

**AGREEMENT FOR  
EMERGENCY RESPONSE CLEANUP SERVICES  
BETWEEN  
THE CITY OF FORT LAUDERDALE  
AND  
A-C-T ENVIRONMENTAL & INFRASTRUCTURE, INC.**

THIS AGREEMENT, made and entered into this 31 day of August, 2020, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **A-C-T Environmental & Infrastructure, Inc., a Florida corporation**, ("Consultant") whose address is **1875 West Main Street, Bartow, Florida 32830, Phone: (863) 533-2000, Email: [bhilton@A-C-T.com](mailto:bhilton@A-C-T.com)**.

WHEREAS, the City and the Consultant wish to enter into an agreement for **purchase of emergency response cleanup services during determined situations of threat to the public or the environment** based on an Agreement between the Contractor and **State of Florida Department of Environmental Protection dated February 26, 2020**.

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

1. The Contractor agrees to provide to the City with **emergency response cleanup services** at the price and terms set forth in the **State of Florida Department of Environmental Protection Contract No. LE807 dated February 26, 2020** ("Master Agreement").
2. Except with regard to the bidding process, the term "**Department**" as set forth in the Master Agreement, where context permits, means City.
3. The term of this Agreement shall be coterminous with **the Master Agreement**, which commenced on **February 26, 2020 and expires on February 25, 2025 with one five-year renewal option**.
4. The City's General Conditions and Insurance Requirements, which are attached hereto, are incorporated herein.
5. In the event of a conflict between the City's General Conditions and the Master Agreement, the City's General Conditions shall control.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

FOR [Signature]  
Jeffrey A. Modarelli, City Clerk

By: [Signature]  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:

[Signature]  
FOR: Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

**A-C-T Environmental & Infrastructure, Inc.**

[Signature]  
Signature  
Ben Hilton  
Print Name

By: [Signature]  
R. Jeffrey Kincart, Vice-President

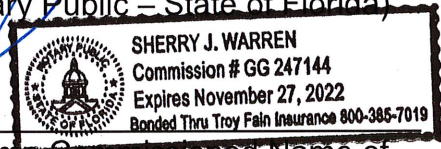
[Signature]  
Signature  
Jennifer Fisher  
Print Name

(Corporate Seal)

STATE OF Florida :  
COUNTY OF Polk :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 3rd day of August, 2020, by **R. Jeffrey Kincart as Vice-President for A-C-T Environmental & Infrastructure, Inc., a Florida corporation.**

[Signature]  
(Signature of Notary Public – State of Florida)



Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, the term of this Agreement, Contractor at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies/coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors, and contain no exclusions for explosion, collapse, or underground.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any firm performing work on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Agreement.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Agreement. This applies to all contractors including but not limited to the construction industry.

#### Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

#### Disposal Coverage

The Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

#### Professional Liability and/or Errors and Omissions (if architectural or engineering services are provided)

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

Bond Requirements

This Agreement is required to be bonded pursuant to Section 255.05, Florida Statutes, and the Contractor shall furnish Payment and Performance bonds on the City's standard form covering the full and faithful performance of the Agreement for construction and the payment of obligations arising hereunder.

All bonds must be underwritten by a surety company authorized to issue bonds in the State of Florida. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Agreement.

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements of Section 255.05, Florida

Statutes, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

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[GENERAL CONDITIONS FOLLOW]

CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

**PART I CONDITIONS:**

1.01 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 **PACKING SLIPS:** It will be the responsibility of the Consultant to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Consultant's expense.

1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside

programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.06 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

#### 1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Consultant certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

#### Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

#### PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Consultant shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Consultant to the City in the event of a material breach of this Agreement by the Consultant.

3.02 INSURANCE: The Consultant shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Consultant shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Consultant's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole



discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Consultant agrees to abide by such modifications.

#### PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Consultant's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Consultant's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Consultant.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Consultant certifies that Consultant will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Consultants, which are assigned by a person designated as authorized to bind the Consultant, will be recognized by the City as duly authorized expressions on behalf of Consultants.

4.06 INDEPENDENT CONTRACTOR: The Consultant is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Consultant.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee, subconsultant, or sublicensee of the Consultant. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the provisions of this Agreement, the City may upon written notice to the Consultant terminate the right of the Consultant to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Consultant liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property

and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Consultant thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Consultant shall, at Consultant's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

4.13 LAWS/ORDINANCES: The Consultant shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Consultant shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, age, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Consultant certifies and represents that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").
2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Consultant's cost in providing the required prior items or services, then the Consultant may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Consultant, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In

the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Consultant with no penalty to the City or Consultant. The Consultant shall fill all City requirements submitted to the Consultant until the termination date contained in the notice.
2. The City requires the Consultant to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Consultant in a capricious manner attempted to use this section of the contract to relieve Consultant of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Consultant in default and disqualifying Consultant from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Consultant receives notice in writing signed by a person authorized to bind the City in such matters.

4.15 ELIGIBILITY: If applicable, the Consultant must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.16 PATENTS AND ROYALTIES: The Consultant, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.17 ASSIGNMENT: Consultant shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.19 PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Consultant will furnish the City's needs as they arise.

# MASTER AGREEMENT

CONTRACT NO. LE807

BETWEEN

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

AMERICAN COMPLIANCE TECHNOLOGIES DBA A-C-T ENVIRONMENTAL & INFRASTRUCTURE, INC.

THIS CONTRACT is entered into between the Department of Environmental Protection (Department), an agency of the State of Florida, and American Compliance Technologies dba A-C-T Environmental & Infrastructure, Inc. 1875 West Main Street, Bartow, Florida, 33830, (Contractor), a Corporation, to provide emergency response cleanup services.

NOW, THEREFORE, the parties agree as follows:

## SERVICES AND PERFORMANCE

**1. SERVICES.** Department does hereby retain, and Contractor agrees to provide emergency response cleanup services (Services) for the Northwest, Northeast, Central and South Regions. These Services shall require the Contractor to respond to any situation determined by the Department to represent a threat to the public or the environment of the State of Florida. The Contractor shall provide these Services on an “as needed” basis, twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year. The Contractor shall provide all labor, supervision, equipment, materials, expertise, technical assistance, and expert witness services as required under this Contract. (Services), as described in 2020002 (“Solicitation”) and Contractor’s response thereto, incorporated herein by reference, and in accordance with **Attachment A**, Statement of Work (Scope) and all exhibits and Attachments named and incorporated herein by reference. Contractor has been determined to be a vendor to the Department under this Contract.

## **2. WORK.**

A. Contractor shall provide the services specified in the Scope (“Work”). Department shall authorize all work assignments by Work Authorization Form (WAF)/Supplemental Form (WASF) (“Work Authorization”) (copies attached hereto and made a part hereof as **Attachment C**).

B. Contractor, or its subcontractors if authorized under this Contract, shall not commence Work until either 1) a WAF/WASF has been fully executed, by both Department and Contractor.

C. In the event services are required that are within the general description of services but are not specifically set out in the Scope or identified on the Rate Schedule (Attachment B), Department and Contractor reserve the right to negotiate the Work Authorizations covering performance of those required services. Refer to the Scope, Section 1.06 for cost plus fees.

D. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of the Department.

E. Department reserves the right to not authorize any Work and may suspend or terminate for cause any Work assigned to Contractor under this or any other contract, if and in the event that the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative

proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

**3. STANDARD OF CARE FOR PERFORMANCE.**

- A. Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
- B. Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
- C. Contractor shall provide competent, suitably qualified personnel. Contractor must notify the Department's Contract Manager of any changes in the personnel identified in this Contract. Notification shall include a detailed explanation of the need to change personnel and the Contractor's documentation that proposed replacement personnel have equal or greater qualifications and experience.
- D. Contractor shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

**4. TERM OF CONTRACT.**

- A. Initial Term. This Contract shall begin upon execution by both parties and shall remain in effect for a period of five (5) years, inclusive.
- B. Renewal Term. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.
  - This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for five (5) years. All renewals are contingent upon satisfactory performance by Contractor. Renewals may be for the entire period or in increments.
  - This Contract may not be renewed.

**COMPENSATION**

**5. COMPENSATION.**

- A. As consideration for the Services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed cost (as specified in the Attachment B, Rate Schedule) /cost reimbursement combination basis for the completion of Work as specified in the Scope per Region and the resulting Work Authorization.
- B. Contractor shall not be compensated for Services performed prior to execution of this Contract and Work Authorization, nor for Services that exceed the funding amount specified herein, in the Work Authorization, or in any amendment to this Contract.

**6. ANNUAL APPROPRIATION.** Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and

completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if state or federal appropriations are reduced or eliminated.

**7. PAYMENT METHOD.** Contractor(s) shall submit invoices upon the completion of each Work Authorization assignment using the Contractual Services Invoice Form (Attachment E). The final invoice shall be submitted within thirty (30) days of completion of the assignment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit. The invoice submission shall consist of the following documentation, as well as any additional documents and/or event specific guidelines.

- A. One (1) copy of the invoice must be submitted by email to the Department Contract Manager.
- B. Backup documentation to include the executed Work Authorization Form/Supplemental Form (Attachment C), all test results, profiles, manifest, certificates of disposal, DEP Office of Emergency Response Daily Report Form (Attachment D), and any other documents applicable to the Event.
- C. One (1) hard copy of each invoice must be submitted by mail to the Department Contract Manager at the designated DEP address and it shall include the same backup documentation as the emailed version sent to the Contract Manager.
- D. The Subcontractor Utilization Report Form (Attachment H) shall be included in both the emailed and hard copy mailed invoice submissions. Failure to provide a Subcontractor Utilization Report Form with an invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department. Subcontractors rates shall NOT exceed those identified in the Rate Schedule (Attachment B).
- E. Due to different disposal timeframes, the Contractor may submit invoices for sub-work assignments completed in their entirety prior to the overall completion of an authorized work assignment. This must be authorized by the Department Contract Manager on a case-by-case basis.
- F. In the event that a Work Authorization assignment will exceed six (6) months to complete, the Contractor may submit invoices on a monthly basis. The Department must approve in writing prior to signing the original Work Authorization Form an Event. Each monthly invoice shall be submitted as detailed above.

All vehicles, equipment, and supplies shall not exceed the Contract rates identified on the Rate Schedule (Attachment B). Contractor invoices reflecting rates higher than the agreed upon Contract rates on the Rate Schedule shall be rejected for payment and an amended invoice will be required.

**8. INVOICING REQUIREMENTS FOR COST REIMBURSEMENT CONTRACTS.** The following provisions apply to any cost reimbursement payments. The [State of Florida DFS Reference Guide to State Expenditures](#) requires detailed supporting documentation of all costs under a cost reimbursement contract. Contractor shall comply with the minimum **Contract Payment Requirements** (attached hereto and made a part hereof as **Attachment J**). Invoices shall be accompanied by supporting documentation and other requirements as follows:

- A. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors associated with activities not included in the Rate Schedule (Attachment B), must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Invoices for reimbursement of fixed price subcontracts shall be documented by copies of the paid invoices.
- B. Equipment – Purchase of equipment is NOT permitted on this Contract.
- C. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges. Any rental/lease of equipment not identified on the Rate Schedule (Attachment B), MUST be approved in

ADVANCE by the Department Contract Manager, or delegate, in writing or by verbal approval. These charges should not be common and will be listed by the Department delegate on the DEP Daily Form

D. Handling Fee – No markups or handling fees (fixed or percentage) will be allowed on subcontracted work or purchased equipment.

E. Travel – Travel costs shall be paid on a cost reimbursement basis in accordance with Section 112.061, Florida Statutes (F.S.). Travel shall be approved IN ADVANCE by the Department. These charges should not be common and will be listed by the Department delegate on the DEP Daily Form

F. Other Expenses – ANY EXPENSE not included on the Rate Schedule (Attachment B) or approved IN ADVANCE by the Department and notated on the DEP Daily Form shall not be reimbursed to the Contractor. Additionally, independent of the Contractor's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.

**9. TRAVEL.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

Travel is not authorized under this Contract.

Travel costs are included in the fixed cost amounts of this Contract.

Travel costs, if preapproved by the Department in writing, shall be paid on a cost-reimbursement basis in accordance with the paragraph contained herein of this Contract (Attachment J).

**10. SUBCONTRACTOR PAYMENTS AND RELEASES.** In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply if subcontractors are utilized:

A. Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from the Department, excluding the final payment. If the Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.

B. Contractor shall submit, with each invoice for Work where subcontractors or suppliers performed Work during the previous invoice period, lien waivers or other documentation of payment from each subcontractor or supplier for Work done during the previous invoice period.

**11. PROMPT PAYMENT.**

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to the Contractor for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if a Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516, per Section 215.422, F.S.



B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), F.S., on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, per Section 215.422, F.S.

**12. RELEASE OF CLAIMS.** Upon payment for satisfactory completion of any portion of the Work, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the Work, except claims which are specifically exempted by the Contractor to be set forth therein (Contractor Release, using Attachment K, Contractor Affidavit/Release of Claims). Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

**13. PHYSICAL ACCESS AND INSPECTION.** As applicable, the Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Contractor shall provide access to any location or facility on which the Contractor is performing Work, or storing or staging equipment, materials or documents;

B. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any Work or legal requirements.

#### **PARTY REPRESENTATIVES**

**14. NOTICE.** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**15. IDENTIFICATION OF CONTRACT MANAGERS.** All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Either party may provide notice to the other party by email identifying a change of a designated Contract Manager and providing the new contact information for the newly designated Contract Manager. Such notice is sufficient to effectuate this change without requiring a written amendment to the Contract. Department and the Contractor Contract Managers and contact information are provided below:

Contractor Contract Manager	Department Contract Manager
American Compliance Technologies dba A-C-T Environmental & Infrastructure, Inc. 1875 W. Main Street Bartow, Florida 33830 Attn: Ben Hilton Phone Number: (863) 533-2000, Ext. 247 Email: <a href="mailto:BHilton@A-C-T.com">BHilton@A-C-T.com</a>	Department of Environmental Protection Office of Emergency Response 3900 Commonwealth Blvd., MS 659 Tallahassee, Florida 32399-3000 Attn: Melissa Woehle Phone Number: (850) 245-2873 Email: <a href="mailto:Melissa.woehle@Florida DEP.gov">Melissa.woehle@Florida DEP.gov</a>

**16. CHANGE ORDERS AND AMENDMENTS.** Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of this Contract, any future Amendments or Change Orders may be executed by the Department representative with appropriate delegated authority.

**CONSEQUENCES FOR FAILURE TO PERFORM**

**17. DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be decided as follows:

- A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
- B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.
- C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
  - 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
  - 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
- E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

**18. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.**

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages as specified in the Contract and/or its attachments; 2) request from the Contractor agreement to a reduction in the amount payable; 3) suspend all Work until satisfactory performance is achieved, or 4) terminate the Contract for failure to perform.

**19. CORRECTIVE ACTION PLAN.** In the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by the Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.

B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

**20. PAYMENT AND PERFORMANCE BONDS.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- No Payment or Performance bonds are required.
- Contractor shall provide executed Payment and Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in the amount(s) of \$ insert amount.
- Contractor may be required to provide executed Payment and/or Performance Bonds naming the Department as obligee, issued by a surety acceptable to the Department, in an amount of up to one hundred and twenty percent (120%) of the total anticipated cost of any Work.

## 21. RETAINAGE

- A. Department reserves the right to establish the amount and application of retainage on the Work to a maximum of 10%. Any retainage to be applied shall be specified in the Scope. Retainage shall be withheld from each payment to the Contractor pending satisfactory completion of Work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for the Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope. Department shall provide written notification to the Contractor of identified deficiencies and the Department's intent to withhold retainage on the Work. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by the Contractor.
- C. If the Contractor fails to perform the requested Scope or fails to perform the Work in a satisfactory manner, Contractor shall forfeit its right to payment for the Work and the retainage called for under the entire Scope. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted Work while a Contract is suspended.
- E. Except as otherwise provided above, the Contractor shall be paid the retainage associated with the Work, provided the Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph contained herein above.

## LIABILITY

### 22. INSURANCE.

- A. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Contractor may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, or may be added to the Work Authorization Form, however the minimum insurance requirements applicable to this Contract are:
- i. Commercial General Liability Insurance. The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - ii. Workers' Compensation and Employer's Liability Coverage. The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
  - iii. Commercial Automobile Insurance. If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on

an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

- \$200,000/300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
- \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance. Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontact.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

C. Exceptions to Additional Insured Requirements. If the Contractor's insurance is provided through an insurance trust, the Contractor shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Contract requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Contractor is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

E. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. Upon receipt of written request from the Department, the Contractor shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

### **23. INDEMNIFICATION.**

A. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund.

B. Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Contractor's products or the Department's operation or use of the Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.

C. The Contractor's obligations under the preceding two (2) paragraphs with respect to any legal action are contingent upon the State or the Department giving Contractor 1) written notice of any action or threatened action, 2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and 3) assistance in defending the action at the Contractor's sole expense.

### **THIRD PARTIES**

**24. SUBCONTRACTING.** An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract.

- Contractor shall not subcontract any work under this Contract.
- A. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- B. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the

exception of insurance requirements (paragraph contained herein), and shall include a release of any rights, claims or liabilities against the Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.

**25. NONASSIGNABILITY.** Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by the Department. However, the Department may expressly release the Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign the Department's Rights and Duties but shall give prior written notice of its intent to do so to the Contractor. The foregoing notwithstanding, the Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

**26. THIRD PARTY BENEFICIARIES.** This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

## **SUSPENSION AND TERMINATION**

### **27. SUSPENSION.**

A. Department may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as the Department may determine to be appropriate for any of the following reasons:

- 1.) Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- 2.) Contractor's or subcontractor's insurer or surety notifies the Department that any of its required insurance or bonds has lapsed or will lapse, and the Contractor fails to provide replacement insurance or bonds acceptable to the Department before the insurance or bond cancellation or termination date;
- 3.) Contractor or subcontractor materially violates safety laws or other constraints;
- 4.) Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- 5.) For the convenience of the Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Department in administration of the Work, or by the Department's failure to act within a reasonable time to review or approve an invoice, the Department shall provide an equitable extension of the time allowed to complete the Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

- 1.) Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- 2.) Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Contractor shall not be compensated for Work performed subsequent to a notice of suspension by Department.

## **28. TERMINATION.**

A. Department may terminate this Contract at any time for cause, in the event of the failure of the Contractor to fulfill any of its obligations. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination. Contractor may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and the Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by the Department for completion of all or any portion of the Work in process).

## **SPECIAL CONDITIONS**

**29. ADDITIONAL QUANTITIES.** For a period not exceeding the term of this contract, the Department reserves the right to acquire additional quantities on an as-needed basis, depending on the availability of funds, at the same unit price(s), terms and conditions.

*NOTE: This section supersedes the General Contract Conditions (PUR-1000), Paragraph 5, Additional Quantities.*

**30. ADDITIONS / DELETIONS.** During the term of the Contract resulting from this bid, the Department shall have the right to make product changes that result in additions, deletions, or revisions to awarded items / services. Specifications and prices of items added or revised must be agreed upon in writing by both the Department and Contractor. Prices of added or revised items shall be mutually agreed upon by the Department and Contractor.

