manifest	1.00 each
Label	1.00 each

### EXPENDABLES

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 – Other	Cost Plus
Cascade System Refill	30.00 bottle
Airpack Refill	7.50 each
Duct Tape (Non PPE Use)	5.50 roll
Hazard Tape (Area Security)	28.00 roll
TYVEK Suit	6.00 each
TYVEK Suit with Hood	8.00 each
Poly-Coated Coverall	10.00 each
Saranex Suit (Tychem SL)	34.00 each
Level “B” Suit	98.00 each
Rain Gear (in addition to PPE)	35.00 each
Chest Wader	140.00 each
Hip Wader	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	46.00 pair
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
Biosolution	25.00 bottle
Liquid Spill Control (Remedial Solution)	35.00 gallon
Sodium Hypochlorite Solution 5%	15.00 gallon
Degreaser (Simple Green)	27.00 gallon
Citrusol Cleaner	56.00 gallon
Shrink Wrap	18.50 roll
Plug-N-Dike	28.00 application
Wooden Stakes	16.00 bundle
Siphon Pump	23.00 each
Stress Management (Liquids)	10.00 person/day
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, Dump Truck	76.50 each
Liner, Fast Tank	160.00 each



## EMERGENCY RESPONSE FEE SCHEDULE – 23 JUNE 2011

CONTAINERS	RATES PER EACH	SKIMMERS	RATES PER DAY
		Plus Compressor Cost, Where Necessary	
55 Gallon Drum, Steel, New – 17C	75.00	36" Drum Skimmer	500.00
55 Gallon Drum, Steel, New – 17E	65.00	48" Drum Skimmer	600.00
55 Gallon Drum, Steel, New – 17H	90.00	72" Drum Skimmer	750.00
55 Gallon Drum, Steel, Recon – 17E	45.00	GT 185 Skimmer	2,000.00
55 Gallon Drum, Steel, Recon – 17H	50.00	Mini Foilex Skimmer	500.00
20 Gallon Drum, Poly, Open Top, New	106.00	Foilex 150	1,500.00
30 Gallon Drum, Poly, Open Top, New	120.00	Foilex 200	2,000.00
55 Gallon Drum, Poly, Open Top, New	166.00	Foilex 250	3,000.00
8 Gallon Drum, Steel, Salvage, New	65.00	Marco 28 Harbormaster	5,000.00
15 Gallon Drum, Steel, Salvage, New	90.00	DIP 400	2,500.00
30 Gallon Drum, Steel, Salvage, New	110.00	Manta Ray Floating Skimmer	150.00
55 Gallon Drum, Steel, Salvage, New	135.00	Skim Pack	100.00
85 Gallon Drum, Steel, Salvage, New	245.00	Power Pack	1,500.00
85 Gallon Drum, Steel, Salvage, Recon	175.00		
20 Gallon Drum, Poly, Salvage, New	70.00		
30 Gallon Drum, Poly, Salvage, New	73.00		
65 Gallon Drum, Poly, Salvage, New	181.00		
85 Gallon Drum, Poly, Salvage, New	190.00		
95 Gallon Drum, Poly, Salvage, New	235.00		
85 Gallon Drum, Poly, Salvage, Recon	170.00		
95 Gallon Drum, Poly, Salvage, Recon	185.00		
5 Gallon Bucket	21.00		
1 Cubic Yard, Non-Haz Box with Liner, Cover	54.00		
1 Cubic Yard, Haz Box with Liner, Cover	93.00		
		<b>WATERCRAFT</b>	<b>RATES PER DAY</b>
		Plus Fuel at Cost Plus, Operator Not Included	
		Command Vessel 95.00 hour	2,280.00
		John Boat (15' and under)	175.00
		Small Work Boat w/Motor, Trailer (16')	225.00
		Medium Work Boat w/Motor, Trailer (18'-20')	500.00
		Medium Work Boat w/Motor, Trailer (21'-23')	650.00
		Large Work Boat w/Twin Motor, Trlr (24'-26')	775.00
		Large Work Boat w/Twin Motor, Trlr (28')	900.00
		Pontoon Boat w/Motor (22'-26')	360.00
		Wave Runner (Investigation)	180.00
		Vessels of Opportunity	Cost Plus
		<b>OPEN OCEAN EQUIPMENT – AVAILABLE UPON REQUEST</b>	
		<b>HOSES</b>	
		Petroleum (2" and 3"), Low Pressure	0.50 foot
		Chemical (2" and 3"), Low Pressure	1.00 foot
		Chemical Transfer	35.00 foot
		Flex Hose – 6"	1.50 foot
		<b>COMMUNICATIONS</b>	
		Cellular Phones – Each	50.00 day
		Marine Radios – Each	30.00 day
		Two-Way Radios – Nextel – Each	25.00 day
		Base Station w/Repeater	100.00 day
		Remote Hardware Lines	Cost Plus
		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	Cost Plus
<b>PUMPS</b>	<b>RATES PER DAY</b>		
Plus Compressor Cost, Where Necessary			
1" Double Diaphragm	45.00		
2" Stainless Steel Double Diaphragm	300.00		
2" Teflon/Poly Double Diaphragm	300.00		
2" Aluminum Double Diaphragm	300.00		
3" Single Diaphragm	180.00		
3" Stainless Steel Double Diaphragm	500.00		
3" Aluminum Double Diaphragm	500.00		
4" Double Diaphragm	500.00		
2" Transfer Pump	300.00		
3" Transfer Pump	315.00		
4" Transfer Pump	345.00		
6" Transfer Pump	650.00		
6" Hydraulic/Centrifugal Pump	600.00		
4" Poppit Pump ("Sludgemaster")	900.00		
6" Mascerator Pump	990.00		
High Volume Transfer Pump – Petroleum	3,600.00		
High Volume Transfer Pump – Chemical	4,200.00		
Diesel Peristal Pump 50.00 hour	600.00		
Drum Vac Head	125.00		
Diesel Hydraulic Unit 50.00 hour	900.00		
Pressurized Liquid Transfer	1,000.00		



