

CONTRACT AWARD
SP-38 - Rev. 11/14/19
Prev. Rev. 10/23/19

Paul Greco
Contract Specialist

860-713-5189
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0249

Contract Award Date:

30 April 2020

Bid Due Date:

20 March 2020

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Various Environmental Services

FOR:
Department of Administrative Services, Department of Transportation, All Using State Agencies, and Political Subdivisions

TERM OF CONTRACT:
June 1, 2020 through May 31, 2025

AGENCY REQUISITION NUMBER: See file

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Est. \$ 6,900,000.00		Est. \$1,150,000.00	Est. \$8,050,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

See page two and three for Contractor information.

See page four for Client Agency Contract Utilization.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
(Original Signature on Document in Procurement Files)

Name: **CAROL WILSON**

Title: CT DAS Procurement Director

Date:

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **ACV Environmental Services, Inc.**

Company Address: **928 East Hazelwood Ave. Rahway NJ 07065**

Contact Person: **Hugh Plunkett**

Tel. No.: **203-384-6020**

Company/Contact Person Email Address: **hplunkett@acvenviro.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **2%-10 days or**

Contract Value: **Est. \$ 1,150,000.00**

Net 45

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Cisco LLC**

Company Address: **525 Ella Grasso Blvd. New Haven, CT 06519**

Contact Person: **Chris Dickman**

Tel. No.: **203-752-2558**

Company/Contact Person Email Address: **cdickman@snet.net**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **Est. \$ 1,150,000.00**

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **NRC East Environmental Services Inc.**

Company Address: **19 National Dr. Franklin, MA 02038 / CT Office: 89 Commerce Circle, Durham, CT 06422**

Contact Person: **Angie Coe**

Tel. No.: **508-966-6000**

Company/Contact Person Email Address: **acoe@nrcc.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **2% - 15 days or**

Contract Value: **Est. \$ 1,150,000.00**

Net 45

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Moran Environmental Recovery, LLC**

Company Address: **20 Commerce Rd. Newtown, CT**

Contact Person: **Mike Barden**

Tel. No.: **203-270-0095**

Company/Contact Person Email Address: **mbarden@moranenvironmental.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **Est. \$ 1,150,000.00**

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Manafort Brothers Inc.**

Company Address: **414 New Britain Ave. Plainville, CT 06062**

Contact Person: **Justin Manafort**

Tel. No.: **860-229-0095**

Company/Contact Person Email Address: **jusmanafort@manafort.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **Est. \$ 1,150,000.00**

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Laydon Industries, LLC**

Company Address: **51 Longhini Lane New haven, CT 06519**

Contact Person: **Kristi Laydon**

Tel. No.: **203-562-7283**

Company/Contact Person Email Address: **www.laydonindustries.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery: **As required**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **Est. \$ 1,150,000.00**

Agrees to Supply Political SubDivisions: **yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Environmental Services, Inc.**

Company Address: **90 Brookfield St. South Windsor, CT 06074**

Contact Person: **Bruce Devanney**

Tel. No.: **860-528-9500**

Company/Contact Person Email Address: **bdevanney@e-s-i.com**

Contact Person Address: **same**

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Delivery:

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **Est. \$ 1,150,000.00**

Agrees to Supply Political SubDivisions: **yes**

Utilization and Selection of a Contractor by the Client Agency

Utilization of a Contractor is at the Client Agency's discretion. Performance of the Contractor on previous projects and work will be considered in the selection of the Contractor and issuance of purchase orders. The Client Agency reserves the right to base its selection of a Contractor and its decision to issue purchase orders on Contractor availability, Contractor response time ability, equipment and personnel resources available, specialized service experience required, or other pertinent Service requirement factors.

When Services are required, the Client Agency will select a Contractor by one of the following three (3) methods depending on the circumstances surrounding work to be performed:

- **Standard Contract Use**

The Client Agency will estimate the scope of Services required for a planned project. Such estimate will be determined by using the unit prices found on the Exhibit B Price Schedule. The Client Agency shall select the Contractor with the lowest overall cost for the planned project. In the event the Contractor is unable to respond to the Client Agent's request to Perform within a timeframe set by the Client Agency, the next Contractor with the next lowest overall cost will be contacted and the process repeated.

- **Specialized Contract Use**

The Client Agency will prepare a scope of work for a particular project, which will be provided to all awarded Contractors. All Contractors will be requested to submit a cost proposal and work plan for the required Services. The Client Agency will evaluate each of the proposals submitted by the Contractor(s) and will select a Contractor based on the Client Agency's determination of which work plan and Contractor is best suited to expedite the required Services. The Client Agency may provide comments or other conditions to revise the selected Contractor's work plan. Any additional or unforeseen work will be paid in accordance with Exhibit B.

- **Immediate Contractor Response**

In the event of a hazardous material spill, release or other event deemed by the Client Agency to be immediately hazardous, the Client Agency will select the Contractor in the Client Agency deems best able to serve the State's best interests. Selection criteria for a Contractor in this instance may include but not be limited to Contractor availability, equipment requirements and availability, geographic location of both Contractor and the event, site familiarity, response time and availability and a Contractors' expertise in responding to such an event or occurrence.

Note:

Client Agencies are strongly encouraged to request and obtain from the Contractor copies of any and all applicable and necessary permits, certifications and or licenses required for proof of continued contract compliance when selected to perform a particular environmental project.

Client Agencies are strongly encouraged to validate that Contractor's Exhibit B awarded pricing has been applied within any Contractor cost proposal.