**31. DISCLOSURE OF LITIGATION.** The Contractor shall promptly notify the Department of any criminal litigation, investigations or proceedings which arise during the term involving the Contractor, or, to the extent the contractor is aware, any of the Contractor's subcontractors or any of the foregoing entities' then-current officers or directors. In addition, the Contractor shall promptly notify the Department of any civil litigation, arbitration or proceeding which arises during the term of the contract and extensions thereto, to which the contractor (or, to the extent the Contractor is aware, any Subcontractor hereunder) is a party, and which involves:

A claim or written allegation of fraud against the Contractor or, to the extent the contractor is aware, any subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. All notices under this section must be provided to the Department within thirty (30) business days following the date on which the contractor first becomes aware of any such litigation, investigation, arbitration or other proceeding (collectively, a Proceeding). Details of settlements, which are prevented from disclosure by the terms of the settlement, may be annotated as such.

**32. STEP-IN RIGHTS.** For noncompliance by the Contractor with Work Authorizations related to unreasonable delays, abandonment of work, failure to resume work ("Abandoned Tasks") that has been discontinued within a reasonable time after notice to do so, the Department at its option may enforce these provisions by exercising "Step-In" rights as described below:



A. If the Department exercises its Step-In rights, the Contractor must cooperate fully with the Department (including its personnel and any third parties acting on behalf of the Department) and shall provide, at no additional charge to the Department, all assistance reasonably required by the Department as soon as possible, including:

- 1) providing access to all relevant equipment, premises and software under the Contractor's control as required by the Department (or its nominee); and
- 2) ensuring that the Contractor personnel normally engaged in the provision of the Abandoned Tasks are available to the Department to provide assistance which the Department may reasonably request.

B. The Department's Step-In rights will end, and the Department will hand back the responsibility to the Contractor, when the Contractor demonstrates to the Department's reasonable satisfaction that the Contractor is capable of resuming provision of the affected Abandoned Tasks in accordance with the requirements of the Contract section and that the circumstances giving rise to the Step-In right cease to exist and will not recur.

C. The Contractor must reimburse the Department for all reasonable costs incurred by the Department (including reasonable payments made to third parties) in connection with the Department's exercise of Step-In rights and provision of the affected Tasks (Step-In Costs).

D. The Department will continue to pay the Contractor the charges Contractor will continue to retain its fee as applicable due for the products or services, provided that the Contractor reimburses the Department for the Step-In Costs. If the Contractor fails to reimburse the Department within 30 days of receipt of the Department's demand for payment of Step-In Costs, the Department is entitled to set off such Step-In Costs against a subsequent invoice pursue other remedies to receive reimbursement for Step-In Costs.

**33. CONTRACTOR PERSONNEL CHANGES.** The Contractor shall have the right to remove its personnel that are currently performing under this Contract and to substitute other qualified personnel provided that the Department Contract Manager is notified of such removal and replacement. The Contractor shall notify the Contract Manager within 30 days of such change, giving the new employee's name, contact information, and technical qualifications. Any removals or replacements for the convenience of the Contractor shall be at no additional cost to the Department.

#### **GENERAL CONDITIONS**

**34. ATTORNEY'S FEES.** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

**35. CONFLICT OF INTEREST.** Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.

**36. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

### **37. DISQUALIFICATION.**

A. The employment of unauthorized aliens by the Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

B. Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

**38. EXECUTION IN COUNTERPARTS.** This Contract, and any Change Orders or Amendments thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**39. FORCE MAJEURE.** Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either 1) within five (5) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within ten (10) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by the Contractor against the Department. Contractor shall not be entitled to an increase in the price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, in which case the Department may 1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.

**40. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW.** This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

**41. GOVERNMENTAL RESTRICTIONS.** If the Contractor believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, the Contractor shall immediately notify the Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department. Contractor's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

**42. HEADINGS.** The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

**43. INTEGRATION.** This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon the Department or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**44. INTERPRETATION OF CONTRACT.**

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

**45. MODIFICATIONS REQUIRED BY LAW.** Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

**46. MYFLORIDAMARKETPLACE TRANSACTION FEE.** The State of Florida through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Section 287.057(22)(c), F.S., all payments shall be assessed a Transaction Fee which the Contractor shall pay the State unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

A. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031, F.A.C. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

B. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) is/are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

C. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS THAT ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

**47. NONDISCRIMINATION.**

A. Contractor certifies that no person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services ("DMS") is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions

regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Contractor shall comply with the Americans with Disabilities Act.

**48. NON-SOLICITATION.** Contractor covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

**49. NON-WAIVER OF RIGHTS.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

**50. ORDER OF PRECEDENCE.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;
3. All other attachments to this Contract;
4. Documents, agreements and exhibits incorporated herein by reference;
5. Solicitation, including all attachments, addenda, and questions and answers; and
6. Contractor's Response to the Solicitation.

**51. OWNERSHIP OF DOCUMENTS.** All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

**52. P.R.I.D.E.** When possible, the Contractor agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826

Toll Free: 1-800-643-8459

Website: <http://www.pride-enterprises.org/>

**53. Public Entity Crimes.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, F.S. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list and shall notify the Department within five (5) days of its, or any of its affiliate's, placement thereon.

**54. PUBLIC RECORDS.** Public Records Requirements (**Attachment I**), as attached to this Contract, are hereby incorporated into the Contract.

**55. RECORD KEEPING AND AUDIT.**

A. Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

**56. REMEDIES.** All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election **hereunder** shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**57. RESPECT OF FLORIDA.** When possible, the Contractor agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946

(850) 487-1471

Website: [www.respectofflorida.org](http://www.respectofflorida.org)

**58. SCRUTINIZED COMPANIES.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

C. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**59. TAX EXEMPTION.** Contractor recognizes that the Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

**60. WARRANTY OF ABILITY TO PERFORM.** Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of this Contract and any renewals.

**61. WARRANTY OF AUTHORITY.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

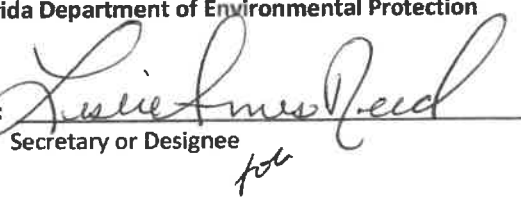
American Compliance Technologies dba A-C-T  
Environmental & Infrastructure, Inc.

By: \_\_\_\_\_



Florida Department of Environmental Protection

By: \_\_\_\_\_

  
Secretary or Designee  
*for*

Date: January 14, 2020

Print/Type Name: R. Jeffrey Kincart, P.E., GC

Print/Type Title: Vice President

Date: 2/26/2020

Print/Type Name: Leslie A. Reed

Print/Type Title: Chief of Staff

**FEID No. 59-2855464**

- Attachment A Statement of Work (6 pages)
- Attachment B Rate Schedule (20 pages)
- Attachment C Work Authorization Form/Supplemental Form (1 page)
- Attachment D DEP Office of Emergency Response Daily Report Form (1 page)
- Attachment E Office of Emergency Response Contractual Services Invoice (1 page)
- Attachment F Office of Emergency Response District Map (1 page)
- Attachment G Quality Assurance Requirements for Department Contracts (3 pages)
- Attachment H Subcontractor Utilization Report Form (if applicable) (1 page)
- Attachment I Public Records Requirement (1 page)
- Attachment J Contract Payment Requirements (1 page)
- Attachment K Contractor Affidavit / Release of Claims Form (1 page)



## **ATTACHMENT A - STATEMENT OF WORK**

**1.01 Scope.** Contractor shall provide all labor, supervision, equipment, materials, and expertise as required under the Contract. Upon request of the Department, Contractor may also be required to provide technical assistance or expert witness services under the Contract. All Services requested are initiated by the Department with a Work Authorization/Supplemental Form (see Attachment C). No minimum amount of work will be guaranteed under the Contract(s).

### **1. Contractor Response and Service Time**

Contractor shall provide the Services on an “as needed” basis, twenty-four (24) hours-a-day, seven (7) days-a-week, fifty-two (52) weeks-a-year and shall be able to respond to these Services throughout the State of Florida or in the Region(s) as identified in their Contract. Contractor shall maintain a physically monitored twenty-four (24) hour telephone number for purposes of event notification. Pager and answering machine numbers are NOT acceptable.

Contractor is expected to arrive on-site at the Event location with the appropriate equipment and personnel as soon as possible, but no longer than four (4) hours after receiving the initial notification by an authorized Office of Emergency Response (OER) representative.

### **2. Late Fee Assessment**

Failure to arrive at the designated event location with the required personnel, equipment, and materials, within the four (4) hour response time is considered a breach of this Contract, and liquidated damages will be assessed at the rate of two hundred dollars (\$200.00) per hour for each hour (or a pro-rated portion of an hour) that exceeds the four (4) hour response time frame (Late Fee). At the discretion of the Department, the Late Fee may be waived, this will be addressed on a case-by-case basis or during non-emergencies. The Late Fee Assessment will be included on the DEP Office of Emergency Response Daily Report Form (Attachment D) and reflected on the Office of Emergency Response Contractual Services Invoice (Attachment E). The parties agree that response time is critical to the performance of this Contract, that actual damages caused by failing to arrive at the designated time are impossible to assess at this point, that the Late Fee is a reasonable assessment of damages, and are not considered a penalty. The Late fee is the exclusive remedy for the Department for this specific breach. The Department reserves the right use the Late Fee to offset any moneys owed to the Contractor.

### **3. OER Response Team**

The OER responding team will be on the event site within two (2) hours of the Event notification. The OER response team includes environmental investigators who are cleared to enter the contaminated areas known as “hot zones”, their purpose is to document and collect criminal evidence from the event site. Additionally, technician-level responders are trained to conduct forensic sampling of unknown materials for the purpose of field and analytical testing at a designated support laboratory.

### **4. Contractor Obligations**

Contractor shall have the ability and resources to respond to the following events:

- general emergency situations (events) involving regulated materials;
- short-term mitigation efforts;
- respond to abandoned containers;
- uncontrolled hazardous material releases;

- pollutant discharges in the coastal zone; and
- any situation determined by the OER to represent a threat to the public or the environment of the State of Florida.

Contractor may be required to:

- provide health or environmental monitoring of a site;
- sample both hazardous and non-hazardous materials;
- analyze samples;
- neutralize releases;
- decontaminate personnel, equipment or structures;
- remove fuel from sunken or sinking vessels;
- transport hazardous and non-hazardous materials and samples;
- deploy boom, skimmers or other oil spill response equipment;
- excavate areas where hazardous or non-hazardous materials may be buried; and/or
- provide site cleanup services.

Hazardous materials that may be encountered include, but are not limited to:

- pollutants;
- oil and any of its derivatives;
- hazardous substances;
- hazardous waste
- biomedical waste;
- chemical or biological warfare agents;
- solid waste;
- unknown material; or
- any material that is regulated by the DEP or the federal government which may be a threat to the public health or environment.

## **5. Laboratory Services**

Contractor shall provide laboratory services on a twenty-four (24) hour turn-around basis as requested by the Department. Refer to Attachment G, Quality Assurance Requirements for Department Contracts. All sampling and analyses performed under the Contract must conform with the requirements set forth in [Chapter 62-160, F.A.C., Quality Assurance](#), and the Department's Quality Assurance requirements published in the "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), April 2002 located at [Florida DEP Laboratory](#).

## **6. Waste - Package and Transport**

Contractor is required to package and transport all wastes according to the [U.S. Department of Transportation \(DOT\) Regulations](#). Contractor shall be required to transport all materials collected from the event site to the Department hazardous waste storage area, or other location as instructed and authorized by the Department. The Department is responsible for ensuring that the transportation of all materials and waste collected from the site are transported from the temporary storage area to the final waste disposal site. At the Department discretion they may designate a Contractor, not on the assigned

Contract to be responsible for the transportation of the waste, this will be determined by the OER On-Scene Coordinator (OSC).

The OSC may request the Contractor to provide transportation and disposal services when:

- the Contractor is capable of disposing the contaminated waste at their facility;
- the wastes are identified as non-hazardous solid waste, biomedical wastes, or chemical or biological warfare agents;
- on-site treatment or destruction is the preferred disposal method;
- the Parties can negotiate fixed-price that is agreeable to both parties for disposal;
- an on-going Work Authorization requires scheduled maintenance, cleanup services or monitoring; and/or
- the OER determines the emergency services Contractor is best suited to provide the transportation and disposal services.

### **1.02 Work Authorization Form**

The Work Authorization/Supplemental Form (“Work Authorization Form”) (Attachment C) shall be issued by the Department and utilized for both the original Work Authorization and the Work Authorization Supplementals (Change Orders). The Contractor or its subcontractors shall not commence work on the Services under a Work Authorization Form until the Work Authorization Form has been fully executed by both the Department and the Contractor. The Work Authorization Form includes the estimated not to exceed price for the Service, Contractor is not authorized to perform any Services that exceed the total amount authorized for each Work Authorization Form unless a Supplemental Work Authorization has been completed and agreed upon by both the Department and the Contractor. To submit a change order, use the same Work Authorization/Supplemental Form and check the box labeled “Supplemental WAF”.

The following Department team members have delegated authority to execute Work Authorization/Supplemental Forms for or on behalf of the Department:

- Emergency Response Managers and Emergency Response Specialists

Contractor shall identify and provide the contact information for representatives with delegated authority authorized to execute Work Authorization/Supplemental Forms for or on behalf of their company. These representatives should be the Contractor’s Site Supervisor or a higher-level position.

If determined that an authorized work assignment will exceed six (6) months to complete, this shall be documented on the Work Authorization Form. Should it be determined that the authorized work will exceed six (6) months to complete after the Work Authorization Form has been fully executed, a Work Authorization/Supplemental Form shall be executed. When a work assignment will exceed six (6) months to complete, it is documented on the Work Authorization Form that itemized monthly invoices are allowed.

### **1.03 DEP Office of Emergency Response Daily Report Form**

The DEP Office of Emergency Response Daily Report Form (“Daily Report”) (Attachment D) shall be used by the Department and the Contractor to track all details of the Event. When the project/event is complete, it will be used to reconcile the Office of Emergency Response Contractual Services Invoice (Attachment E).

#### **1.04 Recovery of Cleanup Costs and Conflict-of-Interest Disclosure**

The State of Florida may seek recovery of the costs for cleanup of specific sites from any and all responsible parties and must anticipate the possibility of litigation. In order to avoid a conflict-of-interest, or the appearance of a conflict-of-interest, the State of Florida requires that the Contractor notify the Department in writing within five (5) days of the Contractor's discovery of a potential conflict-of-interest and make such continuing disclosure throughout the term of the Contract, of any present or anticipated contractual or other business relationship between the Contractor, or any subcontractor of the Contractor, and any of the persons or entities who are, or may be, responsible for that site. The Department agrees to notify the Contractor of all potentially responsible parties for a site on which a Contractor is performing services when such information becomes available to the Department. The Department shall notify the Contractor within ten (10) days of receipt of such notification whether or not it deems a conflict-of-interest to exist.

For the purposes of the Contract, a Contractor or subcontractor who had a business relationship with one of the responsible parties or had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or has been engaged by independent legal representatives on behalf of any such parties, establishes a conflict-of-interest or an appearance of a conflict-of-interest exists, and should be reported to the Department .

Upon reporting to the Department, a full disclosure must include a description of the action that the Contractor has taken, or proposes to take, to avoid or to mitigate such conflicts-of-interest. In addition to the Contractor's duty to disclose any conflict-of-interest as described above, the Department shall retain and exercise the right to determine on its own initiative whether or not a conflict-of-interest on the part of the Contractor exists. The Department may terminate the Contract if the Department deems such termination to be in the best interest of the Department or may terminate the Contractor's assignment to a particular site or sites based upon its assessment of the potential conflict-of-interest.

#### **1.05 Invoicing Process**

Contractor shall submit invoices upon the completion of each Work Authorization assignment using the Contractual Services Invoice Form (Attachment E). The final invoice shall be submitted within thirty (30) days of completion of the assignment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit. The invoice submission shall consist of the following documentation, as well as any additional documents and/or event specific guidelines.

- a) One (1) copy of the invoice must be submitted by email to the Department Contract Manager.
- b) Backup documentation to include the executed Work Authorization Form/Supplemental Form (Attachment C), all test results, profiles, manifest, certificates of disposal, DEP Office of Emergency Response Daily Report Form (Attachment D), and any other documents applicable to the Event.
- c) One (1) hard copy of each invoice must be submitted by mail to the Department Contract Manager at the designated DEP address and it shall include the same backup documentation as the emailed version sent to the Contract Manager.
- d) The Subcontractor Utilization Report Form (Attachment H) shall be included in both the emailed and hard copy mailed invoice submissions. Failure to provide a Subcontractor Utilization Report Form with an invoice shall result in a delay in processing the invoice for payment until such time

as the appropriate information is provided to the Department. Subcontractors rates shall NOT exceed those identified in the Rate Schedule (Attachment B).

- e) Due to different disposal timeframes, the Contractor may submit invoices for sub-work assignments completed in their entirety prior to the overall completion of an authorized work assignment. This must be authorized by the Department Contract Manager on a case-by-case basis.
- f) In the event that a Work Authorization assignment will exceed six (6) months to complete, the Contractor may submit invoices on a monthly basis. The Department must approve in writing prior to signing the original Work Authorization Form an Event. Each monthly invoice shall be submitted as detailed above.
- g) All vehicles, equipment, and supplies shall not exceed the Contract rates identified on the Rate Schedule (Attachment B). Contractor invoices reflecting rates higher than the agreed upon Contract rates on the Rate Schedule shall be rejected for payment and an amended invoice will be required.

#### **1.06 Cost Plus Fee**

Costs (charges) that are NOT identified on the Rate Schedule (Attachment B) will be compensated as a Cost Plus Fee. This type of cost is required due to unanticipated types of events that are within the Scope of the Contract but require specialized commodities and/or services.

Cost Plus Fees must be approved **IN ADVANCE**, in writing or verbally by the OER On-Scene Coordinator and be noted on the DEP OER Daily Report Form (Attachment D). The Cost Plus Fee will NOT replace any line item identified on the Rate Schedule, the Cost Plus Fee will ONLY be approved for an unanticipated, out of the normal event type situation that is not identified on the Rate Schedule.

The Department will accept an additional service fee percentage (%) to be included in the invoice of the APPROVED Cost Plus Fee commodity and/or service. This service fee percentage (%) identified below, is ONLY allowed on Department APPROVED Cost Plus Fees for the commodity and/or service, and the service fee percentage (%) may NOT be used for any line items on the Rate Schedule:

- Cost Plus Fee invoices in an amount of less than \$5,000.00, the service fee percentage (%) MAY NOT EXCEED three (3) percent (%) of the total Cost Plus Fee for that event.
- Cost Plus Fee invoices in an amount of \$5,001.00 or greater, the service fee MAY NOT EXCEED five (5) percent (%) of the total Cost Plus Fee for that event.