## NOTES TO SWS ENVIRONMENTAL SERVICES RATE SHEET

### PERSONNEL

- Personnel rates apply to personnel performing labor in support of the contract work (whether performed on-site or off-site). Rates stated are per person per hour with a four (4) hour minimum per person per day.
- There will be a per diem charge of \$150.00/ person for work requiring an overnight stay for any employee.
- When an overnight stay is not required but the work day exceeds 12 hours, a meal allowance of \$30.00/day/ person will apply.
- All equipment and personnel are billed portal-to-portal.
- Personnel will be billed at the corresponding rate stated herein for the time required to mobilize and restock all vehicles and equipment used in the performance of the contract.
- Standard Hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, exclusive of designated holidays.
- Non-Standard Hours are all hours worked before 8:00 a.m. and after 4:00 p.m. Monday through Friday and any work performed on Saturday. Labor performed during Non-Standard Hours will be billed at one and one-half (1.5) times the rates set forth herein.
- Sunday and Holiday Hours will be two (2) times the rates set forth herein. Designated holidays are all designated "Federal Holidays" in addition to the day after Thanksgiving.
- A High-Hazard surcharge of \$6.00/hour/person will be applied to standard hour rates for incidents that involve reactive, potential explosives, cylinders, risk of fire, or involving high-pressure vessels. The determination of a High-Hazard incident is the sole discretion of SWS. Premium rate multipliers apply.
- For Bio-Hazard responses, a premium of 40% will apply to all labor rates and multipliers.
- EPA Level C and D PPE include up to one change out per day. Additional change outs will be charged based upon the individual per item rate.
- In the event any personnel are engaged to provide testimony in any court or administrative proceeding, the rate for such person while testifying either at a deposition or hearing shall be two (2) times the hourly rate scheduled. Client shall be responsible for all charges related to any such testimony including travel and per diem whether requested by Client or required by subpoena by Client or any third party when such testimony relates to the project for which Client engaged SWS with minimum charge of \$1000.00/ day for managers and \$750.00 for all others.