CONTRACT #19PSX0249

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**ACV Environmental Services, Inc.,
NRC East Environmental Services, Inc.,
Moran Environmental Recovery, LLC,
Manafort Brothers, Inc., Laydon Industries LLC,
Environmental Services, Inc., Cisco LLC**

ENVIRONMENTAL SERVICES

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Emergency Standby for Goods and/or Services
 23. Setoff
 24. Force Majeure
 25. Advertising
 26. Americans With Disabilities Act
 27. Representations and Warranties
 28. Representations and Warranties Concerning Motor Vehicles
 29. Disclosure of Contractor Parties Litigation
 30. Entirety of Contract
 31. Exhibits
 32. Executive Orders
 33. Non-Discrimination
 34. Tangible Personal Property
 35. Whistleblowing
 36. Notice
 37. Insurance
 38. Headings
 39. Number and Gender
 40. Parties
 41. Contractor Changes
 42. Further Assurances
 43. Audit and Inspection of Plants, Places of Business and Records
 44. Background Checks
 45. Continued Performance
 46. Working and Labor Synergies
 47. Contractor Responsibility
 48. Severability
 49. Confidential Information
 50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
 51. Cross-Default
 52. Disclosure of Records
 53. Summary of State Ethics Laws
 54. Sovereign Immunity
 55. Time of the Essence
 56. Reserved
 57. Campaign Contribution Restriction
 58. Reserved
 59. Protection of Confidential Information
 60. Antitrust
 61. Audit Requirements for Recipients of State Financial Assistance
- EXHIBIT A** - Description of Goods & Services and Additional Terms and Conditions
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Paul Greco, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Bid: A submittal in response to an Invitation to Bid.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (d) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

- (f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
- (g) Contractor: A person or entity who submits a Bid and who executes a Contract.
- (h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
- (l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
- (m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

2. Term of Contract; Contract Extension. The Contract will be in effect from June 1, 2020 through May 31, 2025.

The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

- (b) Payment Terms and Billing:

(1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

- (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

- (d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination.

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
 - (a) For purposes of this Section, the following terms are defined as follows:

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Paul Greco

If to the Contractor:

At the address set forth on Form SP-38.

37. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) **Reserved**

38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

42. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. **Audit and Inspection of Plants, Places of Business and Records.**

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
 - (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

- 52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.
57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
58. Reserved.
59. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall

Contract # 19PSX0249

Contract Document

SP-50 Rev. 10/11/19

Prev. Rev. 7/18/19

become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Exhibit A Description of Goods and Services and Additional Terms and Conditions

Scope

This Contract is for environmental Services for work and projects that include but are not limited to soil and groundwater site remediation; immediate Contractor response to discharge, spillage, uncontrolled loss, seepage, or filtration of oil, petroleum, chemical liquids or solids, or hazardous waste upon land or into waters of the State; environmentally sensitive sites that require above ground and underground storage tank system(s) removal, replacement or repairs; site and facility remediation and improvements to include but not limited to boiler room modifications, installation of oil/water separators, floor drains, holding tanks, sanitary sewer lines, water services, and pumping stations; site improvements incidental to a hazardous material recovery or cleanup in areas of known or suspected contamination including but not limited to installation of bituminous paving, concrete slabs, storm drainage structures and piping, sanitary sewers connections and repairs; structure demolition; household hazardous waste management and disposal; remediation system fabrication, installation, operation, and maintenance; contaminated soil management and disposal; and other similar environmental work consistent with the intent of this Contract.

Contractor selection, Purchase Orders and Invoicing

I. Contractor Selection by the Client Agency / Purchase Orders and Invoicing

Utilization of a Contractor is at the Client Agency's discretion. Performance of the Contractor on previous projects and work will be considered in the selection of the Contractor and issuance of purchase orders. The Client Agency reserves the right to base its selection of a Contractor and its decision to issue purchase orders on Contractor availability, Contractor response time ability, equipment and personnel resources available, specialized service experience required, or other pertinent Service requirement factors.

When Services are required, the Client Agency will select a Contractor by one of the following three (3) methods depending on the circumstances surrounding work to be performed:

- **Standard Contract Use**

The Client Agency will estimate the scope of Services required for a planned project. Such estimate will be determined by using the unit prices found on the Exhibit B Price Schedule. The Client Agency shall select the Contractor with the lowest overall cost for the planned project. In the event the Contractor is unable to respond to the Client Agent's request to Perform within a timeframe set by the Client Agency, the next Contractor with the next lowest overall cost will be contacted and the process repeated.

- **Specialized Contract Use**

The Client Agency will prepare a scope of work for a particular project, which will be provided to all awarded Contractors. All Contractors will be requested to submit a cost proposal and work plan for the required Services. The Client Agency will evaluate each of the proposals submitted by the Contractor(s) and will select a Contractor based on the Client Agency's determination of which work plan and Contractor is best suited to expedite the required Services. The Client Agency may provide comments or other conditions to

revise the selected Contractor's work plan. Any additional or unforeseen work will be paid in accordance with Exhibit B.

- **Immediate Contractor Response**

In the event of a hazardous material spill, release or other event deemed by the Client Agency to be immediately hazardous, the Client Agency will select the Contractor in the Client Agency deems best able to serve the State's best interests. Selection criteria for a Contractor in this instance may include but not be limited to Contractor availability, equipment requirements and availability, geographic location of both Contractor and the event, site familiarity, response time and availability and a Contractors' expertise in responding to such an event or occurrence.

II. Invoicing

Contractors are not guaranteed work under this Contract. The Client Agency will only pay for services requested and Performed to the satisfaction of the Client Agency and invoiced correctly with a valid purchase order.

Invoices must be submitted to the Client Agency's designated representative for review. All items invoiced must include the appropriate Contract item number as indicated in Exhibit B and all materials and subcontracted items must be fully and appropriately documented. Certified payrolls must accompany all invoices for labor charges to document payment of prevailing wage rates. Invoices will not be considered complete and acceptable until all necessary documentation has been received. Final invoicing must be received within ninety (90) days of Client Agency acceptance of work Performed. Failure to comply may result in nonpayment.

ConnDOT's Accounts Payable Unit through the Connecticut Comptroller's Office will issue payments for ConnDOT work performed. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing by the ConnDOT, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable
P.O. Box 317546
Newington, CT 06131-7546

Contractors will be required to contact other Client Agency processing units to process invoices.