#### **1.07 Contractor's General Responsibilities.**

Contractor must designate a single Point of Contact (POC) to communicate and oversee the Services provided to the Department. The Contractor must also:

- monitor the alignment of the overall project timelines;
- respond to any Contract questions or concerns;
- provide status updates as requested by the Department;
- manage the details of the Work Authorization and Daily Report forms to ensure timelines and services and materials remain within the Department budget for that Event;
- be proactive in the identification and communication of possible challenges or issues that may arise; and

- provide coordination of the quality control of the Event.

The Department will designate a Contract Manager and/or delegate to communicate with the Contractors' designated POC and serve as a liaison to the Department. This designated POC will ensure the established project timelines and budget authority are monitored and met for the Department.

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**ATTACHMENT B - RATE SCHEDULE  
NORTHWEST REGION**

Line Item #	Job Title (Position)	Original Contract Term (Years 1 - 5)				Renewal Contract Term (Years 1 - 5)				Line Descriptions and Unit Rate Description
		Standard Hourly Labor Rate	Overtime Hourly Labor Rate			Standard Hourly Labor Rate	Overtime Hourly Labor Rate			
1	Project Manager	\$ 125.00	\$ 125.00			\$ 138.00	\$ 138.00			<b>Job Title and Hourly Labor Rate</b> The rate per hour must include all things necessary to provide the commodities and contractual services as specified in the Scope for each Job Title, including but not limited to overhead, and general and administrative cost. There will be no minimum charge.  Line Items 1 through 17 provide the Rates for: -Price per Standard Hourly Labor Rate -Price per Overtime Hourly Labor Rate  Labor and equipment rates are "from portal-to-portal" which is from the Contractor facility back to Contractor facility and shall be calculated from the nearest location identified on the Contractor Equipment Inventory List by Location worksheet. <b>Standard Time</b> - Monday through Friday, 8:00 a.m. – 5:00 p.m. (applicable time zone, CT or ET ) or the first eight (8) hours of those core hours worked. <b>Overtime</b> - Before 8:00 a.m. (applicable time zone, CT or ET); or after 5:00 p.m. (applicable time zone, CT or ET); or after the eight (8) hour work day is complete; or Saturday/Sunday; or State recognized holidays. <b>State recognized holidays:</b> January - New Year's Day and Martin Luther King Jr. Day; May - Memorial Day; July - Independence Day; September - Labor Day; November - Veteran's Day and Thanksgiving (Thursday and Friday); and December - Christmas Day <b>Time Zones</b> - Florida has two (2) time zones, Central (CT) and Eastern Time (ET) zones.
2	Site Safety Officer	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
3	Engineer (PE)	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
4	Engineer	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
5	Senior Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
6	Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
7	General Scientist	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
8	Geologist/Hydrogeologist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
9	Site Supervisor	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
10	Site Foreman	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
11	Recovery Technician	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
12	Equipment Operator	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
13	General Laborer	\$ 45.00	\$ 60.75			\$ 50.00	\$ 67.00			
14	Truck Driver	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
15	Explosive Specialist	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
16	Diver	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
17	Welder	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
Line Item #	Description/Type of Vehicles and Equipment	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Vehicles
18	Response Vehicle, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.  Line Items 18 through 180 provide the Rates for:  - Hourly - Rate for per hour for equipment usage.  - Daily - Available after six (6) consecutive hours of equipment use, including standby hours.  - Weekly - Use for equipment after five (5) consecutive days of equipment use, including standby hours.  - Standby/Day - Applied when equipment has been tasked by a State On-Scene Coordinator (SOSC) but is not actively being used.  NOTE: Long-term equipment usage rates, more than one (1) week, shall be negotiated on a lump sum/fixed-price basis.  NOTE: Rental rates for equipment such as containment boom and other itemized equipment, shall not exceed the total replacement cost of the item.  NOTE: Response vehicles or trailers are defined as units that are fully equipped with various Personal Protective Equipment (PPE), breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the awarded Contractor(s).
19	Response Vehicle, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
20	Response Trailer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
21	Stakebed Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
22	Stakebed Truck, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
23	Box Truck, 1 Ton	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
24	Box Truck, 3 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
25	Automobile/Van	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
26	Pickup Truck, 2x4	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
27	Pickup Truck, 4x4	\$ 18.00	\$ 144.00	\$ 720.00	\$ 72.00	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	
28	Pickup Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
29	Semi-Tractor	\$ 70.00	\$ 560.00	\$2,800.00	\$ 280.00	\$ 77.00	\$ 616.00	\$3,080.00	\$ 308.00	
30	Semi-Tractor W/ Cargo Trailer	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
31	Semi-Tractor W/ Tanker	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
32	Vacuum Truck, 4000 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
33	Vacuum Truck, 3300 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
34	Vacuum Unit, 2500 gallon	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
35	Dump Truck, 15 yards	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
36	Dump Truck, 25 yards	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
37	Roll-Off Truck	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
38	Roll-Off Box, 20 yards	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
39	Drill Rig Truck	\$ 80.00	\$ 640.00	\$3,200.00	\$ 320.00	\$ 88.00	\$ 704.00	\$3,520.00	\$ 352.00	
40	Jet Truck, 1500 PSI	\$ 220.00	\$1,760.00	\$8,800.00	\$ 880.00	\$ 242.00	\$1,936.00	\$9,680.00	\$ 968.00	
41	Decontamination Trailer, 25 ft.	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
42	Office Trailer, 30 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
43	Lowboy Equipment Trailer, 24 ft.	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
44	Utility Trailer, 16 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
45	Storage Trailer, 20 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
46	Bomb Trailer	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
47	Industrial Loader (Vac-Con)	\$ 125.00	\$1,000.00	\$5,000.00	\$ 500.00	\$ 138.00	\$1,104.00	\$5,520.00	\$ 552.00	
48	Non-Potable Water Truck	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
49	Frac Tank	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
50	Gradall Excavator (or equivalent)	\$ 40.00	\$ 320.00	\$1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$1,760.00	\$ 176.00	
51	Mini-Excavator 2,000 – 9,000 lbs (or equivalent)	\$ 94.00	\$ 749.00	\$ 3,745.00	\$ 374.50	\$ 103.00	\$ 824.00	\$ 4,120.00	\$ 412.00	
52	Mini-Excavator 9,000 – 16,000 lbs (or equivalent)	\$ 101.00	\$ 805.00	\$ 4,025.00	\$ 402.50	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
53	Mini-Excavator 16,000 – 40,000 lbs (or equivalent)	\$ 134.00	\$ 1,069.00	\$ 5,345.00	\$ 534.50	\$ 147.00	\$ 1,176.00	\$ 5,880.00	\$ 588.00	
54	Excavator 40,000 – 60,000 lbs (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
55	Excavator 60,000 – 80,000 lbs (or equivalent)	\$ 216.00	\$ 1,725.00	\$ 8,625.00	\$ 862.50	\$ 238.00	\$ 1,904.00	\$ 9,520.00	\$ 952.00	
56	Excavator - Longneck (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
57	Excavator Attachment (or equivalent)	\$ 25.00	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$ 1,120.00	\$ 112.00	
58	Bulldozer - 80 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
59	Bulldozer - 90 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
60	Bulldozer - 100 Horsepower (or equivalent)	\$ 176.00	\$ 1,404.00	\$ 7,020.00	\$ 702.00	\$ 194.00	\$ 1,552.00	\$ 7,760.00	\$ 776.00	

**ATTACHMENT B - RATE SCHEDULE  
NORTHWEST REGION**

61	Backhoe - Standard 90 Horsepower (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
62	Wheel Loader - 1-2 Yards (or equivalent)	\$ 110.00	\$ 881.00	\$ 4,405.00	\$ 440.50	\$ 121.00	\$ 968.00	\$ 4,840.00	\$ 484.00	
63	Wheel Loader - 2-4 Yards (or equivalent)	\$ 154.00	\$ 1,232.00	\$ 6,160.00	\$ 616.00	\$ 169.00	\$ 1,352.00	\$ 6,760.00	\$ 676.00	
64	Walk Behind Sweeper (or equivalent)	\$ 38.00	\$ 300.00	\$ 1,500.00	\$ 150.00	\$ 42.00	\$ 336.00	\$ 1,680.00	\$ 168.00	
65	Extend-A-Hoe (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
66	Bobcat Skid Loader (or equivalent)	\$ 102.00	\$ 819.00	\$ 4,095.00	\$ 409.50	\$ 112.00	\$ 896.00	\$ 4,480.00	\$ 448.00	
67	On-Road Fork Lift (or equivalent)	\$ 76.00	\$ 609.00	\$ 3,045.00	\$ 304.50	\$ 84.00	\$ 672.00	\$ 3,360.00	\$ 336.00	
68	Motor Grader (or equivalent)	\$ 137.00	\$ 1,099.00	\$ 5,495.00	\$ 549.50	\$ 151.00	\$ 1,208.00	\$ 6,040.00	\$ 604.00	
69	Off-Road Fork Lift (or equivalent)	\$ 120.00	\$ 956.00	\$ 4,780.00	\$ 478.00	\$ 132.00	\$ 1,056.00	\$ 5,280.00	\$ 528.00	
70	Work Boat, 12 feet	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	<b>Water Response Equipment:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. Boats shall include an adequate working motor. Skimmers shall include all hoses and connections. There will be no minimum charge.
71	Work Boat, 16 feet	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
72	Work Boat, 19 feet	\$ 150.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 165.00	\$ 1,320.00	\$ 6,600.00	\$ 660.00	
73	Work Boat, 25 feet	\$ 200.00	\$ 1,600.00	\$ 8,000.00	\$ 800.00	\$ 220.00	\$ 1,760.00	\$ 8,800.00	\$ 880.00	
74	Containment Boom, 6 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
75	Containment Boom, 8 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
76	Containment Boom, 10 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
77	Containment Boom, 18 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
78	Containment Boom, 26 feet (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
79	Weir-Type Skimmer	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	<b>Lights and Generators:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.
80	Drum Skimmer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
81	Generator, 5 Killowatt (KW)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
82	Generator, 10 Killowatt (KW)	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
83	Generator, 15 Killowatt (KW)	\$ 12.00	\$ 96.00	\$ 480.00	\$ 48.00	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	
84	Generator, 30 Killowatt (KW)	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	\$ 14.00	\$ 112.00	\$ 560.00	\$ 56.00	
85	Generator, 50 Killowatt (KW)	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
86	Portable Lighting	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	<b>Pumps and Hoses:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
87	Submersible Pump, 2 inches	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
88	Submersible Pump, 3 inches	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
89	Diaphragm Pump, 2 inches	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	
90	Diaphragm Pump, 3 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
91	Diaphragm Pump, 4 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
92	Centrifugal Pump, 2 inches	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	
93	Centrifugal Pump, 3 inches	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
94	Centrifugal Pump, 4 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
95	Trash Pump, 3 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
96	Trash Pump, 4 inches	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
97	Drum Pump	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00	
98	Discharge Hose, 2 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
99	Discharge Hose, 3 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
100	Suction Hose, 3 inches (price per foot)	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	
101	Air Compressor, 185 CFM	\$ 30.00	\$ 240.00	\$ 1,200.00	\$ 120.00	\$ 33.00	\$ 264.00	\$ 1,320.00	\$ 132.00	<b>Compression Equipment and Blowers:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
102	Air Blower, 350 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
103	Air Blower, 500 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
104	Portable Pressure Washer	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
105	Steam Washer, 350,000 BTU	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	
106	pH Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Field Testing Equipment</b> There will be no minimum charge.
107	Explosimeter/Combustible Gas Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
108	Radiation Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
109	Photoionization Detector (PID)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
110	Organic Vapor Analyzer (OVA)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
111	Turbidity Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
112	Dissolved Oxygen Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
113	Portable Gas Chromatograph	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
114	HazCat Kit	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
115	Electromatic Induction EM-31	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
116	Metal Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
117	Vapor Detector Pump (such as Draeger)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
118	Vapor Detector Tubes (Price per tube)	\$ 15.00				\$ 17.00				
119	Oxygen/Acetylene Torch	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Specialized and Miscellaneous Equipment:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
120	Electric Welder	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
121	Chain Saw	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
122	Weedeater	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
123	Jackhammer	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
124	Drum Cart	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
125	S.S. Hand Auger	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
126	Power Auger	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	



**ATTACHMENT B - RATE SCHEDULE  
NORTHWEST REGION**

127	Split Spoon Sampler	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
128	Cylinder Patch Kit	\$ 62.50	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 69.00	\$ 552.00	\$ 2,760.00	\$ 276.00
129	Non-Sparking Tool Kit	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
130	Portable Laptop Computer	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00
131	2-Way Radios	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
132	Cascade System (breathing air)	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00
133	Steel, Bung – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
134	Steel, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
135	Steel, Bung – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
136	Steel, Bung – New (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
137	Steel, Bung – New (85 gallons)	\$ 150.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ -	\$ -
138	Steel, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
139	Steel, Bung – Reconditioned (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
140	Steel, Bung – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
141	Steel, Bung – Reconditioned (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
142	Steel, Bung – Reconditioned (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
143	Steel, Open-Head – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
144	Steel, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
145	Steel, Open-Head – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
146	Steel, Open-Head – New (55 gallons)	\$ 60.00	\$ -	\$ -	\$ -	\$ 66.00	\$ -	\$ -	\$ -
147	Steel, Open-Head – New (85 gallons)	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
148	Steel, Open-Head – Reconditioned (5 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
149	Steel, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
150	Steel, Open-Head – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
151	Steel, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
152	Steel, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
153	Poly, Bung – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
154	Poly, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
155	Poly, Bung – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
156	Poly, Bung – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
157	Poly, Bung – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
158	Poly, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
159	Poly, Bung – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
160	Poly, Bung – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
161	Poly, Bung – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
162	Poly, Bung – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
163	Poly, Open-Head – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
164	Poly, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
165	Poly, Open-Head – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
166	Poly, Open-Head – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
167	Poly, Open-Head – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
168	Poly, Open-Head – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
169	Poly, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
170	Poly, Open-Head – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
171	Poly, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
172	Poly, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
173	Fiberboard (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
174	Fiberboard (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
175	Fiberboard (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
176	Fiberboard (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
177	Fiberboard (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
178	Poly Overpack Drum, 65 gallons	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
179	Poly Overpack Drum, 95 gallons	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
180	Steel Overpack Drum, 110 gallons	\$ 180.00	\$ -	\$ -	\$ -	\$ 198.00	\$ -	\$ -	\$ -
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Rate Per Person per Day</b>				<b>Rate Per Person per Day</b>			
181	Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	1,000.00				1,100.00			
182	Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	600.00				660.00			
183	Level C (APR, Saranex suit, inner & outer gloves, boots, etc.)	200.00				220.00			
184	Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	50.00				55.00			

**Drums & Containers:**  
Price per Container rate includes delivery to and from the site. There will be no minimum charge.

**Personal Protective Equipment (PPE):**  
PPE Level - use this list when complete levels of protection are used. There will be no minimum charge.

**ATTACHMENT B - RATE SCHEDULE  
NORTHWEST REGION**

185	Work Clothes (General work clothes, safety boots, cloth gloves)	\$	20.00		\$	22.00				
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Price as Per Unit or Per Pair as applicable</b>								<b>Itemized Personal Protective Equipment (PPE):</b> Use this list when full levels of protection are not used, or extra items are needed. There will be no minimum charge.
186	Self-Contained Breathing Apparatus (SCBA) (unit)	\$	100.00		\$	110.00				
187	Air Purifying Respirators (APR) (unit)	\$	10.00		\$	11.00				
188	Respirator Cartridges (unit)	\$	30.00		\$	33.00			Price as indicated in each line item description: -Price per Unit -Price per Pair	
189	Tyvek Suit (unit)	\$	11.20		\$	12.30				
190	Saranex Suit (unit)	\$	56.00		\$	61.60				
191	Poly Rain Suit (unit)	\$	16.80		\$	18.50				
192	Acid Suit (unit)	\$	56.00		\$	61.60				
193	Polypropylene Suit (unit)	\$	22.40		\$	24.60				
194	Disposable Level A Vapor Protective Suit (unit)	\$	1,687.00		\$	1,855.70				
195	Disposable Latex Sample Gloves (pair)	\$	0.10		\$	0.10				
196	PVC Gloves (pair)	\$	4.70		\$	5.20				
197	Viton Gloves (pair)	\$	84.00		\$	92.40				
198	Nitrile Gloves (pair)	\$	0.60		\$	0.70				
199	Neoprene Gloves (pair)	\$	4.70		\$	5.20				
200	Butyl Gloves (pair)	\$	21.00		\$	23.10				
201	Leather Palm Work Gloves (pair)	\$	2.50		\$	2.80				
202	Rubber Boots (pair)	\$	35.00		\$	38.50				
203	Neoprene Boots (pair)	\$	56.00		\$	61.60				
204	PVC Boots (pair)	\$	29.40		\$	32.30				
205	Polyurethane Boots (pair)	\$	56.00		\$	61.60				
206	Disposable Latex Overboots (pair)	\$	12.60		\$	13.90				
207	Chest Waders (pair)	\$	212.80		\$	234.10				
208	Hip Boots (pair)	\$	93.80		\$	103.20				
<b>Line Item #</b>	<b>Expendables - Sampling Equipment Description</b>	<b>Price per Unit</b>	<b>Price per Dozen</b>		<b>Price per Unit</b>	<b>Price per Dozen</b>			<b>Expendables - Sampling Equipment:</b> Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.	
209	VOC Vial, 40 milliliters (EPA Level 1)	\$	1.50	\$	15.00	\$	1.70	\$	16.50	
210	Jar, 250 milliliters (EPA Level 1)	\$	2.50	\$	25.00	\$	2.80	\$	27.50	
211	Jar, 500 milliliters (EPA Level 1)	\$	3.50	\$	35.00	\$	3.90	\$	38.50	
212	Jar, 1 Quart/Liter (EPA Level 1)	\$	5.00	\$	50.00	\$	5.50	\$	55.00	
213	VOC Vial, 40 milliliters	\$	1.00	\$	10.00	\$	1.10	\$	11.00	
214	Jar, 250 milliliters	\$	2.00	\$	20.00	\$	2.20	\$	22.00	
215	Jar, 500 milliliters	\$	3.00	\$	30.00	\$	3.30	\$	33.00	
216	Jar, Quart/Liter	\$	4.00	\$	40.00	\$	4.40	\$	44.00	
217	Disposable Bailer	\$	12.00	\$	120.00	\$	13.20	\$	132.00	
218	Glass Sample Rods	\$	3.00	\$	30.00	\$	3.30	\$	33.00	
219	Teflon Sample Tube	\$	15.00	\$	150.00	\$	16.50	\$	165.00	
220	Disposable Coliwasa	\$	10.00	\$	100.00	\$	11.00	\$	110.00	
<b>Line Item #</b>	<b>Miscellaneous Materials Description</b>	<b>Price as indicated in each line item: Per Bag - Per Pad - Per Bale - Per Foot - Per Unit-Per Roll</b>								<b>Miscellaneous Materials:</b> Price as indicated in each line item description: - Per Bag - Per Pad - Per Bale - Per Foot - Per Unit - Per Roll There will be no minimum charge.
221	Vermiculite (Per Bag)	\$	16.80	\$	-	\$	-	\$	-	
222	Clay Oil Absorbent (Per 50 lb. Bag)	\$	11.00	\$	-	\$	-	\$	-	
223	"Spill Magic" Quick Sorb (Per 25 lb. Bag)	\$	15.40	\$	-	\$	-	\$	-	
224	Soda Ash (Per 100 lb. Bag)	\$	34.30	\$	-	\$	-	\$	-	
225	Lime (Per 50 lb. Bag)	\$	17.20	\$	-	\$	-	\$	-	
226	Sodium Bicarbonate (Per 50 lb. Bag)	\$	34.30	\$	-	\$	-	\$	-	
227	Absorbent Pads (Per Pad)	\$	0.30	\$	-	\$	-	\$	-	
228	Absorbent Pads (Per Bale)	\$	32.20	\$	-	\$	-	\$	-	
229	Absorbent Sweep (Per Bale)	\$	313.60	\$	-	\$	-	\$	-	
230	Absorbent Boom, 5 inches (Per Foot)	\$	1.40	\$	-	\$	-	\$	-	
231	Absorbent Boom, 8 inches (Per Foot)	\$	1.80	\$	-	\$	-	\$	-	
232	Oil Snare On-A-Rope (Per Unit)	\$	78.40	\$	-	\$	-	\$	-	
233	Oil Snare, Loose (Per Unit)	\$	74.20	\$	-	\$	-	\$	-	
234	Visqueen, 24' x 100' x 4 milliliters (Per Roll)	\$	210.00	\$	-	\$	-	\$	-	
235	Poly Bags (Per Bag)	\$	30.10	\$	-	\$	-	\$	-	
236	Poly Bags (Per Roll)	\$	78.40	\$	-	\$	-	\$	-	
237	Roll-off Liner (Per Unit)	\$	30.10	\$	-	\$	-	\$	-	
238	Dump Truck Liner (Per Unit)	\$	30.10	\$	-	\$	-	\$	-	
239	Drum Liner (Per Unit)	\$	78.40	\$	-	\$	-	\$	-	
240	Drum Label (Per Unit)	\$	0.40	\$	-	\$	-	\$	-	
241	Barricade Tape (Per Roll)	\$	97.80	\$	-	\$	-	\$	-	