### EQUIPMENT

- All scheduled rates are exclusive of operators/drivers. Labor rates will be charged in accordance with the applicable category in the Personnel section.
- All equipment not listed on the current pricing schedule will be billed at cost plus markup.
- For purposes of computing daily rate charges, the term "daily" denotes 8 hours. After 8 hours, the hourly rate will be charged at 12.5% of the daily rate.
- Unless otherwise noted, equipment rates include fuel, grease, oil, maintenance, and insurance.
- A four (4) hour minimum will apply to all equipment. Transportation permits for oversized equipment and/or loads will be charged at cost plus markup. Escorts, if required, will be an additional charge in accordance with applicable rates for personnel and vehicles, or billed at cost plus markup.
- Cleaning, repairing and rebuilding of pumping equipment will be invoiced at cost plus markup.

### SUBCONTRACTORS, EXPENDABLES, AND ADDITIONAL EQUIPMENT

- All third party rental equipment, subcontract services, materials and supplies not otherwise scheduled will be billed at cost plus markup.
- Cleaning, repair, or replacement charges will be assessed for equipment contaminated or damaged in performance of services. Equipment contaminated or damaged beyond repair will be charged at actual replacement cost plus markup.
- Scheduled prices shall be applicable to all personnel, materials, and equipment for the schedules herein, which are utilized in the performance of the work. If the rental or field purchase prices for materials and equipment or subcontracted labor are higher than what is in the rate schedule, or if any labor, equipment or materials are not readily available in-house (inclusive of SWS Contractor Program Network Subcontractors), these items will be invoiced at cost plus markup.
- Expendable items are subject to price increase based upon market fluctuations.

**NOTES TO SWS ENVIRONMENTAL SERVICES RATE SHEET  
(Continued)**

**TANKS AND CONTAINERS**

- Any tanks and containers that require clean out or wash out will be charged at cost plus markup. Clean out charges will be based upon actual contents left in tank (clean out plus disposal). Replacement parts do not include labor. Repairs for damages or missing parts will be invoiced on a time-and-material basis cost plus markup.

**OTHER CHARGES AND TERMS**

- All work will be performed under SWS' standard insurance. Any additional insurance necessary to perform the work will be invoiced at cost plus markup.
- The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any permits required to perform.
- In the event SWS is required to purchase any licenses, easements, or rights of ingress or egress to obtain access of right-of-way to property necessary to perform the work, SWS shall be compensated for all costs incurred for such licenses, easements or rights on the basis of SWS' actual cost plus markup. In the event SWS is required to construct any rights-of-way and/or pavements or other property as a result of the work, SWS shall be compensated for such work performed on the basis of SWS' actual cost plus markup.

**PAYMENT AND INVOICING PROCEDURES**

- Payments due under each invoice within fifteen (15) days of the invoice date. Interest shall begin to accrue on the invoice due day on payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one-half per (1½%) percent per month. In the event payment is not made timely and SWS files a lien or bond claim on your account, an administrative charge of \$500.00 will be assessed.
- In the event that Client disputes any portion of any invoice, Client shall provide SWS written notice of the dispute within 15 days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that SWS has full notice of the dispute. Client hereby agrees that failure to provide such written notice within 15 days of the invoice date constitutes waiver of any such dispute and full payment of the invoice shall be provided to SWS. Further, Client agrees that the non-disputed portion of the invoice shall be paid within 15 days of the invoice date.

**FUEL RECOVERY**

- A fuel recovery fee will be added to the final invoice price for all transportation, disposal and fuel consuming equipment charges at the prevailing rate at the time work is performed. Please see the recovery fee link on our web site at [www.swsenvironmental.com](http://www.swsenvironmental.com).