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

General, Technical and Exhibit B Pricing Specifications

- A. In the event an emergency or under other circumstances where immediate response Services are required, the Contractor will be required to be at the event location within two (2) hours of receipt of the request for Services by the Client Agency. If the Contractor has reason to believe that the Contractor cannot respond to the required location with all required equipment within two (2) hours, it shall immediately notify the Client Agency.
- B. The Contractor must provide the majority of the Services described in these specifications. The Client Agency reserves the right to reject any proposed subcontractor.
- C. The Contractor shall inform the Client Agency in writing prior to purchasing any related Goods or Services from a subcontractor or secondary supplier.
- D. Unless otherwise directed by the Client Agency, the Contractor shall furnish to the Client Agency a minimum of three quotes for any required Goods or subcontracted Services having a value in excess of ten thousand dollars (\$10,000). The Contractor shall obtain approval in writing from the Client Agency prior to furnishing the selected Goods or subcontracted Services to the Client Agency.
- E. No markup will be allowed on any piece of rental equipment, subcontracted labor, or materials that are listed in on the Exhibit B Price Schedule. Markup for materials and outside Services not listed in Exhibit B Price Schedule will not exceed a 2.5% mark-up.
- F. There may be occurrences in which Services, labor and equipment are required for a project but not itemized in Exhibit B. The Contractor shall request prior, written Client Agency approval of the use of such items.
- G. The Client Agency will not pay for tools of the trade which include but are not limited to the following:
 - Reusable hand and small tools (e.g., hand tools screwdrivers, hammers, hand shovels, rakes, saws garden hoses).
 - Reusable protective clothing.
 - Computer equipment and software including all costs relating to use of such equipment.
 - Communication equipment, including but not limited to regular and cellular telephones, including all costs relating to the use of such equipment.
 - Consumable supplies/equipment.
 - Cost of routine cleaning of equipment.
 - Monitoring equipment (e.g. PID's, 4-gas meters, LEL/O₂ meters) related to implementation of the Contractor's health and safety plan.

- H. Labor rates are the price per man-hour (prevailing wage rate) for job site labor performed by each labor classification as defined under “Labor Class Definitions” below. Time for labor begins when the Contractor, its employees or its subcontractors are at the job site and ready to commence Services. Travel time, or any other miscellaneous charges pertaining to the furnishing of labor listed on the Contract are not allowed except as allowed under 4. below. Labor rates will be computed in terms of straight time, overtime, and premium time which, for purposes of this Contract, are defined as follows:
1. Straight time labor rates mean an eight hour Contractor employee shift Performed between the hours of 7:00 Am Eastern time and 5:00 PM Eastern Time commencing at a scheduled time, which is project specific and on the days of Monday through Friday.
 2. Overtime labor rates may not exceed “time-and-one-half” of the straight time rate and are only allowable for those hours when an overtime wage rate is paid to the Contractor’s employee, as shown on certified payrolls and pre-approved in writing by the Client Agency. Such overtime may only include the time in excess of the specified eight (8) hour shift Monday through Friday and all day Saturday and Sunday.
 3. Overtime time rates will not be applied to equipment rental rates.
 4. Travel time will only be allowed for immediate contractor response work with a duration of 2 days or less.
- I. All labor rates must include Level D Personnel Protective Equipment (PPE). The Contractor shall provide Level C or Level B PPE to its personnel if the Client Agency determines that the environmental work is hazardous and or requires an elevated hazardous response. Payment for the upgrade will be subject to the prior written approval of the Client Agency. The use of protective clothing for purposes other than a Level C or Level B upgrade requirements is not subject to payment.
- J. The Client Agency’s representative will monitor the use of all labor and equipment. If the Client Agency’s representative determines that manpower or equipment is not being utilized, it will not be paid for while not in use.
- K. The number of hours paid for all equipment used at a site or project is to be computed at the job site location. Performance time begins when the Contractor is at the project location and ready to commence Services. This Contract does not allow for trip time, travel time, delivery charges, or any other miscellaneous charges pertaining to the rental of equipment, except for the mobilization of large, non over-the-road equipment. Mobilization of large, non over-the-road equipment (wheeled and track) to and from the project site which is necessary for the Performance of work will be paid as the actual time required to move the equipment, not to exceed two (2) hours. Mobilization will not be paid for movement of any equipment for the convenience of the Contractor.
- L. The actual number of hours recognized and paid for truck drivers and dump trucks and dump trailers utilized to haul material from the project site each day will only be computed from the time that the truck drivers, dump trucks and dump trailers are on the project location ready to work until they complete their last load routing and return to the project site or return to the Contractor’s place of business, whichever is less. Travel time to the project location from the Contractor’s place of business will not be considered for payment.

- M. Hours paid to haul material to the project location each day will begin at the time hauling trucks arrive at the facility to pick up the load for delivery to the project location and end after depositing the final load at the project location. Travel time from the project location returning to the Contractor's place of business will not be considered for payment.
- N. For work requiring trucking, drivers and trucks including, but not limited to, hauling trucks, tri-axes, dump trailer and tractor, dump trucks and rolloff trucks will be paid at the established Contract rates for the first five (5) drivers/trucks per day for each type of truck. If additional trucking is required beyond this requirement, this work will be considered a subcontracted service and handled in accordance with those provisions of this Contract.
- O. The Client Agency will provide the Contractor with the analytical test results for soil requiring off-site disposal. The Contractor will then obtain and complete all necessary paperwork, including waste profiles, Material Shipping Record and Log and similar material analysis forms and then forward them to the Client Agency for signature as the generator of the material being transported. The Contractor shall be responsible for all scheduling and coordination with the selected disposal facility and preparation of all manifests and bills of lading. When necessary, the Client Agency will obtain the Environmental Protection Agency generator identification number and provide such number to the Contractor.
- P. The Contractor shall be required to pay for all permits, licenses, and fees, and to give all notices and comply with all Federal as well as State of Connecticut laws, ordinances, rules and regulations of the city or town in which any required installations are to be made.
- Q. The Contractor shall credit the Client Agency for the full monetary value of any salvageable and recyclable materials retrieved or removed from a Client Agency's project site to include but not be limited to scrap metals. Such a credit must be invoiced as a line item credit on the project specific invoice(s).
- R. The Contractor shall be responsible for all work Performed on any project, all work Performed by its subcontractors, and the Performance of all equipment installed, repaired or replaced. In addition, any work done or materials used without inspection by a Client Agency representative may be ordered exposed for examination and testing, and restored at the Contractor's expense. If found unacceptable, the work will be removed and replaced at the Contractor's expense. All costs related to a damage caused by the Contractor's action or inaction, or defective materials supplied by the Contractor will be the Contractor's responsibility including but not limited to repair/replacement of such defect, contaminated soil and groundwater remediation and disposal, and replacement of lost fuel. Any property damage caused by the Contractor must be repaired to the satisfaction of the Client Agency at no cost to the Client Agency.
- S. All work to be Performed by the Contractor must comply with, as a minimum, the State of Connecticut Building Code as adopted pursuant to CGS § 29-252, as amended; and the Connecticut Fire Safety Code as adopted pursuant to CGS § 29-292, as amended. These codes include, but are not limited to, the following:

1. The International Building Code with the State Building Code, including latest Connecticut Supplement and Amendments.
2. The International Plumbing Code.
3. The International Mechanical Code.
4. The International Existing Building Code.
5. The International Energy Conservation Code.
6. The National Fire Protection Association (NFPA) 70 National Electrical Code.
7. The International Code Council (ICC) / American National Standards Institute (ANSI) A117.1.