**ATTACHMENT B - RATE SCHEDULE  
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242	Survey Tape (Per Roll)	\$ 1.30	\$ -	\$ -	\$ -	\$ 1.40	\$ -	\$ -	\$ -	
243	Duct Tape (Per Roll)	\$ 18.90	\$ -	\$ -	\$ -	\$ 20.80	\$ -	\$ -	\$ -	
244	Polyethylene Barrier Fence, 4' x 100' (Per Roll)	\$ 40.50	\$ -	\$ -	\$ -	\$ 44.60	\$ -	\$ -	\$ -	
<b>Line Item #</b>	<b>Sampling Description</b>	<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Handling Fee</b> There will be no minimum charge.		
245	Sample Charge #1 - Includes all costs. (for cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations.	\$ 185.00	\$ -		\$ 203.50	\$ -				
246	Sample Charge #2 - Charge per sample if OER supplies the cooler, packs and ships the samples.	\$ -	\$ 50.00		\$ -	\$ 55.00				

**ATTACHMENT B - RATE SCHEDULE  
NORTHEAST REGION**

Line Item #	Job Title (Position)	Original Contract Term (Years 1 - 5)				Renewal Contract Term (Years 1 - 5)				Line Descriptions and Unit Rate Description
		Standard Hourly Labor Rate	Overtime Hourly Labor Rate			Standard Hourly Labor Rate	Overtime Hourly Labor Rate			
1	Project Manager	\$ 125.00	\$ 125.00			\$ 138.00	\$ 138.00			<b>Job Title and Hourly Labor Rate</b> The rate per hour must include all things necessary to provide the commodities and contractual services as specified in the Scope for each Job Title, including but not limited to overhead, and general and administrative cost. There will be no minimum charge.  Line Items 1 through 17 provide the Rates for: -Price per Standard Hourly Labor Rate -Price per Overtime Hourly Labor Rate  Labor and equipment rates are "from portal-to-portal" which is from the Contractor facility back to Contractor facility and shall be calculated from the nearest location identified on the Contractor Equipment Inventory List by Location worksheet. <b>Standard Time</b> - Monday through Friday, 8:00 a.m. – 5:00 p.m. (applicable time zone, CT or ET ) or the first eight (8) hours of those core hours worked. <b>Overtime</b> - Before 8:00 a.m. (applicable time zone, CT or ET); or after 5:00 p.m. (applicable time zone, CT or ET); or after the eight (8) hour work day is complete; or Saturday/Sunday; or State recognized holidays. <b>State recognized holidays:</b> January - New Year's Day and Martin Luther King Jr. Day; May - Memorial Day; July - Independence Day; September - Labor Day; November - Veteran's Day and Thanksgiving (Thursday and Friday); and December - Christmas Day <b>Time Zones</b> - Florida has two (2) time zones, Central (CT) and Eastern Time (ET) zones.
2	Site Safety Officer	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
3	Engineer (PE)	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
4	Engineer	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
5	Senior Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
6	Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
7	General Scientist	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
8	Geologist/Hydrogeologist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
9	Site Supervisor	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
10	Site Foreman	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
11	Recovery Technician	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
12	Equipment Operator	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
13	General Laborer	\$ 45.00	\$ 60.75			\$ 50.00	\$ 67.00			
14	Truck Driver	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
15	Explosive Specialist	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
16	Diver	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
17	Welder	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
Line Item #	Description/Type of Vehicles and Equipment	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Vehicles
18	Response Vehicle, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.  Line Items 18 through 180 provide the Rates for:  - Hourly - Rate for per hour for equipment usage.  - Daily - Available after six (6) consecutive hours of equipment use, including standby hours.  - Weekly - Use for equipment after five (5) consecutive days of equipment use, including standby hours.  - Standby/Day - Applied when equipment has been tasked by a State On-Scene Coordinator (SOSC) but is not actively being used.  NOTE: Long-term equipment usage rates, more than one (1) week, shall be negotiated on a lump sum/fixed-price basis.  NOTE: Rental rates for equipment such as containment boom and other itemized equipment, shall not exceed the total replacement cost of the item.  NOTE: Response vehicles or trailers are defined as units that are fully equipped with various Personal Protective Equipment (PPE), breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the awarded Contractor(s).
19	Response Vehicle, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
20	Response Trailer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
21	Stakebed Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
22	Stakebed Truck, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
23	Box Truck, 1 Ton	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
24	Box Truck, 3 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
25	Automobile/Van	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
26	Pickup Truck, 2x4	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
27	Pickup Truck, 4x4	\$ 18.00	\$ 144.00	\$ 720.00	\$ 72.00	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	
28	Pickup Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
29	Semi-Tractor	\$ 70.00	\$ 560.00	\$2,800.00	\$ 280.00	\$ 77.00	\$ 616.00	\$3,080.00	\$ 308.00	
30	Semi-Tractor W/ Cargo Trailer	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
31	Semi-Tractor W/ Tanker	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
32	Vacuum Truck, 4000 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
33	Vacuum Truck, 3300 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
34	Vacuum Unit, 2500 gallon	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
35	Dump Truck, 15 yards	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
36	Dump Truck, 25 yards	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
37	Roll-Off Truck	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
38	Roll-Off Box, 20 yards	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
39	Drill Rig Truck	\$ 80.00	\$ 640.00	\$3,200.00	\$ 320.00	\$ 88.00	\$ 704.00	\$3,520.00	\$ 352.00	
40	Jet Truck, 1500 PSI	\$ 220.00	\$1,760.00	\$8,800.00	\$ 880.00	\$ 242.00	\$1,936.00	\$9,680.00	\$ 968.00	
41	Decontamination Trailer, 25 ft.	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
42	Office Trailer, 30 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
43	Lowboy Equipment Trailer, 24 ft.	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
44	Utility Trailer, 16 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
45	Storage Trailer, 20 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
46	Bomb Trailer	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
47	Industrial Loader (Vac-Con)	\$ 125.00	\$1,000.00	\$5,000.00	\$ 500.00	\$ 138.00	\$1,104.00	\$5,520.00	\$ 552.00	
48	Non-Potable Water Truck	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
49	Frac Tank	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
50	Gradall Excavator (or equivalent)	\$ 40.00	\$ 320.00	\$1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$1,760.00	\$ 176.00	
51	Mini-Excavator 2,000 – 9,000 lbs (or equivalent)	\$ 94.00	\$ 749.00	\$ 3,745.00	\$ 374.50	\$ 103.00	\$ 824.00	\$ 4,120.00	\$ 412.00	
52	Mini-Excavator 9,000 – 16,000 lbs (or equivalent)	\$ 101.00	\$ 805.00	\$ 4,025.00	\$ 402.50	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
53	Mini-Excavator 16,000 – 40,000 lbs (or equivalent)	\$ 134.00	\$ 1,069.00	\$ 5,345.00	\$ 534.50	\$ 147.00	\$ 1,176.00	\$ 5,880.00	\$ 588.00	
54	Excavator 40,000 – 60,000 lbs (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
55	Excavator 60,000 – 80,000 lbs (or equivalent)	\$ 216.00	\$ 1,725.00	\$ 8,625.00	\$ 862.50	\$ 238.00	\$ 1,904.00	\$ 9,520.00	\$ 952.00	
56	Excavator - Longneck (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
57	Excavator Attachment (or equivalent)	\$ 25.00	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$ 1,120.00	\$ 112.00	
58	Bulldozer - 80 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
59	Bulldozer - 90 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
60	Bulldozer - 100 Horsepower (or equivalent)	\$ 176.00	\$ 1,404.00	\$ 7,020.00	\$ 702.00	\$ 194.00	\$ 1,552.00	\$ 7,760.00	\$ 776.00	

**ATTACHMENT B - RATE SCHEDULE  
NORTHEAST REGION**

61	Backhoe - Standard 90 Horsepower (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
62	Wheel Loader - 1-2 Yards (or equivalent)	\$ 110.00	\$ 881.00	\$ 4,405.00	\$ 440.50	\$ 121.00	\$ 968.00	\$ 4,840.00	\$ 484.00	
63	Wheel Loader - 2-4 Yards (or equivalent)	\$ 154.00	\$ 1,232.00	\$ 6,160.00	\$ 616.00	\$ 169.00	\$ 1,352.00	\$ 6,760.00	\$ 676.00	
64	Walk Behind Sweeper (or equivalent)	\$ 38.00	\$ 300.00	\$ 1,500.00	\$ 150.00	\$ 42.00	\$ 336.00	\$ 1,680.00	\$ 168.00	
65	Extend-A-Hoe (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
66	Bobcat Skid Loader (or equivalent)	\$ 102.00	\$ 819.00	\$ 4,095.00	\$ 409.50	\$ 112.00	\$ 896.00	\$ 4,480.00	\$ 448.00	
67	On-Road Fork Lift (or equivalent)	\$ 76.00	\$ 609.00	\$ 3,045.00	\$ 304.50	\$ 84.00	\$ 672.00	\$ 3,360.00	\$ 336.00	
68	Motor Grader (or equivalent)	\$ 137.00	\$ 1,099.00	\$ 5,495.00	\$ 549.50	\$ 151.00	\$ 1,208.00	\$ 6,040.00	\$ 604.00	
69	Off-Road Fork Lift (or equivalent)	\$ 120.00	\$ 956.00	\$ 4,780.00	\$ 478.00	\$ 132.00	\$ 1,056.00	\$ 5,280.00	\$ 528.00	
70	Work Boat, 12 feet	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	<b>Water Response Equipment:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. Boats shall include an adequate working motor. Skimmers shall include all hoses and connections. There will be no minimum charge.
71	Work Boat, 16 feet	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
72	Work Boat, 19 feet	\$ 150.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 165.00	\$ 1,320.00	\$ 6,600.00	\$ 660.00	
73	Work Boat, 25 feet	\$ 200.00	\$ 1,600.00	\$ 8,000.00	\$ 800.00	\$ 220.00	\$ 1,760.00	\$ 8,800.00	\$ 880.00	
74	Containment Boom, 6 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
75	Containment Boom, 8 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
76	Containment Boom, 10 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
77	Containment Boom, 18 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
78	Containment Boom, 26 feet (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
79	Weir-Type Skimmer	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	<b>Lights and Generators:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.
80	Drum Skimmer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
81	Generator, 5 Killowatt (KW)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
82	Generator, 10 Killowatt (KW)	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
83	Generator, 15 Killowatt (KW)	\$ 12.00	\$ 96.00	\$ 480.00	\$ 48.00	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	
84	Generator, 30 Killowatt (KW)	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	\$ 14.00	\$ 112.00	\$ 560.00	\$ 56.00	
85	Generator, 50 Killowatt (KW)	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
86	Portable Lighting	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	<b>Pumps and Hoses:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
87	Submersible Pump, 2 inches	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
88	Submersible Pump, 3 inches	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
89	Diaphragm Pump, 2 inches	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	
90	Diaphragm Pump, 3 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
91	Diaphragm Pump, 4 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
92	Centrifugal Pump, 2 inches	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	
93	Centrifugal Pump, 3 inches	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
94	Centrifugal Pump, 4 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
95	Trash Pump, 3 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
96	Trash Pump, 4 inches	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
97	Drum Pump	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00	
98	Discharge Hose, 2 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
99	Discharge Hose, 3 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
100	Suction Hose, 3 inches (price per foot)	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	
101	Air Compressor, 185 CFM	\$ 30.00	\$ 240.00	\$ 1,200.00	\$ 120.00	\$ 33.00	\$ 264.00	\$ 1,320.00	\$ 132.00	<b>Compression Equipment and Blowers:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
102	Air Blower, 350 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
103	Air Blower, 500 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
104	Portable Pressure Washer	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
105	Steam Washer, 350,000 BTU	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	
106	pH Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Field Testing Equipment</b> There will be no minimum charge.
107	Explosimeter/Combustible Gas Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
108	Radiation Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
109	Photoionization Detector (PID)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
110	Organic Vapor Analyzer (OVA)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
111	Turbidity Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
112	Dissolved Oxygen Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
113	Portable Gas Chromatograph	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
114	HazCat Kit	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
115	Electromatic Induction EM-31	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
116	Metal Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
117	Vapor Detector Pump (such as Draeger)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
118	Vapor Detector Tubes (Price per tube)	\$ 15.00				\$ 17.00				
119	Oxygen/Acetylene Torch	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Specialized and Miscellaneous Equipment:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
120	Electric Welder	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
121	Chain Saw	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
122	Weedeater	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
123	Jackhammer	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
124	Drum Cart	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
125	S.S. Hand Auger	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
126	Power Auger	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	

**ATTACHMENT B - RATE SCHEDULE  
NORTHEAST REGION**

127	Split Spoon Sampler	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
128	Cylinder Patch Kit	\$ 62.50	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 69.00	\$ 552.00	\$ 2,760.00	\$ 276.00	
129	Non-Sparking Tool Kit	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
130	Portable Laptop Computer	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
131	2-Way Radios	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
132	Cascade System (breathing air)	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00	
133	Steel, Bung – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -	
134	Steel, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
135	Steel, Bung – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -	
136	Steel, Bung – New (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -	
137	Steel, Bung – New (85 gallons)	\$ 150.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ -	\$ -	
138	Steel, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -	
139	Steel, Bung – Reconditioned (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -	
140	Steel, Bung – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
141	Steel, Bung – Reconditioned (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -	
142	Steel, Bung – Reconditioned (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -	
143	Steel, Open-Head – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -	
144	Steel, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
145	Steel, Open-Head – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -	
146	Steel, Open-Head – New (55 gallons)	\$ 60.00	\$ -	\$ -	\$ -	\$ 66.00	\$ -	\$ -	\$ -	
147	Steel, Open-Head – New (85 gallons)	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -	
148	Steel, Open-Head – Reconditioned (5 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -	
149	Steel, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -	
150	Steel, Open-Head – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
151	Steel, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -	
152	Steel, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -	
153	Poly, Bung – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -	
154	Poly, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
155	Poly, Bung – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -	
156	Poly, Bung – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -	
157	Poly, Bung – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -	
158	Poly, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -	
159	Poly, Bung – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -	
160	Poly, Bung – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -	
161	Poly, Bung – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -	
162	Poly, Bung – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -	
163	Poly, Open-Head – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -	
164	Poly, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
165	Poly, Open-Head – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -	
166	Poly, Open-Head – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -	
167	Poly, Open-Head – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -	
168	Poly, Open-Head – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -	
169	Poly, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -	
170	Poly, Open-Head – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -	
171	Poly, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -	
172	Poly, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -	
173	Fiberboard (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -	
174	Fiberboard (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -	
175	Fiberboard (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -	
176	Fiberboard (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -	
177	Fiberboard (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -	
178	Poly Overpack Drum, 65 gallons	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -	
179	Poly Overpack Drum, 95 gallons	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -	
180	Steel Overpack Drum, 110 gallons	\$ 180.00	\$ -	\$ -	\$ -	\$ 198.00	\$ -	\$ -	\$ -	
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Rate Per Person per Day</b>			<b>Rate Per Person per Day</b>					
181	Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	1,000.00			1,100.00					
182	Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	600.00			660.00					
183	Level C (APR, Saranex suit, inner & outer gloves, boots, etc.)	200.00			220.00					
184	Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	50.00			55.00					

**Drums & Containers:**  
Price per Container rate includes delivery to and from the site. There will be no minimum charge.

**Personal Protective Equipment (PPE):**  
PPE Level - use this list when complete levels of protection are used. There will be no minimum charge.