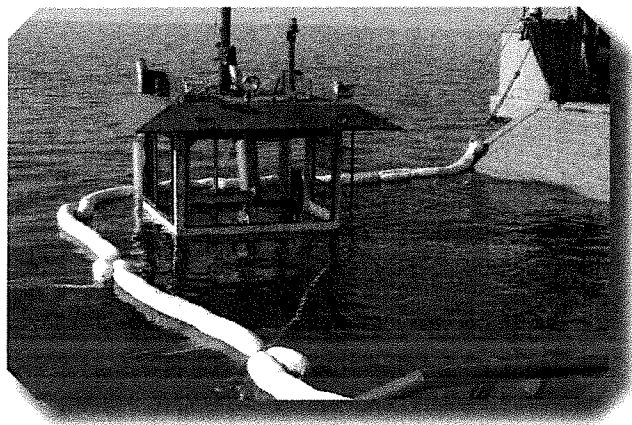
**COST PLUS MARKUP**

- Unless otherwise designated, "Cost Plus Markup" will be charged at SWS Cost Plus THIRTY PERCENT (30%).

**LEGAL REFERENCE**

- All references to "SWS Environmental Services" or "SWS" are considered to be "Progressive Environmental Services, Inc. d/b/a SWS Environmental Services".

# MARITIME RESPONSE



**'Maritime Response Services' Are Available 24-hours A Day, 365 Days A Year And Are Built On A Reputation Earned By Providing:**

- ◆ **Rapid Response Times To Minimize Impact**
- ◆ **Professionally Trained And Experienced Response Personnel**
- ◆ **Unparalleled Resources - Equipment, Materials & Personnel**
- ◆ **Practical And Technically Sound Solutions**
- ◆ **Client-Focused, Safety-Oriented And Quality-Driven Strategies**

## MARITIME RESPONSE ▼

SWS Environmental Services offers the most complete Maritime Support Services available in the industry. Whether the need is for boom deployment, barge services, oil spill cleanup, or waste management services, SWSES can provide it all.

With ideally located response centers along the Gulf of Mexico and Atlantic Ocean, the ability to pre-stage equipment and resources creates a profound effect on response times for open ocean, river/canal, and near shore releases. Access to over 50,000 feet of boom, high capacity oil skimmers and pumps, and a national network of available supportive resources creates a tremendous ability to respond to incidents of the largest magnitude.

Additionally, SWSES provides specialized cleaning and waste management services to the Maritime Industry. Naval forces of the UK, the Netherlands, Russia, France, Brazil, Germany, Canada, Spain, Uruguay, and the United States frequently request in-port services including emergency response contingency support, fresh water supply, wastewater removal, transportation, and disposal.

SWS Environmental Services is a U.S. Coast Guard certified Oil Spill Removal Organization (OSRO) with millions of dollars in equipment including oil skimmers, containment boom, sorbent materials, motor vessels, pumps, and other response equipment ready for immediate deployment. Regardless of time, weather, quantity or product, our marine-based response services are always available and always ready at a moments notice.

Typical response scenarios include:

- ◆ Oil, fuel, chemical, and hazardous material spill containment and cleanup
- ◆ Lightering and bunkering
- ◆ Vessel removal, recovery and salvage
- ◆ CHT, black and gray water pumping, transportation and disposal
- ◆ Oil filters and oily solid waste removal, transportation and disposal
- ◆ Fluorescent lamp and battery recycling
- ◆ High pressure bilge cleaning
- ◆ Boom/skimmer deployment
- ◆ Offshore tug/barge services

Our goal is to consistently provide our clients with the highest level of technical competence, strong project management, integrated health & safety, and quality control with an emphasis on financial accountability for all projects.



### U.S. Coast Guard OSRO No. 247 COTP Zones:

- Jacksonville •
- Key West •
- Lower Mississippi •
- Miami •
- Mobile •
- Ohio Valley •
- Paducah •
- Savannah •
- Tampa •
- Corpus Christi •
- Houston •
- Port Arthur •

**Contact Us ▼**

**Dedication. People. Response.**

24/7/365: 1-877-742-4215 | web: [www.swsenvironmental.com](http://www.swsenvironmental.com) | email: [info@swsenvironmental.com](mailto:info@swsenvironmental.com)