The year of the code governing the Contractor's Performed work will be the current code which has been adopted as per the above Connecticut General Statutes for any project.

T. Safety precautions and environmental compliance

1. The Contractor shall be responsible for taking all necessary precautions for the safety of employees on the work site location and shall comply with all applicable provisions of Federal, State, and municipal regulations and building codes to prevent accidents or injuries to persons on, about, or adjacent to the premises where the work is being Performed. The work area must be kept tidy, clean, and free from any and all materials not required at the site..
2. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of work, all necessary safeguards for the protection of workers and the public. Contractor shall post danger signs warning against the hazards created by such features of construction. The Contractor shall designate a responsible member of the Contractor's organization on the work site whose duty is the prevention of accidents. The name and position of the person designated must be reported in writing to the Client Agency's project coordinator by the Contractor.
3. The Contractor is responsible for compliance with all State and Federal environmental laws and regulations.
4. Contractor should note that all disposal of contaminated and/or hazardous materials must go to facilities approved by the Client Agency in writing using transporters approved by the Client Agency in writing. Contractor shall prepare the manifest(s) required by Regulations of Connecticut Agencies § 22a-449(c)-102 or any other required manifest, shipping paper, or bill of lading prior to the transportation and disposal of any of the aforementioned wastes.

U. Equipment Regulations

Contractors renting or supplying equipment or vehicles are required to equip all equipment and vehicles with all required safety or other operational devices. Equipment is to be in compliance with all of the applicable Federal, State of Connecticut, and municipal regulations in force at the time of the equipment rental or supply.

- V. Labor Class Definitions. The following labor classes and their Performance of duties include but are not limited to the following.

1. OPERATIONS SUPERVISOR

- a. Directs activities of project workers both in the field and corporate office.
- b. Studies specifications to plan procedures for construction.
- c. Estimates overtime and completion times and staffing requirements for each phase of construction, based on knowledge of available tools, equipment, and various building methods.
- d. Assembles members of organization (supervisory, clerical, craft, and other workers) at start of project.
- e. Orders procurement of tools and materials to be delivered at specified times to conform to work schedule.
- f. Confers with supervisory personnel and inspectors to resolve construction problems and improve construction methods.
- g. Prepares reports on progress, materials used, costs, and adjusts work schedules as indicated by reports.
- h. The operations supervisor shall be “home-based” logistical support and shall not be considered for any field charges.

2. FOREMAN

- a. Supervises and coordinates field activities, including health and safety of work crews engaged in project activities, including, but not limited to, excavation, installation of new work, backfilling, surface restoration, and other project activities.
- b. Determines work procedures, prepares work schedules, and expedites work flow.
- c. Assigns duties to field personnel, and examines work for exactness, neatness, and conformance to specifications and procedures.
- d. Keeps daily records of work progress, personnel, and materials.

3. DRILLMASTER

- a. Operates portable/mobile drill rig boreholes to install groundwater or soil vapor monitoring wells, or to obtain samples of earth formations.
- b. Positions drill rig derrick at drilling area provided on field maps.
- c. Starts rig and moves throttles and clutches to raise and lower drilling pipes.
- d. Selects coring bit and barrel size to penetrate material in borehole.
- e. Replaces drill bit with tool (sampling device) to collect samples of earth or rock being penetrated.
- f. Counts sections of drill rod to determine depth of sample collection or well installation.
- g. Records depth(s) at which samples are collected.
- h. Inspects samples to determine nature of strata encountered or to take samples for laboratory analysis.

4. EQUIPMENT OPERATOR

- a. Operates several types of power construction equipment to excavate, move and grade earth, erect structural and reinforcing steel, and pour concrete or other hard surface paving materials.
- b. Adjusts hand-wheel and depresses pedals to drive equipment and control attachments, such as blades, buckets, scrapers, and swing booms.

5. DRIVER

- a. Operates two-, three-, or four-axle trucks.
- b. On-road applications.
- c. Must maintain current Commercial Driver's License and meet medical requirements.
- d. Does not include off-road applications that involve off-road only trucks.

6. EXPERIENCED TANK CLEANER

- a. Cleans interiors of storage tanks to remove emulsion and incrustation, using shovels, squeegees, brooms, scrapers, hoses, water, and solvents.
- b. Has received specialized training on safety issues for these work efforts.
- c. Drains tank, connects hoses to water or steam lines, and sprays walls, roof, and bottom of tank to flush residue, such as oil, acid, grease, and sludge through tank openings.
- d. Scrapes and scrubs walls, using detergents, solvents, scrapers, and brushes to remove incrustation, scale, or deposits of materials.
- e. Sweeps up debris and shovels sludge into buckets or wheelbarrows or down chutes.
- f. Removes chemical residues and other liquids from tank bottoms with squeegees or pump and suction hoses.
- g. Tests gas contents of tank.

7. WELDER

- a. Welds metal parts, using gas welding equipment as specified by layout, welding diagram, or work order.
- b. Selects torch, torch tip, filler rod, and flux, according to welding specifications, or type and thickness of metal.
- c. Examines weld for bead size and other specification requirements.
- d. Repairs broken or cracked metal objects, fills holes, and builds up metal parts.
- e. Position, lay out, and tack-weld pieces.
- f. The field welding of any permanently incorporated material or equipment must be performed by welders certified in accordance with State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817 Article 6.03.03, as most recently revised.

8. LABORER

- a. Performs varying tasks in laying, repairing, and extending underground and utility construction.
- b. Erects barricades and places lanterns around work site to protect workers from traffic.
- c. Breaks up paving, using air hammer, and digs ditches preparatory to laying or removing pipe.
- d. Maneuvers pipe sections, valves, and fittings into position, and holds pieces steady while workers tighten connections.
- e. Cuts, joins, and threads pipe as directed.
- f. Mixes and lays concrete for drainage structures.

9. MARINE OPERATOR

- a. Supervises and coordinates activities of crew engaged in operating and maintaining propulsion engines and other equipment aboard a water borne craft.
- b. Starts engines to propel ship and regulates engines and power transmission to control speed of ship.
- c. May be required to hold appropriate U. S. Coast Guard license and Transportation Worker Identification Credential card.