**ATTACHMENT B - RATE SCHEDULE  
NORTHEAST REGION**

185	Work Clothes (General work clothes, safety boots, cloth gloves)	\$	20.00		\$	22.00				
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Price as Per Unit or Per Pair as applicable</b>								<b>Itemized Personal Protective Equipment (PPE):</b> Use this list when full levels of protection are not used, or extra items are needed. There will be no minimum charge.
186	Self-Contained Breathing Apparatus (SCBA) (unit)	\$	100.00		\$	110.00				
187	Air Purifying Respirators (APR) (unit)	\$	10.00		\$	11.00				
188	Respirator Cartridges (unit)	\$	30.00		\$	33.00			Price as indicated in each line item description:	
189	Tyvek Suit (unit)	\$	11.20		\$	12.30			-Price per Unit	
190	Saranex Suit (unit)	\$	56.00		\$	61.60			-Price per Pair	
191	Poly Rain Suit (unit)	\$	16.80		\$	18.50				
192	Acid Suit (unit)	\$	56.00		\$	61.60				
193	Polypropylene Suit (unit)	\$	22.40		\$	24.60				
194	Disposable Level A Vapor Protective Suit (unit)	\$	1,687.00		\$	1,855.70				
195	Disposable Latex Sample Gloves (pair)	\$	0.10		\$	0.10				
196	PVC Gloves (pair)	\$	4.70		\$	5.20				
197	Viton Gloves (pair)	\$	84.00		\$	92.40				
198	Nitrile Gloves (pair)	\$	0.60		\$	0.70				
199	Neoprene Gloves (pair)	\$	4.70		\$	5.20				
200	Butyl Gloves (pair)	\$	21.00		\$	23.10				
201	Leather Palm Work Gloves (pair)	\$	2.50		\$	2.80				
202	Rubber Boots (pair)	\$	35.00		\$	38.50				
203	Neoprene Boots (pair)	\$	56.00		\$	61.60				
204	PVC Boots (pair)	\$	29.40		\$	32.30				
205	Polyurethane Boots (pair)	\$	56.00		\$	61.60				
206	Disposable Latex Overboots (pair)	\$	12.60		\$	13.90				
207	Chest Waders (pair)	\$	212.80		\$	234.10				
208	Hip Boots (pair)	\$	93.80		\$	103.20				
<b>Line Item #</b>	<b>Expendables - Sampling Equipment Description</b>	<b>Price per Unit</b>	<b>Price per Dozen</b>		<b>Price per Unit</b>	<b>Price per Dozen</b>			<b>Expendables - Sampling Equipment:</b> Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.	
209	VOC Vial, 40 milliliters (EPA Level 1)	\$ 1.50	\$ 15.00		\$ 1.70	\$ 16.50			Price as indicated in each line item description:	
210	Jar, 250 milliliters (EPA Level 1)	\$ 2.50	\$ 25.00		\$ 2.80	\$ 27.50			-Price per Unit	
211	Jar, 500 milliliters (EPA Level 1)	\$ 3.50	\$ 35.00		\$ 3.90	\$ 38.50			-Price per Dozen	
212	Jar, 1 Quart/Liter (EPA Level 1)	\$ 5.00	\$ 50.00		\$ 5.50	\$ 55.00			There will be no minimum charge.	
213	VOC Vial, 40 milliliters	\$ 1.00	\$ 10.00		\$ 1.10	\$ 11.00				
214	Jar, 250 milliliters	\$ 2.00	\$ 20.00		\$ 2.20	\$ 22.00				
215	Jar, 500 milliliters	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
216	Jar, Quart/Liter	\$ 4.00	\$ 40.00		\$ 4.40	\$ 44.00				
217	Disposable Bailer	\$ 12.00	\$ 120.00		\$ 13.20	\$ 132.00				
218	Glass Sample Rods	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
219	Teflon Sample Tube	\$ 15.00	\$ 150.00		\$ 16.50	\$ 165.00				
220	Disposable Coliwasa	\$ 10.00	\$ 100.00		\$ 11.00	\$ 110.00				
<b>Line Item #</b>	<b>Miscellaneous Materials Description</b>	<b>Price as indicated in each line item: Per Bag - Per Pad - Per Bale - Per Foot - Per Unit-Per Roll</b>								<b>Miscellaneous Materials:</b> Price as indicated in each line item description: - Per Bag - Per Pad - Per Bale - Per Foot - Per Unit - Per Roll There will be no minimum charge.
221	Vermiculite (Per Bag)	\$ 16.80	\$ -	\$ -	\$ -	\$ 18.50	\$ -	\$ -	\$ -	
222	Clay Oil Absorbent (Per 50 lb. Bag)	\$ 11.00	\$ -	\$ -	\$ -	\$ 12.10	\$ -	\$ -	\$ -	
223	"Spill Magic" Quick Sorb (Per 25 lb. Bag)	\$ 15.40	\$ -	\$ -	\$ -	\$ 16.90	\$ -	\$ -	\$ -	
224	Soda Ash (Per 100 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
225	Lime (Per 50 lb. Bag)	\$ 17.20	\$ -	\$ -	\$ -	\$ 18.90	\$ -	\$ -	\$ -	
226	Sodium Bicarbonate (Per 50 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
227	Absorbent Pads (Per Pad)	\$ 0.30	\$ -	\$ -	\$ -	\$ 0.30	\$ -	\$ -	\$ -	
228	Absorbent Pads (Per Bale)	\$ 32.20	\$ -	\$ -	\$ -	\$ 35.40	\$ -	\$ -	\$ -	
229	Absorbent Sweep (Per Bale)	\$ 313.60	\$ -	\$ -	\$ -	\$ 345.00	\$ -	\$ -	\$ -	
230	Absorbent Boom, 5 inches (Per Foot)	\$ 1.40	\$ -	\$ -	\$ -	\$ 1.50	\$ -	\$ -	\$ -	
231	Absorbent Boom, 8 inches (Per Foot)	\$ 1.80	\$ -	\$ -	\$ -	\$ 2.00	\$ -	\$ -	\$ -	
232	Oil Snare On-A-Rope (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
233	Oil Snare, Loose (Per Unit)	\$ 74.20	\$ -	\$ -	\$ -	\$ 81.60	\$ -	\$ -	\$ -	
234	Visqueen, 24' x 100' x 4 milliliters (Per Roll)	\$ 210.00	\$ -	\$ -	\$ -	\$ 231.00	\$ -	\$ -	\$ -	
235	Poly Bags (Per Bag)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
236	Poly Bags (Per Roll)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
237	Roll-off Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
238	Dump Truck Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
239	Drum Liner (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
240	Drum Label (Per Unit)	\$ 0.40	\$ -	\$ -	\$ -	\$ 0.40	\$ -	\$ -	\$ -	
241	Barricade Tape (Per Roll)	\$ 97.80	\$ -	\$ -	\$ -	\$ 107.60	\$ -	\$ -	\$ -	

**ATTACHMENT B - RATE SCHEDULE  
NORTHEAST REGION**

242	Survey Tape (Per Roll)	\$ 1.30	\$ -	\$ -	\$ -	\$ 1.40	\$ -	\$ -	\$ -	
243	Duct Tape (Per Roll)	\$ 18.90	\$ -	\$ -	\$ -	\$ 20.80	\$ -	\$ -	\$ -	
244	Polyethylene Barrier Fence, 4' x 100' (Per Roll)	\$ 40.50	\$ -	\$ -	\$ -	\$ 44.60	\$ -	\$ -	\$ -	
<b>Line Item #</b>	<b>Sampling Description</b>	<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Charge #1</b>	<b>Sample Charge #2</b>				<b>Sample Handling Fee</b> There will be no minimum charge.
245	Sample Charge #1 - Includes all costs. (for cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations.	\$ 185.00	\$ -		\$ 203.50	\$ -				
246	Sample Charge #2 - Charge per sample if OER supplies the cooler, packs and ships the samples.	\$ -	\$ 50.00		\$ -	\$ 55.00				



**ATTACHMENT B - RATE SCHEDULE  
CENTRAL REGION**

Line Item #	Job Title (Position)	Original Contract Term (Years 1 - 5)				Renewal Contract Term (Years 1 - 5)				Line Descriptions and Unit Rate Description
		Standard Hourly Labor Rate	Overtime Hourly Labor Rate			Standard Hourly Labor Rate	Overtime Hourly Labor Rate			
1	Project Manager	\$ 125.00	\$ 125.00			\$ 138.00	\$ 138.00			<b>Job Title and Hourly Labor Rate</b> The rate per hour must include all things necessary to provide the commodities and contractual services as specified in the Scope for each Job Title, including but not limited to overhead, and general and administrative cost. There will be no minimum charge.  Line Items 1 through 17 provide the Rates for: -Price per Standard Hourly Labor Rate -Price per Overtime Hourly Labor Rate  Labor and equipment rates are "from portal-to-portal" which is from the Contractor facility back to Contractor facility and shall be calculated from the nearest location identified on the Contractor Equipment Inventory List by Location worksheet. <b>Standard Time</b> - Monday through Friday, 8:00 a.m. – 5:00 p.m. (applicable time zone, CT or ET ) or the first eight (8) hours of those core hours worked. <b>Overtime</b> - Before 8:00 a.m. (applicable time zone, CT or ET); or after 5:00 p.m. (applicable time zone, CT or ET); or after the eight (8) hour work day is complete; or Saturday/Sunday; or State recognized holidays. <b>State recognized holidays:</b> January - New Year's Day and Martin Luther King Jr. Day; May - Memorial Day; July - Independence Day; September - Labor Day; November - Veteran's Day and Thanksgiving (Thursday and Friday); and December - Christmas Day <b>Time Zones</b> - Florida has two (2) time zones, Central (CT) and Eastern Time (ET) zones.
2	Site Safety Officer	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
3	Engineer (PE)	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
4	Engineer	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
5	Senior Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
6	Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
7	General Scientist	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
8	Geologist/Hydrogeologist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
9	Site Supervisor	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
10	Site Foreman	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
11	Recovery Technician	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
12	Equipment Operator	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
13	General Laborer	\$ 45.00	\$ 60.75			\$ 50.00	\$ 67.00			
14	Truck Driver	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
15	Explosive Specialist	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
16	Diver	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
17	Welder	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
Line Item #	Description/Type of Vehicles and Equipment	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Vehicles
18	Response Vehicle, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.  Line Items 18 through 180 provide the Rates for:  - Hourly - Rate for per hour for equipment usage.  - Daily - Available after six (6) consecutive hours of equipment use, including standby hours.  - Weekly - Use for equipment after five (5) consecutive days of equipment use, including standby hours.  - Standby/Day - Applied when equipment has been tasked by a State On-Scene Coordinator (SOSC) but is not actively being used.  NOTE: Long-term equipment usage rates, more than one (1) week, shall be negotiated on a lump sum/fixed-price basis.  NOTE: Rental rates for equipment such as containment boom and other itemized equipment, shall not exceed the total replacement cost of the item.  NOTE: Response vehicles or trailers are defined as units that are fully equipped with various Personal Protective Equipment (PPE), breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the awarded Contractor(s).
19	Response Vehicle, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
20	Response Trailer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
21	Stakebed Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
22	Stakebed Truck, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
23	Box Truck, 1 Ton	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
24	Box Truck, 3 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
25	Automobile/Van	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
26	Pickup Truck, 2x4	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
27	Pickup Truck, 4x4	\$ 18.00	\$ 144.00	\$ 720.00	\$ 72.00	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	
28	Pickup Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
29	Semi-Tractor	\$ 70.00	\$ 560.00	\$2,800.00	\$ 280.00	\$ 77.00	\$ 616.00	\$3,080.00	\$ 308.00	
30	Semi-Tractor W/ Cargo Trailer	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
31	Semi-Tractor W/ Tanker	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
32	Vacuum Truck, 4000 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
33	Vacuum Truck, 3300 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
34	Vacuum Unit, 2500 gallon	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
35	Dump Truck, 15 yards	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
36	Dump Truck, 25 yards	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
37	Roll-Off Truck	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
38	Roll-Off Box, 20 yards	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
39	Drill Rig Truck	\$ 80.00	\$ 640.00	\$3,200.00	\$ 320.00	\$ 88.00	\$ 704.00	\$3,520.00	\$ 352.00	
40	Jet Truck, 1500 PSI	\$ 220.00	\$1,760.00	\$8,800.00	\$ 880.00	\$ 242.00	\$1,936.00	\$9,680.00	\$ 968.00	
41	Decontamination Trailer, 25 ft.	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
42	Office Trailer, 30 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
43	Lowboy Equipment Trailer, 24 ft.	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
44	Utility Trailer, 16 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
45	Storage Trailer, 20 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
46	Bomb Trailer	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
47	Industrial Loader (Vac-Con)	\$ 125.00	\$1,000.00	\$5,000.00	\$ 500.00	\$ 138.00	\$1,104.00	\$5,520.00	\$ 552.00	
48	Non-Potable Water Truck	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
49	Frac Tank	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
50	Gradall Excavator (or equivalent)	\$ 40.00	\$ 320.00	\$1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$1,760.00	\$ 176.00	
51	Mini-Excavator 2,000 – 9,000 lbs (or equivalent)	\$ 94.00	\$ 749.00	\$ 3,745.00	\$ 374.50	\$ 103.00	\$ 824.00	\$ 4,120.00	\$ 412.00	
52	Mini-Excavator 9,000 – 16,000 lbs (or equivalent)	\$ 101.00	\$ 805.00	\$ 4,025.00	\$ 402.50	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
53	Mini-Excavator 16,000 – 40,000 lbs (or equivalent)	\$ 134.00	\$ 1,069.00	\$ 5,345.00	\$ 534.50	\$ 147.00	\$ 1,176.00	\$ 5,880.00	\$ 588.00	
54	Excavator 40,000 – 60,000 lbs (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
55	Excavator 60,000 – 80,000 lbs (or equivalent)	\$ 216.00	\$ 1,725.00	\$ 8,625.00	\$ 862.50	\$ 238.00	\$ 1,904.00	\$ 9,520.00	\$ 952.00	
56	Excavator - Longneck (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
57	Excavator Attachment (or equivalent)	\$ 25.00	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$ 1,120.00	\$ 112.00	
58	Bulldozer - 80 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
59	Bulldozer - 90 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
60	Bulldozer - 100 Horsepower (or equivalent)	\$ 176.00	\$ 1,404.00	\$ 7,020.00	\$ 702.00	\$ 194.00	\$ 1,552.00	\$ 7,760.00	\$ 776.00	
										<b>Heavy Equipment:</b> Rate shall include all maintenance costs, fuel, mobilization and demobilization charges. There will be no minimum charge.

**ATTACHMENT B - RATE SCHEDULE  
CENTRAL REGION**

61	Backhoe - Standard 90 Horsepower (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
62	Wheel Loader - 1-2 Yards (or equivalent)	\$ 110.00	\$ 881.00	\$ 4,405.00	\$ 440.50	\$ 121.00	\$ 968.00	\$ 4,840.00	\$ 484.00	
63	Wheel Loader - 2-4 Yards (or equivalent)	\$ 154.00	\$ 1,232.00	\$ 6,160.00	\$ 616.00	\$ 169.00	\$ 1,352.00	\$ 6,760.00	\$ 676.00	
64	Walk Behind Sweeper (or equivalent)	\$ 38.00	\$ 300.00	\$ 1,500.00	\$ 150.00	\$ 42.00	\$ 336.00	\$ 1,680.00	\$ 168.00	
65	Extend-A-Hoe (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
66	Bobcat Skid Loader (or equivalent)	\$ 102.00	\$ 819.00	\$ 4,095.00	\$ 409.50	\$ 112.00	\$ 896.00	\$ 4,480.00	\$ 448.00	
67	On-Road Fork Lift (or equivalent)	\$ 76.00	\$ 609.00	\$ 3,045.00	\$ 304.50	\$ 84.00	\$ 672.00	\$ 3,360.00	\$ 336.00	
68	Motor Grader (or equivalent)	\$ 137.00	\$ 1,099.00	\$ 5,495.00	\$ 549.50	\$ 151.00	\$ 1,208.00	\$ 6,040.00	\$ 604.00	
69	Off-Road Fork Lift (or equivalent)	\$ 120.00	\$ 956.00	\$ 4,780.00	\$ 478.00	\$ 132.00	\$ 1,056.00	\$ 5,280.00	\$ 528.00	
70	Work Boat, 12 feet	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	<b>Water Response Equipment:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. Boats shall include an adequate working motor. Skimmers shall include all hoses and connections. There will be no minimum charge.
71	Work Boat, 16 feet	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
72	Work Boat, 19 feet	\$ 150.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 165.00	\$ 1,320.00	\$ 6,600.00	\$ 660.00	
73	Work Boat, 25 feet	\$ 200.00	\$ 1,600.00	\$ 8,000.00	\$ 800.00	\$ 220.00	\$ 1,760.00	\$ 8,800.00	\$ 880.00	
74	Containment Boom, 6 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
75	Containment Boom, 8 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
76	Containment Boom, 10 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
77	Containment Boom, 18 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
78	Containment Boom, 26 feet (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
79	Weir-Type Skimmer	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	<b>Lights and Generators:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.
80	Drum Skimmer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
81	Generator, 5 Killowatt (KW)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
82	Generator, 10 Killowatt (KW)	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
83	Generator, 15 Killowatt (KW)	\$ 12.00	\$ 96.00	\$ 480.00	\$ 48.00	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	
84	Generator, 30 Killowatt (KW)	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	\$ 14.00	\$ 112.00	\$ 560.00	\$ 56.00	
85	Generator, 50 Killowatt (KW)	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
86	Portable Lighting	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	<b>Pumps and Hoses:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
87	Submersible Pump, 2 inches	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
88	Submersible Pump, 3 inches	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
89	Diaphragm Pump, 2 inches	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	
90	Diaphragm Pump, 3 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
91	Diaphragm Pump, 4 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
92	Centrifugal Pump, 2 inches	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	
93	Centrifugal Pump, 3 inches	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
94	Centrifugal Pump, 4 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
95	Trash Pump, 3 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
96	Trash Pump, 4 inches	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
97	Drum Pump	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00	
98	Discharge Hose, 2 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
99	Discharge Hose, 3 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
100	Suction Hose, 3 inches (price per foot)	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	
101	Air Compressor, 185 CFM	\$ 30.00	\$ 240.00	\$ 1,200.00	\$ 120.00	\$ 33.00	\$ 264.00	\$ 1,320.00	\$ 132.00	<b>Compression Equipment and Blowers:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
102	Air Blower, 350 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
103	Air Blower, 500 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
104	Portable Pressure Washer	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
105	Steam Washer, 350,000 BTU	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	
106	pH Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Field Testing Equipment</b> There will be no minimum charge.
107	Explosimeter/Combustible Gas Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
108	Radiation Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
109	Photoionization Detector (PID)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
110	Organic Vapor Analyzer (OVA)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
111	Turbidity Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
112	Dissolved Oxygen Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
113	Portable Gas Chromatograph	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
114	HazCat Kit	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
115	Electromatic Induction EM-31	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
116	Metal Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
117	Vapor Detector Pump (such as Draeger)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
118	Vapor Detector Tubes (Price per tube)	\$ 15.00				\$ 17.00				
119	Oxygen/Acetylene Torch	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	<b>Specialized and Miscellaneous Equipment:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
120	Electric Welder	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
121	Chain Saw	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
122	Weedeater	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
123	Jackhammer	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
124	Drum Cart	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
125	S.S. Hand Auger	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
126	Power Auger	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	

**ATTACHMENT B - RATE SCHEDULE  
CENTRAL REGIONN**

127	Split Spoon Sampler	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
128	Cylinder Patch Kit	\$ 62.50	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 69.00	\$ 552.00	\$ 2,760.00	\$ 276.00
129	Non-Sparking Tool Kit	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
130	Portable Laptop Computer	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00
131	2-Way Radios	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
132	Cascade System (breathing air)	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00
133	Steel, Bung – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
134	Steel, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
135	Steel, Bung – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
136	Steel, Bung – New (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
137	Steel, Bung – New (85 gallons)	\$ 150.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ -	\$ -
138	Steel, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
139	Steel, Bung – Reconditioned (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
140	Steel, Bung – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
141	Steel, Bung – Reconditioned (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
142	Steel, Bung – Reconditioned (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
143	Steel, Open-Head – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
144	Steel, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
145	Steel, Open-Head – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
146	Steel, Open-Head – New (55 gallons)	\$ 60.00	\$ -	\$ -	\$ -	\$ 66.00	\$ -	\$ -	\$ -
147	Steel, Open-Head – New (85 gallons)	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
148	Steel, Open-Head – Reconditioned (5 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
149	Steel, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
150	Steel, Open-Head – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
151	Steel, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
152	Steel, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
153	Poly, Bung – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
154	Poly, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
155	Poly, Bung – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
156	Poly, Bung – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
157	Poly, Bung – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
158	Poly, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
159	Poly, Bung – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
160	Poly, Bung – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
161	Poly, Bung – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
162	Poly, Bung – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
163	Poly, Open-Head – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
164	Poly, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
165	Poly, Open-Head – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
166	Poly, Open-Head – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
167	Poly, Open-Head – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
168	Poly, Open-Head – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
169	Poly, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
170	Poly, Open-Head – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
171	Poly, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
172	Poly, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
173	Fiberboard (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
174	Fiberboard (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
175	Fiberboard (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
176	Fiberboard (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
177	Fiberboard (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
178	Poly Overpack Drum, 65 gallons	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
179	Poly Overpack Drum, 95 gallons	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
180	Steel Overpack Drum, 110 gallons	\$ 180.00	\$ -	\$ -	\$ -	\$ 198.00	\$ -	\$ -	\$ -
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Rate Per Person per Day</b>				<b>Rate Per Person per Day</b>			
181	Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	1,000.00				1,100.00			
182	Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	600.00				660.00			
183	Level C (APR, Saranex suit, inner & outer gloves, boots, etc.)	200.00				220.00			
184	Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	50.00				55.00			

**Drums & Containers:**  
Price per Container rate includes delivery to and from the site. There will be no minimum charge.

**Personal Protective Equipment (PPE):**  
PPE Level - use this list when complete levels of protection are used. There will be no minimum charge.

**ATTACHMENT B - RATE SCHEDULE  
CENTRAL REGION**

185	Work Clothes (General work clothes, safety boots, cloth gloves)	\$	20.00		\$	22.00				
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Price as Per Unit or Per Pair as applicable</b>								<b>Itemized Personal Protective Equipment (PPE):</b> Use this list when full levels of protection are not used, or extra items are needed. There will be no minimum charge.
186	Self-Contained Breathing Apparatus (SCBA) (unit)	\$	100.00		\$	110.00				
187	Air Purifying Respirators (APR) (unit)	\$	10.00		\$	11.00				
188	Respirator Cartridges (unit)	\$	30.00		\$	33.00			Price as indicated in each line item description:	
189	Tyvek Suit (unit)	\$	11.20		\$	12.30			-Price per Unit	
190	Saranex Suit (unit)	\$	56.00		\$	61.60			-Price per Pair	
191	Poly Rain Suit (unit)	\$	16.80		\$	18.50				
192	Acid Suit (unit)	\$	56.00		\$	61.60				
193	Polypropylene Suit (unit)	\$	22.40		\$	24.60				
194	Disposable Level A Vapor Protective Suit (unit)	\$	1,687.00		\$	1,855.70				
195	Disposable Latex Sample Gloves (pair)	\$	0.10		\$	0.10				
196	PVC Gloves (pair)	\$	4.70		\$	5.20				
197	Viton Gloves (pair)	\$	84.00		\$	92.40				
198	Nitrile Gloves (pair)	\$	0.60		\$	0.70				
199	Neoprene Gloves (pair)	\$	4.70		\$	5.20				
200	Butyl Gloves (pair)	\$	21.00		\$	23.10				
201	Leather Palm Work Gloves (pair)	\$	2.50		\$	2.80				
202	Rubber Boots (pair)	\$	35.00		\$	38.50				
203	Neoprene Boots (pair)	\$	56.00		\$	61.60				
204	PVC Boots (pair)	\$	29.40		\$	32.30				
205	Polyurethane Boots (pair)	\$	56.00		\$	61.60				
206	Disposable Latex Overboots (pair)	\$	12.60		\$	13.90				
207	Chest Waders (pair)	\$	212.80		\$	234.10				
208	Hip Boots (pair)	\$	93.80		\$	103.20				
<b>Line Item #</b>	<b>Expendables - Sampling Equipment Description</b>	<b>Price per Unit</b>	<b>Price per Dozen</b>		<b>Price per Unit</b>	<b>Price per Dozen</b>			<b>Expendables - Sampling Equipment:</b> Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.	
209	VOC Vial, 40 milliliters (EPA Level 1)	\$ 1.50	\$ 15.00		\$ 1.70	\$ 16.50			Price as indicated in each line item description:	
210	Jar, 250 milliliters (EPA Level 1)	\$ 2.50	\$ 25.00		\$ 2.80	\$ 27.50			-Price per Unit	
211	Jar, 500 milliliters (EPA Level 1)	\$ 3.50	\$ 35.00		\$ 3.90	\$ 38.50			-Price per Dozen	
212	Jar, 1 Quart/Liter (EPA Level 1)	\$ 5.00	\$ 50.00		\$ 5.50	\$ 55.00			There will be no minimum charge.	
213	VOC Vial, 40 milliliters	\$ 1.00	\$ 10.00		\$ 1.10	\$ 11.00				
214	Jar, 250 milliliters	\$ 2.00	\$ 20.00		\$ 2.20	\$ 22.00				
215	Jar, 500 milliliters	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
216	Jar, Quart/Liter	\$ 4.00	\$ 40.00		\$ 4.40	\$ 44.00				
217	Disposable Bailer	\$ 12.00	\$ 120.00		\$ 13.20	\$ 132.00				
218	Glass Sample Rods	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
219	Teflon Sample Tube	\$ 15.00	\$ 150.00		\$ 16.50	\$ 165.00				
220	Disposable Coliwasa	\$ 10.00	\$ 100.00		\$ 11.00	\$ 110.00				
<b>Line Item #</b>	<b>Miscellaneous Materials Description</b>	<b>Price as indicated in each line item: Per Bag - Per Pad - Per Bale - Per Foot - Per Unit-Per Roll</b>								<b>Miscellaneous Materials:</b> Price as indicated in each line item description: - Per Bag - Per Pad - Per Bale - Per Foot - Per Unit - Per Roll There will be no minimum charge.
221	Vermiculite (Per Bag)	\$ 16.80	\$ -	\$ -	\$ -	\$ 18.50	\$ -	\$ -	\$ -	
222	Clay Oil Absorbent (Per 50 lb. Bag)	\$ 11.00	\$ -	\$ -	\$ -	\$ 12.10	\$ -	\$ -	\$ -	
223	"Spill Magic" Quick Sorb (Per 25 lb. Bag)	\$ 15.40	\$ -	\$ -	\$ -	\$ 16.90	\$ -	\$ -	\$ -	
224	Soda Ash (Per 100 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
225	Lime (Per 50 lb. Bag)	\$ 17.20	\$ -	\$ -	\$ -	\$ 18.90	\$ -	\$ -	\$ -	
226	Sodium Bicarbonate (Per 50 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
227	Absorbent Pads (Per Pad)	\$ 0.30	\$ -	\$ -	\$ -	\$ 0.30	\$ -	\$ -	\$ -	
228	Absorbent Pads (Per Bale)	\$ 32.20	\$ -	\$ -	\$ -	\$ 35.40	\$ -	\$ -	\$ -	
229	Absorbent Sweep (Per Bale)	\$ 313.60	\$ -	\$ -	\$ -	\$ 345.00	\$ -	\$ -	\$ -	
230	Absorbent Boom, 5 inches (Per Foot)	\$ 1.40	\$ -	\$ -	\$ -	\$ 1.50	\$ -	\$ -	\$ -	
231	Absorbent Boom, 8 inches (Per Foot)	\$ 1.80	\$ -	\$ -	\$ -	\$ 2.00	\$ -	\$ -	\$ -	
232	Oil Snare On-A-Rope (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
233	Oil Snare, Loose (Per Unit)	\$ 74.20	\$ -	\$ -	\$ -	\$ 81.60	\$ -	\$ -	\$ -	
234	Visqueen, 24' x 100' x 4 milliliters (Per Roll)	\$ 210.00	\$ -	\$ -	\$ -	\$ 231.00	\$ -	\$ -	\$ -	
235	Poly Bags (Per Bag)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
236	Poly Bags (Per Roll)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
237	Roll-off Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
238	Dump Truck Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
239	Drum Liner (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
240	Drum Label (Per Unit)	\$ 0.40	\$ -	\$ -	\$ -	\$ 0.40	\$ -	\$ -	\$ -	
241	Barricade Tape (Per Roll)	\$ 97.80	\$ -	\$ -	\$ -	\$ 107.60	\$ -	\$ -	\$ -	

**ATTACHMENT B - RATE SCHEDULE  
CENTRAL REGION**

242	Survey Tape (Per Roll)	\$ 1.30	\$ -	\$ -	\$ -	\$ 1.40	\$ -	\$ -	\$ -	
243	Duct Tape (Per Roll)	\$ 18.90	\$ -	\$ -	\$ -	\$ 20.80	\$ -	\$ -	\$ -	
244	Polyethylene Barrier Fence, 4' x 100' (Per Roll)	\$ 40.50	\$ -	\$ -	\$ -	\$ 44.60	\$ -	\$ -	\$ -	
<b>Line Item #</b>	<b>Sampling Description</b>	<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Handling Fee</b> There will be no minimum charge.		
245	Sample Charge #1 - Includes all costs. (for cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations.	\$ 185.00	\$ -		\$ 203.50	\$ -				
246	Sample Charge #2 - Charge per sample if OER supplies the cooler, packs and ships the samples.	\$ -	\$ 50.00		\$ -	\$ 55.00				

**ATTACHMENT B - RATE SCHEDULE  
SOUTH REGION**

Line Item #	Job Title (Position)	Original Contract Term (Years 1 - 5)				Renewal Contract Term (Years 1 - 5)				Line Descriptions and Unit Rate Description
		Standard Hourly Labor Rate	Overtime Hourly Labor Rate			Standard Hourly Labor Rate	Overtime Hourly Labor Rate			
1	Project Manager	\$ 125.00	\$ 125.00			\$ 138.00	\$ 138.00			<b>Job Title and Hourly Labor Rate</b> The rate per hour must include all things necessary to provide the commodities and contractual services as specified in the Scope for each Job Title, including but not limited to overhead, and general and administrative cost. There will be no minimum charge.  Line Items 1 through 17 provide the Rates for: -Price per Standard Hourly Labor Rate -Price per Overtime Hourly Labor Rate  Labor and equipment rates are "from portal-to-portal" which is from the Contractor facility back to Contractor facility and shall be calculated from the nearest location identified on the Contractor Equipment Inventory List by Location worksheet. <b>Standard Time</b> - Monday through Friday, 8:00 a.m. – 5:00 p.m. (applicable time zone, CT or ET ) or the first eight (8) hours of those core hours worked. <b>Overtime</b> - Before 8:00 a.m. (applicable time zone, CT or ET); or after 5:00 p.m. (applicable time zone, CT or ET); or after the eight (8) hour work day is complete; or Saturday/Sunday; or State recognized holidays. <b>State recognized holidays:</b> January - New Year's Day and Martin Luther King Jr. Day; May - Memorial Day; July - Independence Day; September - Labor Day; November - Veteran's Day and Thanksgiving (Thursday and Friday); and December - Christmas Day <b>Time Zones</b> - Florida has two (2) time zones, Central (CT) and Eastern Time (ET) zones.
2	Site Safety Officer	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
3	Engineer (PE)	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
4	Engineer	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
5	Senior Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
6	Chemist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
7	General Scientist	\$ 80.00	\$ 80.00			\$ 88.00	\$ 88.00			
8	Geologist/Hydrogeologist	\$ 95.00	\$ 95.00			\$ 105.00	\$ 105.00			
9	Site Supervisor	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
10	Site Foreman	\$ 75.00	\$ 101.25			\$ 83.00	\$ 111.00			
11	Recovery Technician	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
12	Equipment Operator	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
13	General Laborer	\$ 45.00	\$ 60.75			\$ 50.00	\$ 67.00			
14	Truck Driver	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
15	Explosive Specialist	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
16	Diver	\$ 125.00	\$ 175.00			\$ 138.00	\$ 193.00			
17	Welder	\$ 60.00	\$ 81.00			\$ 66.00	\$ 89.00			
Line Item #	Description/Type of Vehicles and Equipment	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Hourly Rate	Daily Rate	Weekly Rate	Standby Rate/Day	Vehicles
18	Response Vehicle, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.  Line Items 18 through 180 provide the Rates for:  - Hourly - Rate for per hour for equipment usage.  - Daily - Available after six (6) consecutive hours of equipment use, including standby hours.  - Weekly - Use for equipment after five (5) consecutive days of equipment use, including standby hours.  - Standby/Day - Applied when equipment has been tasked by a State On-Scene Coordinator (SOSC) but is not actively being used.  NOTE: Long-term equipment usage rates, more than one (1) week, shall be negotiated on a lump sum/fixed-price basis.  NOTE: Rental rates for equipment such as containment boom and other itemized equipment, shall not exceed the total replacement cost of the item.  NOTE: Response vehicles or trailers are defined as units that are fully equipped with various Personal Protective Equipment (PPE), breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the awarded Contractor(s).
19	Response Vehicle, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
20	Response Trailer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
21	Stakebed Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
22	Stakebed Truck, 2 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
23	Box Truck, 1 Ton	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
24	Box Truck, 3 Ton	\$ 25.00	\$ 200.00	\$1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$1,120.00	\$ 112.00	
25	Automobile/Van	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
26	Pickup Truck, 2x4	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
27	Pickup Truck, 4x4	\$ 18.00	\$ 144.00	\$ 720.00	\$ 72.00	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	
28	Pickup Truck, 1 Ton	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
29	Semi-Tractor	\$ 70.00	\$ 560.00	\$2,800.00	\$ 280.00	\$ 77.00	\$ 616.00	\$3,080.00	\$ 308.00	
30	Semi-Tractor W/ Cargo Trailer	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
31	Semi-Tractor W/ Tanker	\$ 85.00	\$ 680.00	\$3,400.00	\$ 340.00	\$ 94.00	\$ 752.00	\$3,760.00	\$ 376.00	
32	Vacuum Truck, 4000 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
33	Vacuum Truck, 3300 gallons	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
34	Vacuum Unit, 2500 gallon	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
35	Dump Truck, 15 yards	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
36	Dump Truck, 25 yards	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
37	Roll-Off Truck	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
38	Roll-Off Box, 20 yards	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
39	Drill Rig Truck	\$ 80.00	\$ 640.00	\$3,200.00	\$ 320.00	\$ 88.00	\$ 704.00	\$3,520.00	\$ 352.00	
40	Jet Truck, 1500 PSI	\$ 220.00	\$1,760.00	\$8,800.00	\$ 880.00	\$ 242.00	\$1,936.00	\$9,680.00	\$ 968.00	
41	Decontamination Trailer, 25 ft.	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
42	Office Trailer, 30 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
43	Lowboy Equipment Trailer, 24 ft.	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
44	Utility Trailer, 16 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
45	Storage Trailer, 20 ft.	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
46	Bomb Trailer	\$ 50.00	\$ 400.00	\$2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$2,200.00	\$ 220.00	
47	Industrial Loader (Vac-Con)	\$ 125.00	\$1,000.00	\$5,000.00	\$ 500.00	\$ 138.00	\$1,104.00	\$5,520.00	\$ 552.00	
48	Non-Potable Water Truck	\$ 60.00	\$ 480.00	\$2,400.00	\$ 240.00	\$ 66.00	\$ 528.00	\$2,640.00	\$ 264.00	
49	Frac Tank	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
50	Gradall Excavator (or equivalent)	\$ 40.00	\$ 320.00	\$1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$1,760.00	\$ 176.00	
51	Mini-Excavator 2,000 – 9,000 lbs (or equivalent)	\$ 94.00	\$ 749.00	\$ 3,745.00	\$ 374.50	\$ 103.00	\$ 824.00	\$ 4,120.00	\$ 412.00	
52	Mini-Excavator 9,000 – 16,000 lbs (or equivalent)	\$ 101.00	\$ 805.00	\$ 4,025.00	\$ 402.50	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
53	Mini-Excavator 16,000 – 40,000 lbs (or equivalent)	\$ 134.00	\$ 1,069.00	\$ 5,345.00	\$ 534.50	\$ 147.00	\$ 1,176.00	\$ 5,880.00	\$ 588.00	
54	Excavator 40,000 – 60,000 lbs (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
55	Excavator 60,000 – 80,000 lbs (or equivalent)	\$ 216.00	\$ 1,725.00	\$ 8,625.00	\$ 862.50	\$ 238.00	\$ 1,904.00	\$ 9,520.00	\$ 952.00	
56	Excavator - Longneck (or equivalent)	\$ 173.00	\$ 1,380.00	\$ 6,900.00	\$ 690.00	\$ 190.00	\$ 1,520.00	\$ 7,600.00	\$ 760.00	
57	Excavator Attachment (or equivalent)	\$ 25.00	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 28.00	\$ 224.00	\$ 1,120.00	\$ 112.00	
58	Bulldozer - 80 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
59	Bulldozer - 90 Horsepower (or equivalent)	\$ 155.00	\$ 1,237.00	\$ 6,185.00	\$ 618.50	\$ 171.00	\$ 1,368.00	\$ 6,840.00	\$ 684.00	
60	Bulldozer - 100 Horsepower (or equivalent)	\$ 176.00	\$ 1,404.00	\$ 7,020.00	\$ 702.00	\$ 194.00	\$ 1,552.00	\$ 7,760.00	\$ 776.00	