10. SURVEYOR/INSTRUMENT OPERATOR

- a. Plans, directs, and coordinates work of survey party engaged in surveying earth's surface and determining precise location and measurements of points, lines, elevations, areas, and contours for construction, map-making, land division, titles, or other purposes.
- b. Determines methods and procedures for establishing and re-establishing survey controls.
- c. Coordinates findings with work of engineering and architectural personnel, clients, and others concerned with project.
- d. Keeps accurate notes, records, and sketches to describe and certify work performed.

11. SURVEYOR/RODMAN

- a. Assists surveyor/instrument operator in the acquisition of survey data.
- b. Holds level or stadia rod at designated point to assist in determining elevations and laying out stakes for map-making, construction, land, and other surveys.
- c. Calls out readings or writes station and reading in notebook.
- d. Marks points of measurement with elevation, station number, or other identifying mark.

Client Agency Property Entry Requirements

I. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

II. Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height and weight)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility’s security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

III. Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
 - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;

- (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract; and
6. report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

Company Name	Signature of Authorized Supervisor	Initials

Company Mailing Address

Print Full Name

City, State, Zip

Title

Phone Number(s)

Fax No.

E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.

- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

General Contract Requirements

I. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

II. Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

III. Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee

may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of services described in the specifications.

IV. Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

V. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

VI. Payment Bond

Contractor may either provide to the Client Agency a payment bond in the amount of 100% of each purchase order or a payment bond in the minimum amount of three million dollars (\$3,000,000.00). With regard to the latter payment bond, when the total value of the awarded work meets or exceeds the three million dollars (\$3,000,000.00) bond value, the bond requirement will be increased in minimum increments of seven hundred fifty thousand dollars (\$750,000.00) beyond the value listed on the current bond. The Client Agency will notify the Contractor when a new bond is required. The required bond must be received prior to any purchase order being issued. Failure to submit bond in a form satisfactory to the State prior to the purchase order being issued will result in the State issuing the purchase order to the next lowest Contractor responsive to the Client Agency's bond request. Other offers of surety will be reviewed and may be approved at the Client Agency's discretion on a case by case basis. The Client Agency will not reimburse the Contractor for any costs associated to and for the payment bond.

Such bonds must meet the following requirements:

1. Corporation: The bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
2. Firm or Partnership: The bond must be signed by all the partners and indicate they are "doing business as (name of firm)".
3. Individual: The bond must be signed by the individual owning the business and indicated "owner".
4. The surety company executing the bond must be licensed to do business in the State of Connecticut, or bond must be countersigned by a company so licensed.
5. The bond must be signed by an official of the surety company and the corporate seal must be affixed over his signature.
6. Signatures of two (2) witnesses for both principal and the surety must appear on the bond.
7. A power of attorney for the official signing of the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Bureau of Finance & Administration.

The payment bond requirement may be waived by the Client Agency in writing for companies that manufacture and supply their own material and do not purchase materials from any third party sources required for the Performance of specific projects at the discretion of the Client Agency. Appropriate documentation must be supplied to the Client Agency for review and approval prior to requesting a waiver of the payment bond.

Re-insurance arrangements are not be acceptable for payment bonds. A maximum of one (1) co-surety will be acceptable for a payment bond. Client Agency will hold all surety companies which execute payment bonds as co-sureties, jointly and severally liable for the entire obligation set forth by such bonds. Sureties will not be allowed to limit their interest in such bonds.

The ConnDOT Party for payment bond issuance and notice(s) shall be provided to the following:

State of Connecticut
Department of Transportation
Division of Purchasing
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

VII. Exhibit B Prices

Exhibit B prices are fixed for the Contract term.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

EXHIBIT D

STANDARD WAGE RATES

Information concerning Section 31-57f of the Connecticut General Statutes and when it applies may be obtained from the Connecticut Department of Labor's web site, which may currently be accessed at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>.

Questions concerning Standard Wage Rates should be addressed to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06106-1114, 860/263-6790.

NOTE TO ALL STAFF: Delete all text in green font when typing up your exhibit. Add this Exhibit to the Contract Document Table of Contents.

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: ACV Environmental Services, Inc.	
19PSX0249			
		TERMS: Net 45 days	CASH DISCOUNT: 2 % 10 Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$135.00
		Premium Time Rate	\$180.00
2.	Foreman	Hourly Rate	\$85.00
		Overtime Hourly Rate	\$127.50
		Premium Time Rate	\$170.00
3.	Drillmaster	Hourly Rate	\$85.00
		Overtime Hourly Rate	\$127.50
		Premium Time Rate	\$170.00
4.	Equipment Operator	Hourly Rate	\$75.00
		Overtime Hourly Rate	\$112.50
		Premium Time Rate	\$150.00
5.	Driver	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$140.00
6.	Experienced Tank Cleaner	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$140.00
7.	Welder	Hourly Rate	\$95.00
		Overtime Hourly Rate	\$142.50
		Premium Time Rate	\$190.00
8.	Laborer	Hourly Rate	\$65.00
		Overtime Hourly Rate	\$97.50
		Premium Time Rate	\$130.00