**ATTACHMENT B - RATE SCHEDULE  
SOUTH REGION**

61	Backhoe - Standard 90 Horsepower (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
62	Wheel Loader - 1-2 Yards (or equivalent)	\$ 110.00	\$ 881.00	\$ 4,405.00	\$ 440.50	\$ 121.00	\$ 968.00	\$ 4,840.00	\$ 484.00	
63	Wheel Loader - 2-4 Yards (or equivalent)	\$ 154.00	\$ 1,232.00	\$ 6,160.00	\$ 616.00	\$ 169.00	\$ 1,352.00	\$ 6,760.00	\$ 676.00	
64	Walk Behind Sweeper (or equivalent)	\$ 38.00	\$ 300.00	\$ 1,500.00	\$ 150.00	\$ 42.00	\$ 336.00	\$ 1,680.00	\$ 168.00	
65	Extend-A-Hoe (or equivalent)	\$ 101.00	\$ 810.00	\$ 4,050.00	\$ 405.00	\$ 111.00	\$ 888.00	\$ 4,440.00	\$ 444.00	
66	Bobcat Skid Loader (or equivalent)	\$ 102.00	\$ 819.00	\$ 4,095.00	\$ 409.50	\$ 112.00	\$ 896.00	\$ 4,480.00	\$ 448.00	
67	On-Road Fork Lift (or equivalent)	\$ 76.00	\$ 609.00	\$ 3,045.00	\$ 304.50	\$ 84.00	\$ 672.00	\$ 3,360.00	\$ 336.00	
68	Motor Grader (or equivalent)	\$ 137.00	\$ 1,099.00	\$ 5,495.00	\$ 549.50	\$ 151.00	\$ 1,208.00	\$ 6,040.00	\$ 604.00	
69	Off-Road Fork Lift (or equivalent)	\$ 120.00	\$ 956.00	\$ 4,780.00	\$ 478.00	\$ 132.00	\$ 1,056.00	\$ 5,280.00	\$ 528.00	
70	Work Boat, 12 feet	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	<b>Water Response Equipment:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. Boats shall include an adequate working motor. Skimmers shall include all hoses and connections. There will be no minimum charge.
71	Work Boat, 16 feet	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
72	Work Boat, 19 feet	\$ 150.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 165.00	\$ 1,320.00	\$ 6,600.00	\$ 660.00	
73	Work Boat, 25 feet	\$ 200.00	\$ 1,600.00	\$ 8,000.00	\$ 800.00	\$ 220.00	\$ 1,760.00	\$ 8,800.00	\$ 880.00	
74	Containment Boom, 6 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
75	Containment Boom, 8 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
76	Containment Boom, 10 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
77	Containment Boom, 18 inches (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
78	Containment Boom, 26 feet (Per Foot per Day)	\$ 0.20	\$ 1.60	\$ 8.00	\$ 0.80	\$ 0.22	\$ 1.76	\$ 8.80	\$ 0.88	
79	Weir-Type Skimmer	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	<b>Lights and Generators:</b> Rates shall include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge.
80	Drum Skimmer	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
81	Generator, 5 Killowatt (KW)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
82	Generator, 10 Killowatt (KW)	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
83	Generator, 15 Killowatt (KW)	\$ 12.00	\$ 96.00	\$ 480.00	\$ 48.00	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	
84	Generator, 30 Killowatt (KW)	\$ 13.00	\$ 104.00	\$ 520.00	\$ 52.00	\$ 14.00	\$ 112.00	\$ 560.00	\$ 56.00	
85	Generator, 50 Killowatt (KW)	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
86	Portable Lighting	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	<b>Pumps and Hoses:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
87	Submersible Pump, 2 inches	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
88	Submersible Pump, 3 inches	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
89	Diaphragm Pump, 2 inches	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	
90	Diaphragm Pump, 3 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
91	Diaphragm Pump, 4 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
92	Centrifugal Pump, 2 inches	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	\$ 4.00	\$ 32.00	\$ 160.00	\$ 16.00	
93	Centrifugal Pump, 3 inches	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
94	Centrifugal Pump, 4 inches	\$ 8.00	\$ 64.00	\$ 320.00	\$ 32.00	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	
95	Trash Pump, 3 inches	\$ 9.00	\$ 72.00	\$ 360.00	\$ 36.00	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	
96	Trash Pump, 4 inches	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	
97	Drum Pump	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00	<b>Compression Equipment and Blowers:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
98	Discharge Hose, 2 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
99	Discharge Hose, 3 inches (price per foot)	\$ 0.10	\$ 0.80	\$ 4.00	\$ 0.40	\$ 0.11	\$ 0.88	\$ 4.40	\$ 0.44	
100	Suction Hose, 3 inches (price per foot)	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	\$ 1.00	\$ 8.00	\$ 40.00	\$ 4.00	
101	Air Compressor, 185 CFM	\$ 30.00	\$ 240.00	\$ 1,200.00	\$ 120.00	\$ 33.00	\$ 264.00	\$ 1,320.00	\$ 132.00	
102	Air Blower, 350 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
103	Air Blower, 500 CFM	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
104	Portable Pressure Washer	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	\$ 7.00	\$ 56.00	\$ 280.00	\$ 28.00	
105	Steam Washer, 350,000 BTU	\$ 50.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 55.00	\$ 440.00	\$ 2,200.00	\$ 220.00	
106	pH Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
107	Explosimeter/Combustible Gas Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
108	Radiation Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
109	Photoionization Detector (PID)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
110	Organic Vapor Analyzer (OVA)	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
111	Turbidity Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
112	Dissolved Oxygen Meter	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
113	Portable Gas Chromatograph	\$ 20.00	\$ 160.00	\$ 800.00	\$ 80.00	\$ 22.00	\$ 176.00	\$ 880.00	\$ 88.00	
114	HazCat Kit	\$ 100.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 110.00	\$ 880.00	\$ 4,400.00	\$ 440.00	
115	Electromatic Induction EM-31	\$ 15.00	\$ 120.00	\$ 600.00	\$ 60.00	\$ 17.00	\$ 136.00	\$ 680.00	\$ 68.00	
116	Metal Detector	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
117	Vapor Detector Pump (such as Draeger)	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
118	Vapor Detector Tubes (Price per tube)	\$ 15.00				\$ 17.00				<b>Specialized and Miscellaneous Equipment:</b> Rates shall include all maintenance costs, fuel, mobilization and demobilization costs. There will be no minimum charge.
119	Oxygen/Acetylene Torch	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
120	Electric Welder	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
121	Chain Saw	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
122	Weedeater	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
123	Jackhammer	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00	
124	Drum Cart	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	\$ 2.00	\$ 16.00	\$ 80.00	\$ 8.00	
125	S.S. Hand Auger	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	
126	Power Auger	\$ 10.00	\$ 80.00	\$ 400.00	\$ 40.00	\$ 11.00	\$ 88.00	\$ 440.00	\$ 44.00	



**ATTACHMENT B - RATE SCHEDULE  
SOUTH REGION**

127	Split Spoon Sampler	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
128	Cylinder Patch Kit	\$ 62.50	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 69.00	\$ 552.00	\$ 2,760.00	\$ 276.00
129	Non-Sparking Tool Kit	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
130	Portable Laptop Computer	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00	\$ 3.00	\$ 24.00	\$ 120.00	\$ 12.00
131	2-Way Radios	\$ 5.00	\$ 40.00	\$ 200.00	\$ 20.00	\$ 6.00	\$ 48.00	\$ 240.00	\$ 24.00
132	Cascade System (breathing air)	\$ 40.00	\$ 320.00	\$ 1,600.00	\$ 160.00	\$ 44.00	\$ 352.00	\$ 1,760.00	\$ 176.00
133	Steel, Bung – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
134	Steel, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
135	Steel, Bung – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
136	Steel, Bung – New (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
137	Steel, Bung – New (85 gallons)	\$ 150.00	\$ -	\$ -	\$ -	\$ 165.00	\$ -	\$ -	\$ -
138	Steel, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
139	Steel, Bung – Reconditioned (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
140	Steel, Bung – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
141	Steel, Bung – Reconditioned (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
142	Steel, Bung – Reconditioned (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
143	Steel, Open-Head – New (5 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
144	Steel, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
145	Steel, Open-Head – New (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
146	Steel, Open-Head – New (55 gallons)	\$ 60.00	\$ -	\$ -	\$ -	\$ 66.00	\$ -	\$ -	\$ -
147	Steel, Open-Head – New (85 gallons)	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
148	Steel, Open-Head – Reconditioned (5 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
149	Steel, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
150	Steel, Open-Head – Reconditioned (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
151	Steel, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
152	Steel, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
153	Poly, Bung – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
154	Poly, Bung – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
155	Poly, Bung – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
156	Poly, Bung – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
157	Poly, Bung – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
158	Poly, Bung – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
159	Poly, Bung – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
160	Poly, Bung – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
161	Poly, Bung – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
162	Poly, Bung – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
163	Poly, Open-Head – New (5 gallons)	\$ 15.00	\$ -	\$ -	\$ -	\$ 16.50	\$ -	\$ -	\$ -
164	Poly, Open-Head – New (20 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
165	Poly, Open-Head – New (30 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
166	Poly, Open-Head – New (55 gallons)	\$ 65.00	\$ -	\$ -	\$ -	\$ 71.50	\$ -	\$ -	\$ -
167	Poly, Open-Head – New (85 gallons)	\$ 165.00	\$ -	\$ -	\$ -	\$ 181.50	\$ -	\$ -	\$ -
168	Poly, Open-Head – Reconditioned (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
169	Poly, Open-Head – Reconditioned (20 gallons)	\$ 25.00	\$ -	\$ -	\$ -	\$ 27.50	\$ -	\$ -	\$ -
170	Poly, Open-Head – Reconditioned (30 gallons)	\$ 35.00	\$ -	\$ -	\$ -	\$ 38.50	\$ -	\$ -	\$ -
171	Poly, Open-Head – Reconditioned (55 gallons)	\$ 50.00	\$ -	\$ -	\$ -	\$ 55.00	\$ -	\$ -	\$ -
172	Poly, Open-Head – Reconditioned (85 gallons)	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
173	Fiberboard (5 gallons)	\$ 10.00	\$ -	\$ -	\$ -	\$ 11.00	\$ -	\$ -	\$ -
174	Fiberboard (20 gallons)	\$ 20.00	\$ -	\$ -	\$ -	\$ 22.00	\$ -	\$ -	\$ -
175	Fiberboard (30 gallons)	\$ 30.00	\$ -	\$ -	\$ -	\$ 33.00	\$ -	\$ -	\$ -
176	Fiberboard (55 gallons)	\$ 40.00	\$ -	\$ -	\$ -	\$ 44.00	\$ -	\$ -	\$ -
177	Fiberboard (85 gallons)	\$ 75.00	\$ -	\$ -	\$ -	\$ 82.50	\$ -	\$ -	\$ -
178	Poly Overpack Drum, 65 gallons	\$ 100.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ -	\$ -
179	Poly Overpack Drum, 95 gallons	\$ 160.00	\$ -	\$ -	\$ -	\$ 176.00	\$ -	\$ -	\$ -
180	Steel Overpack Drum, 110 gallons	\$ 180.00	\$ -	\$ -	\$ -	\$ 198.00	\$ -	\$ -	\$ -
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Rate Per Person per Day</b>				<b>Rate Per Person per Day</b>			
181	Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	1,000.00				1,100.00			
182	Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	600.00				660.00			
183	Level C (APR, Saranex suit, inner & outer gloves, boots, etc.)	200.00				220.00			
184	Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	50.00				55.00			

**Drums & Containers:**  
Price per Container rate includes delivery to and from the site. There will be no minimum charge.

**Personal Protective Equipment (PPE):**  
PPE Level - use this list when complete levels of protection are used. There will be no minimum charge.



**ATTACHMENT B - RATE SCHEDULE  
SOUTH REGION**


185	Work Clothes (General work clothes, safety boots, cloth gloves)	\$	20.00		\$	22.00				
<b>Line Item #</b>	<b>Personal Protective Equipment (PPE) Description</b>	<b>Price as Per Unit or Per Pair as applicable</b>								<b>Itemized Personal Protective Equipment (PPE):</b> Use this list when full levels of protection are not used, or extra items are needed. There will be no minimum charge.
186	Self-Contained Breathing Apparatus (SCBA) (unit)	\$	100.00		\$	110.00				
187	Air Purifying Respirators (APR) (unit)	\$	10.00		\$	11.00				
188	Respirator Cartridges (unit)	\$	30.00		\$	33.00			Price as indicated in each line item description:	
189	Tyvek Suit (unit)	\$	11.20		\$	12.30			-Price per Unit	
190	Saranex Suit (unit)	\$	56.00		\$	61.60			-Price per Pair	
191	Poly Rain Suit (unit)	\$	16.80		\$	18.50				
192	Acid Suit (unit)	\$	56.00		\$	61.60				
193	Polypropylene Suit (unit)	\$	22.40		\$	24.60				
194	Disposable Level A Vapor Protective Suit (unit)	\$	1,687.00		\$	1,855.70				
195	Disposable Latex Sample Gloves (pair)	\$	0.10		\$	0.10				
196	PVC Gloves (pair)	\$	4.70		\$	5.20				
197	Viton Gloves (pair)	\$	84.00		\$	92.40				
198	Nitrile Gloves (pair)	\$	0.60		\$	0.70				
199	Neoprene Gloves (pair)	\$	4.70		\$	5.20				
200	Butyl Gloves (pair)	\$	21.00		\$	23.10				
201	Leather Palm Work Gloves (pair)	\$	2.50		\$	2.80				
202	Rubber Boots (pair)	\$	35.00		\$	38.50				
203	Neoprene Boots (pair)	\$	56.00		\$	61.60				
204	PVC Boots (pair)	\$	29.40		\$	32.30				
205	Polyurethane Boots (pair)	\$	56.00		\$	61.60				
206	Disposable Latex Overboots (pair)	\$	12.60		\$	13.90				
207	Chest Waders (pair)	\$	212.80		\$	234.10				
208	Hip Boots (pair)	\$	93.80		\$	103.20				
<b>Line Item #</b>	<b>Expendables - Sampling Equipment Description</b>	<b>Price per Unit</b>	<b>Price per Dozen</b>		<b>Price per Unit</b>	<b>Price per Dozen</b>			<b>Expendables - Sampling Equipment:</b> Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.	
209	VOC Vial, 40 milliliters (EPA Level 1)	\$ 1.50	\$ 15.00		\$ 1.70	\$ 16.50			Price as indicated in each line item description:	
210	Jar, 250 milliliters (EPA Level 1)	\$ 2.50	\$ 25.00		\$ 2.80	\$ 27.50			-Price per Unit	
211	Jar, 500 milliliters (EPA Level 1)	\$ 3.50	\$ 35.00		\$ 3.90	\$ 38.50			-Price per Dozen	
212	Jar, 1 Quart/Liter (EPA Level 1)	\$ 5.00	\$ 50.00		\$ 5.50	\$ 55.00			There will be no minimum charge.	
213	VOC Vial, 40 milliliters	\$ 1.00	\$ 10.00		\$ 1.10	\$ 11.00				
214	Jar, 250 milliliters	\$ 2.00	\$ 20.00		\$ 2.20	\$ 22.00				
215	Jar, 500 milliliters	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
216	Jar, Quart/Liter	\$ 4.00	\$ 40.00		\$ 4.40	\$ 44.00				
217	Disposable Bailer	\$ 12.00	\$ 120.00		\$ 13.20	\$ 132.00				
218	Glass Sample Rods	\$ 3.00	\$ 30.00		\$ 3.30	\$ 33.00				
219	Teflon Sample Tube	\$ 15.00	\$ 150.00		\$ 16.50	\$ 165.00				
220	Disposable Coliwasa	\$ 10.00	\$ 100.00		\$ 11.00	\$ 110.00				
<b>Line Item #</b>	<b>Miscellaneous Materials Description</b>	<b>Price as indicated in each line item: Per Bag - Per Pad - Per Bale - Per Foot - Per Unit-Per Roll</b>								<b>Miscellaneous Materials:</b> Price as indicated in each line item description: - Per Bag - Per Pad - Per Bale - Per Foot - Per Unit - Per Roll There will be no minimum charge.
221	Vermiculite (Per Bag)	\$ 16.80	\$ -	\$ -	\$ -	\$ 18.50	\$ -	\$ -	\$ -	
222	Clay Oil Absorbent (Per 50 lb. Bag)	\$ 11.00	\$ -	\$ -	\$ -	\$ 12.10	\$ -	\$ -	\$ -	
223	"Spill Magic" Quick Sorb (Per 25 lb. Bag)	\$ 15.40	\$ -	\$ -	\$ -	\$ 16.90	\$ -	\$ -	\$ -	
224	Soda Ash (Per 100 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
225	Lime (Per 50 lb. Bag)	\$ 17.20	\$ -	\$ -	\$ -	\$ 18.90	\$ -	\$ -	\$ -	
226	Sodium Bicarbonate (Per 50 lb. Bag)	\$ 34.30	\$ -	\$ -	\$ -	\$ 37.70	\$ -	\$ -	\$ -	
227	Absorbent Pads (Per Pad)	\$ 0.30	\$ -	\$ -	\$ -	\$ 0.30	\$ -	\$ -	\$ -	
228	Absorbent Pads (Per Bale)	\$ 32.20	\$ -	\$ -	\$ -	\$ 35.40	\$ -	\$ -	\$ -	
229	Absorbent Sweep (Per Bale)	\$ 313.60	\$ -	\$ -	\$ -	\$ 345.00	\$ -	\$ -	\$ -	
230	Absorbent Boom, 5 inches (Per Foot)	\$ 1.40	\$ -	\$ -	\$ -	\$ 1.50	\$ -	\$ -	\$ -	
231	Absorbent Boom, 8 inches (Per Foot)	\$ 1.80	\$ -	\$ -	\$ -	\$ 2.00	\$ -	\$ -	\$ -	
232	Oil Snare On-A-Rope (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
233	Oil Snare, Loose (Per Unit)	\$ 74.20	\$ -	\$ -	\$ -	\$ 81.60	\$ -	\$ -	\$ -	
234	Visqueen, 24' x 100' x 4 milliliters (Per Roll)	\$ 210.00	\$ -	\$ -	\$ -	\$ 231.00	\$ -	\$ -	\$ -	
235	Poly Bags (Per Bag)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
236	Poly Bags (Per Roll)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
237	Roll-off Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
238	Dump Truck Liner (Per Unit)	\$ 30.10	\$ -	\$ -	\$ -	\$ 33.10	\$ -	\$ -	\$ -	
239	Drum Liner (Per Unit)	\$ 78.40	\$ -	\$ -	\$ -	\$ 86.20	\$ -	\$ -	\$ -	
240	Drum Label (Per Unit)	\$ 0.40	\$ -	\$ -	\$ -	\$ 0.40	\$ -	\$ -	\$ -	
241	Barricade Tape (Per Roll)	\$ 97.80	\$ -	\$ -	\$ -	\$ 107.60	\$ -	\$ -	\$ -	

**ATTACHMENT B - RATE SCHEDULE  
SOUTH REGION**

242	Survey Tape (Per Roll)	\$ 1.30	\$ -	\$ -	\$ -	\$ 1.40	\$ -	\$ -	\$ -	
243	Duct Tape (Per Roll)	\$ 18.90	\$ -	\$ -	\$ -	\$ 20.80	\$ -	\$ -	\$ -	
244	Polyethylene Barrier Fence, 4' x 100' (Per Roll)	\$ 40.50	\$ -	\$ -	\$ -	\$ 44.60	\$ -	\$ -	\$ -	
<b>Line Item #</b>	<b>Sampling Description</b>	<b>Sample Charge #1</b>	<b>Sample Charge #2</b>		<b>Sample Charge #1</b>	<b>Sample Charge #2</b>				<b>Sample Handling Fee</b> There will be no minimum charge.
245	Sample Charge #1 - Includes all costs. (for cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations.	\$ 185.00	\$ -		\$ 203.50	\$ -				
246	Sample Charge #2 - Charge per sample if OER supplies the cooler, packs and ships the samples.	\$ -	\$ 50.00		\$ -	\$ 55.00				

## ATTACHMENT C - WORK AUTHORIZATION/SUPPLEMENTAL FORM (WASF)

This form, when fully executed by both the Department and Contractor, is for the Contractor's Work Authorization to begin work. To submit a change order, use the same Work Authorization/Supplemental Form and check the box labeled "Supplemental WAF". This form is also used internally to initiate the encumbrance of funds for the project/event. The Department may change this form at its discretion without an amendment.



**Florida Department of Environmental Protection**  
**Office of Emergency Response**  
**WORK AUTHORIZATION FORM**

↓

Supplemental WAF

**Required Signatures: Adobe Signature or Original Ink**

Contractor: \_\_\_\_\_ DEP Incident #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_ Rep: \_\_\_\_\_ Incident Date: \_\_\_\_\_  
 Site Name: \_\_\_\_\_ OSC: \_\_\_\_\_  
 Location: \_\_\_\_\_ Phone: Office \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ Cell: \_\_\_\_\_

**Description of Work:** Respond Immediately \_\_\_\_\_ Call OSC to set date/time \_\_\_\_\_

Spill Response     Overpack Drums     Transport drums to TSA     Abandoned Drum: \_\_\_\_\_  
 Remove Soil     Sampling     Transport Drums to TSDF     Analysis of samples collected by OER.

Other: \_\_\_\_\_

Suspected Materials, and amounts: \_\_\_\_\_

**Level of Effort: (Check all that apply)**      Use Subcontractor per OSC

<p><b>Personnel</b></p> <input type="checkbox"/> Supervisor: _____ <input checked="" type="checkbox"/> Recovery Tech: _____ <input type="checkbox"/> Field Chemist: _____ <input type="checkbox"/> Equip. Oper.: _____ <input type="checkbox"/> Other: _____	<p><b>Vehicles</b></p> <input type="checkbox"/> Response Truck <input type="checkbox"/> Straight Truck <input type="checkbox"/> Vacuum Truck <input type="checkbox"/> Pickup or Van <input type="checkbox"/> Backhoe or Similar <input type="checkbox"/> Contract Rate: _____	<p><b>Equipment</b></p> <input type="checkbox"/> Overpack Drums: _____ <input type="checkbox"/> 55-gal. Drums: _____ <input type="checkbox"/> Sampling Gear EPA Level 1 <input type="checkbox"/> Sampling Gear EPA Level 2 <input type="checkbox"/> Other: _____	<input type="checkbox"/> Visqueen <input type="checkbox"/> Roll-off Containers: _____ <input type="checkbox"/> Vapor Detector <input type="checkbox"/> PPE Level: _____ <input type="checkbox"/> MOT
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Comments: \_\_\_\_\_

**Analytical & Disposal Arrangements:** (analytical will usually be listed on Chain-of-Custody or other form)

Via Contractor     Via Subcontractor    Other: \_\_\_\_\_  
 Profile Wastes as: \_\_\_\_\_

Work Assignment Type: fixed price       Not to Exceed estimate amount: \$ \_\_\_\_\_

**Funding Information:** (information provided by OER budget rep., budget rep to sign after WAF executed, but prior to transmittal to F&A)

Project No.	Organization Code	EO	Object Code	Fund	Category/Yr	Amount

Approved:

DEP Representative: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Rep: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_


OER Budget Rep: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deliverable will be reviewed and evaluated by the DEP Contract Manager to ensure appropriate documentation reviewed and/or provided and that the documentation submitted is complete, accurate, and submitted timely

OER\_13 (Effective 7-01-2017)

# ATTACHMENT D – DEP OFFICE OF EMERGENCY RESPONSE DAILY REPORT FORM

The Daily Report is used by the Department and the Contractor to track all details of the Event and when the project/event is complete, it is used to reconcile the Office of Emergency Response Contractual Services Invoice, Attachment E.

	DEP Office of Emergency Response		<b>DAILY REPORT</b>		
	Contractor:	Site:	OER Office:	Mo./Day/Yr	OER Incident#
	Contract #/E	City: County:	Page 1 of 1		

WORK DESCRIPTION	Work Completed:	Actions Pending:	Reimbursement Potential:	Other Comments:
<b>Objectives:</b> <input type="checkbox"/> Fixed-price "1-10 drums" response <input type="checkbox"/> abandoned drums sampling/staging <input type="checkbox"/> spill response <input type="checkbox"/> transport for disposal <input type="checkbox"/> search warrant assistance <input type="checkbox"/> other:	<input type="checkbox"/> drums sampled <input type="checkbox"/> drums overpacked <input type="checkbox"/> spill cleaned up <input type="checkbox"/> soil removed <input type="checkbox"/> env. sampling <input type="checkbox"/> drums transported to TSA <input type="checkbox"/> drums transported to TSDF	<input type="checkbox"/> analytical/profiling <input type="checkbox"/> transport for disposal <input type="checkbox"/> 2nd shipment to finish <input type="checkbox"/> contractor work finished <input type="checkbox"/> investigation <input type="checkbox"/> enforcement action <input type="checkbox"/> reimbursement action	<input type="checkbox"/> Yes <input type="checkbox"/> likely <input type="checkbox"/> unlikely <input type="checkbox"/> no <input type="checkbox"/> OPA-90 reimbursable <input type="checkbox"/> Resp. Party reimbursable Comments:	<input type="checkbox"/> WAF changes okayed by OSC

CONTRACTOR PERSONNEL					Total Hours	
Title	\$/hr.	Employee Name	Hours, start - finish	down time	standard	OT

EQUIPMENT & EXPENDABLES								
qty.	VEHICLES/SIZE	Hours Used	qty.	PPE	unit \$	qty.	PPE (cont'd.)	unit \$
	stakebed truck/			tyvek suit			Level B	
	backhoe/			saranex suit			Level C )	
	vacuum truck/			sample gloves			Level D	
	pickup truck/			nitrile gloves			Work Clothes	
	pickup truck/			poly boots - disposable				
	response trailer							
qty.	DRUMS	unit \$	qty.	MISC.	unit \$	qty.	OTHER	unit \$
	85-gal. steel overpack			sample rod			drum labels	
	85-gal. poly overpack			sample bailer			granular absorbant	
	55-gal. metal			sample jar: ( )			absorbant pads	
	55-gal. poly			sample jar: ( )				
				VOC vial: ( )				


DISPOSAL Transportation:					REMARKS:
drum #s	profile #	size (gal.)	disposal category	\$/drum	

<b>SIGNATURES:</b>	Contractor Rep.: (print) sign:	for DEP (OSC): (print) sign:
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# ATTACHMENT E - OFFICE OF EMERGENCY RESPONSE CONTRACTUAL SERVICES INVOICE

	<p>Florida Department of Environmental Protection Office of Emergency Response</p> <h2 style="margin: 0;">Contractual Services Invoice</h2>
<p>Contractor Invoice # <input style="width: 150px; height: 20px;" type="text"/></p> <p>Invoice Date: <input style="width: 150px; height: 20px;" type="text"/></p> <p>Date(s) Services Rendered: <input style="width: 150px; height: 20px;" type="text"/></p>	<p>DEP/OER Work# <input style="width: 150px; height: 20px;" type="text"/></p> <p>Contract# <input style="width: 150px; height: 20px;" type="text"/></p> <p>Site Name: _____</p> <p>City: _____ County: _____</p>
<p><b>Vendor:</b></p> <p>FEID # _____</p> <p>Phone # _____</p> <p>Agent: _____</p>	<p><b>Bill to:</b></p> <p>Florida Dept. of Environmental Protection Office of Emergency Response 3900 Commonwealth Blvd., MS 659 Tallahassee, FL 32399-3000</p> <p><small>Be sure to submit FIVE (5) complete copies of your invoice, including the attachments. But, only ONE completed copy of this form is needed. Please attach this form to the TOP of your ORIGINAL invoice.</small></p>
<p><b>Contractor Use:</b></p>	
<p><b>Fixed Price:</b></p> <p>1. Contract/Task Amount: \$ _____</p> <p>2. Less Previous Invoiced: \$ _____</p> <p>3. Other: _____ :\$ _____</p> <p>4. INVOICE TOTAL: <input style="width: 100px; height: 20px;" type="text"/></p>	<p><b>Cost Plus:</b></p> <p>1. Contract/Task Amount: \$ _____</p> <p>2. Less Previously Invoiced: \$ _____</p> <p>3. Other: _____ \$ _____</p> <p>4. INVOICE TOTAL: <input style="width: 100px; height: 20px;" type="text"/></p>
<p>DEP Use: Organization Code:</p> <p><input type="checkbox"/> Water Quality Assistance Trust Fund</p> <p><input type="checkbox"/> Coastal Protection Trust Fund</p> <p><input type="checkbox"/> Inland Protection Trust Fund</p> <p><input type="checkbox"/> Hazardous Waste Management Trust Fund</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> module 0100      <input type="checkbox"/> module</p>	<p><input type="checkbox"/> G1</p> <p>EO <input type="checkbox"/> C1    Cat: 030000</p> <p>Date Services rendered:    / /</p> <p>Date Invoice received:      / /</p> <p>Approved Signature _____</p>
<p><b>Comments:</b></p> <p>If the invoice amount was changed by DEP, it was due to: _____</p> <p>Is this the last invoice for this particular project/work? _____</p> <p>Is this the FINAL invoice for this CONTRACT, then check this block:</p> <p style="text-align: right;"> <input type="checkbox"/> Invoice Errors    <input type="checkbox"/> Liquidated Damages    <input type="checkbox"/> Other                  Yes    <input type="checkbox"/> No             </p>	

## ATTACHMENT F - OFFICE OF EMERGENCY RESPONSE REGIONS MAP

### Northwest Region counties include:

- Bay, Calhoun, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. (Pensacola District)
- Franklin, Gadsden, Gulf, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla. (Tallahassee District)

### Northeast Region counties include:

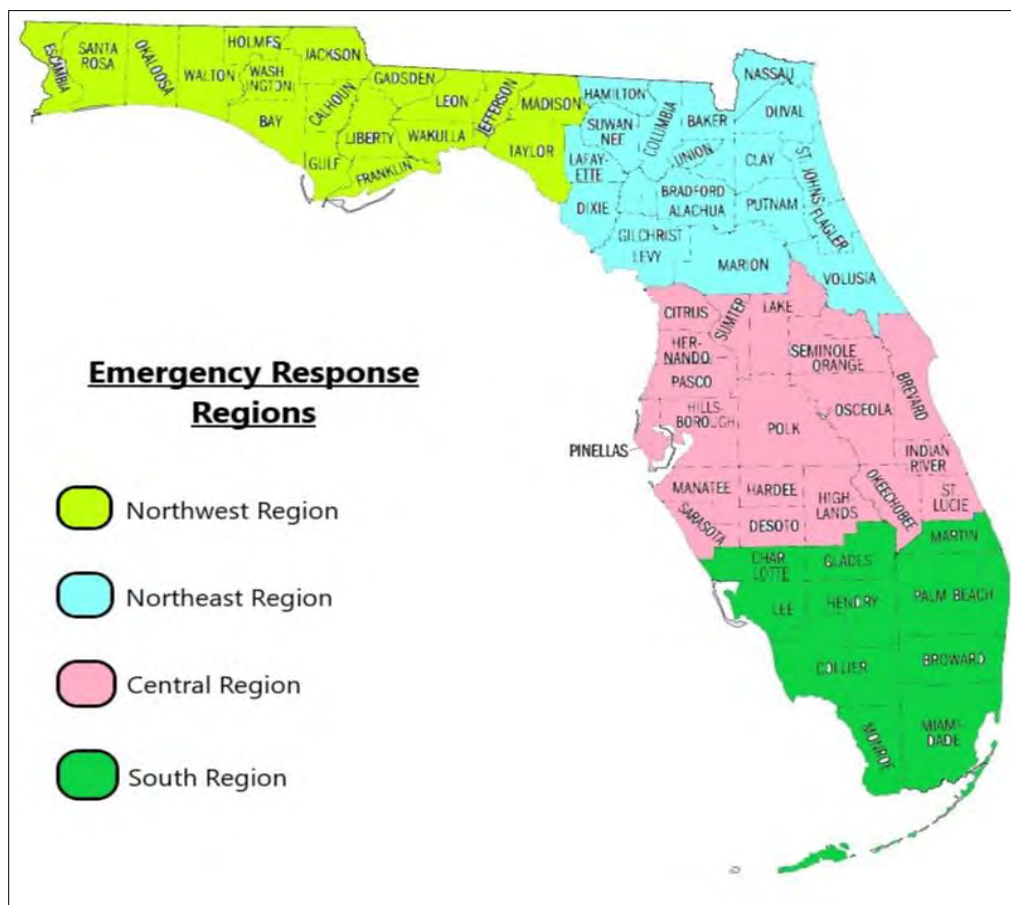
- Dixie, Gilchrist, Hamilton, Lafayette, and Suwannee. (Tallahassee District)
- Alachua, Baker, Bradford, Clay, Columbia, Duval, Flagler, Levy, Nassau, Putnam, St. Johns, and Union. (Jacksonville District)
- Marion and Volusia. (Orlando District)

### Central Region counties:

- Citrus, Hardee, Hernando, Hillsborough, Manatee, Pasco, Pinellas, and Polk. (Tampa District)
- Brevard, Lake, Orange, Osceola, Seminole, and Sumter. (Orlando District)
- DeSoto, Highlands, and Sarasota. (Fort Myers District)
- Okeechobee, Indian River, and St. Lucie. (West Palm District)

### South Region counties:

- Charlotte, Collier, Glades, Henry, Lee, and Monroe. (Fort Myers District)
- Broward, Martin, Miami-Dade, and Palm Beach. (West Palm District)



# ATTACHMENT G - QUALITY ASSURANCE REQUIREMENTS FOR DEPARTMENT CONTRACTS

## Quality Assurance Requirements for Department Contracts

All sampling and analyses performed under this Contract must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), April 2002.

### 1. Laboratories

- a. The Contractor shall ensure that all laboratories identified in this Contract have testing activities that are performed by a laboratory certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP) for the test methods and analyses measured.
- b. If the laboratory is not certified for some or all of the proposed test measurement, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
- c. Prior to providing analytical services, the laboratory must provide information for all test measurements that at least one set of performance test samples that meet the DOH ELCP certification requirements have been passed successfully within the last six months.
- d. The Contractor shall ensure the laboratories maintain their certification for all test methods during the life of the Contract. The laboratory shall notify the Contractor in writing of any changes before such changes are made. In turn, the Contractor will send such notification to the Department Contract Manger.
- e. A copy of the DOH Certificate and the list of test methods for each laboratory shall be provided to the Department Contract Manager upon Contract execution or upon receiving DOH certification (see 2.b. above).
- f. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) whether DOH ELCP certification is required or not, shall be submitted for review and approval in accordance with DEP-QA-001/01 "New and Alternative Analytical Laboratory Methods", February 1, 2004. The method must be approved by the Department before use.
- g. The Contractor shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP- QA-002/02. In addition, the following shall apply:
  - 1) The Contractor shall ensure that at least five percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified below.
  - 2) The Contactor shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of five (5) percent (%) per test and matrix.

- 3) Laboratory Control Samples (LCS) (also known as Laboratory Fortified Blanks) must be evaluated with each analytical batch at the same concentration as the sample matrix spikes. The results must be within method-specified limits.
- 4) The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked at an incorrect level, then the entire batch of samples must be re-prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.
- 5) No analyses may be performed using expired reagents, calibration solutions or check solutions.
- 6) The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.

## **2. Field Activities**

- a. All sample collection and field activities shall be performed in accordance with the Department's DEP-SOP-001/01 FT 1000 General Field Testing and Measurement.
- b. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.
- c. Samples from criminal or enforcement cases will be transported to a laboratory designated by the State On-Scene Coordinator (SOSC) or will be turned over to the SOSC.
- d. The SOSC may designate an alternate laboratory for use during this contract.
- e. The following shall apply:
  - 1) The Contractor shall ensure that at least five percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified below.
  - 2) The Contractor shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of 5% per test and matrix.

## **3. Reporting, Documentation and Records Retention**

- a. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after project completion.
- b. In addition to the **National Environmental Laboratory Accreditation Conference (NELAC)** compliant laboratory report, the Contractor shall require that the laboratory provide additional information to satisfy Tier 1 validation requirements as outlined in DEP-QA-002/02.



- c. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.
- d. Documentation of field sampling activities must be maintained in compliance with the Documentation Procedures specified in FT 1000 of the Department's DEP-SOP-001/01 FT 1000 General Field Testing and Measurement.
- e. The Contractor shall adhere to the documentation and records requirements for project data contained in DEP Requirements for Field and Analytical Work (DEP-QA-002/02).
- f. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved.
- g. Legal or evidentiary chain-of-custody as defined in DEP-SOP-001/01 FT 1000 General Field Testing and Measurement and the NELAC Standards shall be observed.

#### **4. Audits**

- a. Audits by The Department – Pursuant to Chapter 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department results in a determination that the data are not usable for the proposed purpose, the Department reserves the right to terminate the Contract.
- b. Quality Systems Audits – The Contractor and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed and documented in the organization's records.

#### **5. Deliverables**

- a. The following are the deliverables associated with the Quality Assurance requirements associated with this Contract:
  - 1) A copy of the Department of Health (DOH) Environmental Laboratory Certification Program (ELCP) certificate including the list of test methods and analytes of the laboratories identified in this Contract.
  - 2) Copies of performance test results (see 1C of Laboratories above).
  - 3) Non-standard laboratory or field procedures – written approval, or submission of the complete packet of information for review.

Note: All documents referenced in the Attachment are available at the following website: <https://floridadep.gov/dear/florida-dep-laboratory>

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## ATTACHMENT H - SUBCONTRACTOR UTILIZATION REPORT FORM

(If Applicable)

**DIRECTIONS:** Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.

DEP Contract No.:		INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
Invoice Number:		BUSINESS CLASSIFICATION			CERTIFIED MBE				NON-CERTIFIED MBE			NON-PROFIT ORG.											
Work Authorization No. (if applicable):		Non-Minority	Small Business (State)	Small Business (Federal)	Governmental Agency	Non-Profit Organization	P.R.I.D.E.	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	African American	Hispanic	Asian/Hawaiian	Native American	American Woman	Service-Disabled Veteran	Board Is 51% Or More Minority	51% Or More Minority Officers	51% Or More Minority Community	Other Non-Profit
Invoice Service Period:																							
List Names & Addresses of Subcontractors Utilized This Invoice Period	List Amount Paid To Each Subcontractor This Invoice Period																						
<i>(add extra rows as needed)</i>																							

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:**

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

Signature & Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## ATTACHMENT I - PUBLIC RECORDS REQUIREMENTS

### 1. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)  
**Mailing Address:** Department of Environmental Protection  
**ATTN:** Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

## ATTACHMENT J - CONTRACT PAYMENT REQUIREMENTS

### Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, [Reference Guide to State Expenditures](https://www.myfloridacfo.com/division/aa/manuals/) (Updated February 2011) can be found at the following web address: <https://www.myfloridacfo.com/division/aa/manuals/>

## ATTACHMENT K - CONTRACTOR AFFIDAVIT / RELEASE OF CLAIMS FORM

This affidavit must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Work Authorization. The signature of the Contractor shall be notarized as set forth below. Final payment for a Work Authorization will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, \_\_\_\_\_ am the  
\_\_\_\_\_ of  
Name of Person Appearing Title of Person Appearing

\_\_\_\_\_ with the authority to make this statement on behalf;  
Name of Contractor

2. \_\_\_\_\_ ("the  
Contractor") entered into an Agreement with  
Name of Company or Person

the Department to perform certain work under Work Authorization No. \_\_\_\_\_.

3. Contractor has completed the work in accordance with the aforementioned Work Assignment, including all attachments. Thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Work Authorization, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Work Authorization, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Work Authorization number. Any exemptions not attached are waived.

\_\_\_\_\_  
Signature of Authorized Contractor Representative

----- **Notarization of Signature of Contractor (Required)** -----

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

- Personally known
- Produced Identification. Type of ID: \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature My Commission Expires: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_ Commission Number (if applicable) \_\_\_\_\_