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$82.50
		Overtime Hourly Rate	\$123.75
		Premium Time Rate	\$165.00
10.	Surveyor/Instrument Operator	Hourly Rate	\$110.00
		Overtime Hourly Rate	\$165.00
		Premium Time Rate	\$220.00
11.	Surveyor/Rodman	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$140.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Pres Vac	Various	2500-4000gal	6	Owned	\$72.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	Pres Vac	5300	3000gal	3	Owned	\$160.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Pres Vac	Stainless steel	5-6000gal	2	Owned	\$120.00
15.	Tank Trailer (6,500-8,500 gal.)	Pres Vac	Stainless steel	5-6000gal	2	Owned	\$85.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	International	8100	80k GVW	2	Owned	\$65.00
17.	Utility Truck under 18,000 G.V.W.	Chevy, Ford	1500-2500	.5-1 ton	12	Owned	\$25.00
18.	Utility Truck over 18,000 G.V.W.	Chevy, Ford	3500-5500	1 ton	16	Owned	\$40.00
19.	Four Wheel Drive Truck	Chevy	1500	.5 ton	3	Owned	\$25.00
20.	Pickup Truck (3/4 - 1 Ton)	Chevy, Ford	2500	.75 ton	12	Owned	\$15.00
21.	Rack Body truck with Lift gate	Ford	F550	22 drums	2	Owned	\$40.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Ford, International	Various	6-10 ton	4	Owned	\$65.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Kenworth	Various	20 ton	3	Owned	\$85.00
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	TrailKing	Various	20 ton+	1	Owned	\$88.00
25.	20 Ton Tag - a - Long Trailer	Eager Beaver	Low bed	20 ton	2	Owned	\$50.00
26.	Flatbed Trailer and Tractor	Eager Beaver	35 tons	35 ton	1	Owned	\$120.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	Various	Various	50 ton	1	Rental	\$150.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	Various	23.5	30 ton	1	Rental	\$225.00
29.	Water Wagon	Trailer Mount	N/A	1800 gal	1	Owned	\$60.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	Kenworth	Various	19 tons	3	Owned	\$90.00
31.	Roll Off (30 yard)	WasteEquip	Various	20-30 yd	15	Owned	\$5.25
32.	Skid Steer Loader	Case	Various	Various	4	Owned	\$72.00
33.	Skid Steer with Power Broom	Case	480E	1 yd3	1	Owned	\$68.00
34.	Loader Backhoe - 15' Dig Depth (min.)	Case	580M	1 yd3	1	Owned	\$72.00
35.	Forklift (propane)	Komatsu	5000 lb	5000 lb	1	Owned	\$40.00
36.	Fork-Truck (Lull)	Gehl	RS42	6000 lb	1	Owned	\$65.00
37.	Grader	Case	845	12'	1	Rental	\$80.00
38.	Articulating Loader 3 yard (min.)	Case	Various	4 yd3	1	Owned	\$105.00
39.	Articulating Loader 4 ½ CY(min.)	Samsung	Various	5 yd3	1	Owned	\$125.00
40.	Wheel Loader 7 ½ CY (min.)	Case	1221	8 yd3	1	Rental	\$265.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	CAT	D3	1.25 yd	1	Owned	\$75.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	Case	D6	4 yd	1	Owned	\$115.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	Case	1850L	6.5 yd	1	Owned	\$130.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	Case	1850LGP	2.4 yd	1	Rented	\$165.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	Terex, Case	HR20, 9007	.25 yd	2	Owned	\$75.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	Terex, Case	HR20, 9007	.25 yd	2	Owned	\$125.00
47.	Excavator - 36,000 lb. Operating wt (min.)	Case	9010 & 160CX	.75 yd	2	Owned	\$75.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	Case	240 & 250CX	1.5 yd3	4	Owned	\$125.00
49.	Excavator - 70,000 lb. Operating wt (min.)	Case	CX330	2.9 yd3	1	Owned	\$145.00
50.	Excavator - 90,000 lb. Operating wt (min.)	Case	CX460	4 yd3	1	Owned	\$185.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	Terex	HML-42	1 yd	1	Owned	\$95.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	Various	Various	4 yd	1	Rental	\$185.00
53.	Geoprobe Drill Rig	Geoprobe	54track & 6600	N/A	2	Owned	\$95.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	Geith	35-40 ton	N/A	1	Owned	\$40.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	Lobounty	35-40 ton	N/A	1	Owned	\$275.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	Indeco	5000 lb	N/A	1	Owned	\$260.00
57.	Hydraulic Hammer Attachment for Backhoe	Various	Various	N/A	1	Rental	\$90.00
58.	Crawler Mounted Asphalt Paver	Leiboy	900	1-2 ton	1	Rental	\$280.00
59.	Vibratory Roller (1-2 ton)	Ingersol Rand	Various	1-2 ton	0	Rental	\$75.00
60.	Vibratory Roller (10-20 ton)	Hamm	SV212	10-20 ton	1	Owned	\$85.00
61.	Plate Compactor	Whacker	Walk behind	200 lb	3	Owned	\$35.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Chicago	Air Driven, gas	Pogo	3	Owned	\$25.00
63.	Read Screen All	Powerscreen	Trommell	N/A	1	Owned	\$100.00
64.	Steel Power Work Boat 16' min. (with motor)	Well craft	Center-console	135 hp	1	Owned	\$65.00
65.	Steel Power Work Boat 20' min. (with motor)	Work Skiff w/ cabin	Work Boat	125 hp	1	Owned	\$65.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Various	Various	500 gal	5	Owned	\$35.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Various	Various	Various	5	Rental	\$30.00
68.	3" Trash Pump (with hoses)	Whacker	Various	350 GPM	2	Owned	\$20.00
69.	6" Trash Pump (with hoses)	Desmi	250	850 GPM	1	Owned	\$65.00
70.	2" Submersible Pump (with hoses)	MultiQuip	2"	2"	10	Owned	\$18.00
71.	3" Submersible Pump (with hoses)	MultiQuip	3"	3"	3	Owned	\$20.00
72.	Sump Pump (with hoses)	Dayton	3YU68	1.25"	7	Owned	\$15.00
73.	Scott Air Packs	Scott	Various	30/60 Min	10	Owned	\$25.00
74.	Scott 3-Man Portable Air Station	Scott	Various	2216PSI	2	Owned	\$150.00
75.	Ventilating Fans (explosion proof)	SuperVac	Electric, Airdriven	1500-2500CFM	4	Owned	\$35.00
76.	185 CFM Air Compressor with Jackhammer and Hose	Kaiser	210	185CFM	2	Owned	\$40.00
77.	135 CFM Air Compressor	Kaiser	135	135CFM	2	Owned	\$30.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	500	500AMP	1	Owned	\$70.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	300	300AMP	1	Owned	\$45.00
80.	Generator 5 kw	Gentec	5 KW	5 KW	12	Owned	\$25.00
81.	Generator 50 kw	MutiQuip	50 KW	50 KW	2	Owned	\$60.00
82.	5,000 PSI High-Pressure Blast Cleaning	Wheatley	5000 PSI	5000 PSI	1	Owned	\$60.00
83.	1,500 PSI (min.) High Water Blasting	Various	Various	1500-3000PSI	5	Owned	\$30.00
84.	Light Tower (4 Lights, 4,000 Watt)	Ingersol-Rand	Portable/Towable	4 Lights/4000W	2	Owned	\$30.00
85.	Power Auger (Snake) (Heavy-Duty)	Rigid	Portable	100'	1	Owned	\$25.00
86.	Steam Cleaner (1500 psi)	Shark	1500	1500PSI	1	Owned	\$35.00
87.	Steam Cleaner (2500 psi)	Shark	2500	2500PSI	1	Owned	\$40.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	Highland	Skid Tank	500 gal	4	Owned	\$10.00
89.	Frac Tank (20,000 gal.)	Herring	21000 gal	21000 gal	2	Owned	\$8.00
90.	Personal Protective Equipment Level C/person	Various	Various	Various	360	Owned	\$35.00
91.	Personal Protective Equipment Level B/person	Dupont	Various	N/A	360	Owned	\$65.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Dayco	211TE	36"	1	Rental	\$425.00
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Turner	Various	10-12"	1	Rental	\$275.00
94.	Drill Rig (Air Rotary) High Pressure	Turner	Various	6"	1	Rental	\$375.00
95.	Drill Rig Porta Sampler	Ingersol-Rand	Various	Various	1	Owned	\$150.00
96.	Groundwater Flowmeter	Various	Various	N/A	5	Owned	\$5.00
97.	Underground Metal Detector	Magna Trac	102	N/A	5	Owned	\$15.00
98.	Surveyors Equipment (Transit, etc.)	Magna Trac	Laser Level	N/A	5	Owned	\$35.00
99.	Trench Box (8' x 24')	Ikon	N/A	N/A	1	Owned	\$65.00
100.	Manhole Box (10' x 10')	Ikon	N/A	N/A	1	Owned	\$60.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Vermier	14	20HP	1	Owned	\$40.00
102.	Hand-held Power Broom	Stihl	14"	14"	8	Owned	\$20.00
103.	Chain Saw (18" long min.)	Stihl	46 & 44	18-22"	20	Owned	\$20.00
104.	Reciprocating Saw	DeWalt	Sawzall	Cordless	20	Owned	\$10.00
105.	Circular Saw	DeWalt	Various	2HP	8	Owned	\$10.00
106.	Wood chipper (6" min.)	Salsco	1200	18"	1	Owned	\$175.00
107.	Oxy/Acetylene Torch with tanks	Smith	Various	N/A	2	Owned	\$25.00
108.	Hammer Drill	Bosch	Various	N/A	9	Owned	\$20.00
109.	Drum Vac	VactoGon	Various	2" hose	4	Owned	\$35.00
110.	Photoionization Detector (PID)	QRae	3000	N/A	6	Owned	\$20.00
111.	Flame Ionization Detector (FID)	Varian Tech	FID	N/A	0	Rental	\$35.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	QRae	4 gas	4 gas	5	Owned	\$25.00
113.	175,000 BTU Propane Heater	Salimander	Salimander	200K BTU	6	Owned	\$40.00

ADDITIONAL EQUIPMENT							
Add'l	70' Bucket Truck						\$150.00
Add'l	Articulating Front End Dump Off Road	Texex	PT6000	3 yrd	1	Owned	\$65.00
Add'l	Tilt Rotator	Engcon		.5 yd	1	Owned	\$45.00
Add'l	Grapple Saw	Engcon		24"	1	Owned	\$55.00
Add'l	Tool Cat	Bobcat		1 yd	1	Owned	\$70.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$180.00
115.	Snow Fence 4' x 50' with poles	Each	\$95.00
116.	Caution Tape 3" x 1000'	Each	\$45.00
117.	Hay Bales	Each	\$15.00
118.	17H DOT 55-Gallon Drum	Each	\$75.00
119.	17C DOT 55-Gallon Drum	Each	\$90.00
120.	17E DOT 55-Gallon Drum	Each	\$95.00
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$115.00
122.	SPC Sorbent Boom 8" x 10'	Each	\$90.00
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$850.00
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$150.00
125.	Poly Tarps 20'x 30'	Each	\$105.00
126.	Poly Drum (55 gal.)	Each	\$85.00
127.	Drum Liner	Each	\$25.00
128.	Over-Pack Drum	Each	\$410.00
129.	Poly Bag	Each	\$2.50
130.	Roll-Off Liner	Each	\$85.00
131.	Silt Fence	Linear Foot	\$2.00
132.	Speedi-Dry	50-lb. Bag	\$18.50
133.	Orange Safety Fence 4'X50'	Each	\$95.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: ACV Environmental Services, Inc.	
19PSX0249			
		TERMS: Net 45 days	CASH DISCOUNT: 2 % 10 Days
Page 1 OF 2			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$145.00
		Overtime Hourly Rate	\$217.00
		Premium Time Rate	\$290.00
2.	Foreman	Hourly Rate	\$115.00
		Overtime Hourly Rate	\$172.50
		Premium Time Rate	\$230.00
3.	Drillmaster	Hourly Rate	\$130.00
		Overtime Hourly Rate	\$195.00
		Premium Time Rate	\$260.00
4.	Equipment Operator	Hourly Rate	\$103.50
		Overtime Hourly Rate	\$155.25
		Premium Time Rate	\$207.00
5.	Driver	Hourly Rate	\$87.20
		Overtime Hourly Rate	\$130.80
		Premium Time Rate	\$174.40
6.	Experienced Tank Cleaner	Hourly Rate	\$85.75
		Overtime Hourly Rate	\$128.62
		Premium Time Rate	\$171.50
7.	Welder	Hourly Rate	\$105.00
		Overtime Hourly Rate	\$157.50
		Premium Time Rate	\$210.00
8.	Laborer	Hourly Rate	\$83.30
		Overtime Hourly Rate	\$124.95
		Premium Time Rate	\$166.60

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$115.00
		Overtime Hourly Rate	\$172.50
		Premium Time Rate	\$230.00
10.	Surveyor/Instrument Operator	Hourly Rate	\$135.00
		Overtime Hourly Rate	\$202.50
		Premium Time Rate	\$270.00
11.	Surveyor/Rodman	Hourly Rate	\$83.30
		Overtime Hourly Rate	\$124.95
		Premium Time Rate	\$166.60

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Cisco LLC	
19PSX0249			
		TERMS: Net 30	CASH DISCOUNT: 0 % Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$135.00
		Premium Time Rate	\$135.00
2.	Foreman	Hourly Rate	\$66.00
		Overtime Hourly Rate	\$99.00
		Premium Time Rate	\$99.00
3.	Drillmaster	Hourly Rate	\$85.00
		Overtime Hourly Rate	\$85.00
		Premium Time Rate	\$85.00
4.	Equipment Operator	Hourly Rate	\$66.00
		Overtime Hourly Rate	\$99.00
		Premium Time Rate	\$99.00
5.	Driver	Hourly Rate	\$60.00
		Overtime Hourly Rate	\$90.00
		Premium Time Rate	\$90.00
6.	Experienced Tank Cleaner	Hourly Rate	\$55.00
		Overtime Hourly Rate	\$82.50
		Premium Time Rate	\$82.50
7.	Welder	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$105.00
8.	Laborer	Hourly Rate	\$55.00
		Overtime Hourly Rate	\$82.50
		Premium Time Rate	\$82.50

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$85.00
		Overtime Hourly Rate	\$127.50
		Premium Time Rate	\$127.50
10.	Surveyor/Instrument Operator	Hourly Rate	\$75.00
		Overtime Hourly Rate	\$112.50
		Premium Time Rate	\$112.50
11.	Surveyor/Rodman	Hourly Rate	\$65.00
		Overtime Hourly Rate	\$97.50
		Premium Time Rate	\$97.50

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Presvac	PV3000	3000	2	Owned	\$65.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	Aquatech	AT2500	2500	1	Owned	\$90.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Peterbilt	379	6500	1	Rented	\$70.00
15.	Tank Trailer (6,500-8,500 gal.)	Fruhauf	6500	6500	1	Rented	\$30.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	Peterbilt	379	79,600	1	Owned	\$45.00
17.	Utility Truck under 18,000 G.V.W.	Ford	Various	17,500	9	Owned	\$20.00
18.	Utility Truck over 18,000 G.V.W.	Various	Various	18000	3	Owned	\$35.00
19.	Four Wheel Drive Truck	Ford	Various	17500	7	Owned	\$15.00
20.	Pickup Truck (3/4 - 1 Ton)	Ford	Various	Various	5	Owned	\$ 15.00
21.	Rack Body truck with Lift gate	Ford	Various	Various	3	Owned	\$30.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Peterbilt	330	33,000	1	Owned	\$35.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Various	Various	76500	3	Owned	\$55.00
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	Peterbilt	379	80000	1	Rented	\$50.00
25.	20 Ton Tag - a - Long Trailer	Eager	20XPT	20ton	2	Owned	\$15.00
26.	Flatbed Trailer and Tractor	Peterbilt	379	80000	1	Rented	\$50.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	Peterbilt	379	50ton	1	Rented	\$70.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	Deere	300D	30ton	1	Rented	\$155.00
29.	Water Wagon	Ford	F650	2000	1	Owned	\$45.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	Peterbilt	RO	76500	1	Owned	\$60.00
31.	Roll Off (30 yard)	Various	Various	30	15	Owned	\$ 2.50
32.	Skid Steer Loader	Deere	322	5300	2	Owned	\$30.00
33.	Skid Steer with Power Broom	Deere	322	5300	2	Owned	\$35.00
34.	Loader Backhoe - 15' Dig Depth (min.)	Deere	410	15'	1	Owned	\$ 40.00
35.	Forklift (propane)	Various	Various	6000	3	Owned	\$25.00
36.	Fork-Truck (Lull)	Lull	644B	6000	1	Owned	\$50.00
37.	Grader	Lee Boy	635B	47hp	1	Rented	\$60.00
38.	Articulating Loader 3 yard (min.)	Deere	Various	3CY	2	Owned	\$65.00
39.	Articulating Loader 4 ½ CY(min.)	Deere	644H	4.5Cy	1	Rented	\$85.00
40.	Wheel Loader 7 ½ CY (min.)	Cat	980G	7.5CY	1	Rented	\$145.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	Deere	450H	15000	1	Owned	\$55.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	Deere	650	24000	1	Owned	\$65.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	Deere	850	40000	1	Rented	\$85.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	Deere	700hLGP	30000	1	Rented	\$85.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	Hitachi	35	7600	2	Owned	\$35.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	Hitachi	35	7600	2	Owned	\$ 55.00
47.	Excavator - 36,000 lb. Operating wt (min.)	Hitachi	85	36000	1	Owned	\$70.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	Deere	135	50000	2	Owned	\$ 85.00
49.	Excavator - 70,000 lb. Operating wt (min.)	Deere	270	70000	1	Owned	\$110.00
50.	Excavator - 90,000 lb. Operating wt (min.)	Deere	350	90000	1	Owned	\$165.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	Cat	M312	31000	1	Rented	\$ 90.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	Cat	M322	90000	1	Rented	\$170.00
53.	Geoprobe Drill Rig	Geoprobe	Various	6000FtLb	8	Owned	\$125.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	JRB	WX47	6' spread	2	Owned	\$ 25.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	Kinshofer	MQP30	77000	1	Owned	\$80.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	Bretek	350	90000	1	Owned	\$80.00
57.	Hydraulic Hammer Attachment for Backhoe	Bretek	Various	Various	3	Owned	\$45.00
58.	Crawler Mounted Asphalt Paver	LeeBoy	8510	8'	1	Rented	\$145.00
59.	Vibratory Roller (1-2 ton)	Volvo	DD25	2ton	1	Owned	\$30.00
60.	Vibratory Roller (10-20 ton)	Hamm	H10	20ton	1	Owned	\$65.00
61.	Plate Compactor	Mikasa	MVH304	8.3kw	4	Owned	\$25.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Wacker	BS60	_____	1	Owned	\$25.00
63.	Read Screen All	Extec	Powertrak	15CY	1	Rented	\$105.00
64.	Steel Power Work Boat 16' min. (with motor)	Sea Nymph	16'	50hp	1	Owned	\$ 70.00
65.	Steel Power Work Boat 20' min. (with motor)	Winnoff	20'	250hp	1	Owned	\$95.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Poly	NA	500gal	2	Owned	\$ 40.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Modspace	Various	28'	1	Rented	\$ 10.00
68.	3" Trash Pump (with hoses)	Multiquip	Various	3"	4	Owned	\$20.00
69.	6" Trash Pump (with hoses)	Godwin	CD-150	6"	1	Rented	\$45.00
70.	2" Submersible Pump (with hoses)	Multiquip	QP205SH	2"	6	Owned	\$20.00
71.	3" Submersible Pump (with hoses)	Multiquip	Various	3"	3	Owned	\$25.00
72.	Sump Pump (with hoses)	Various	Various	1"	8	Owned	\$15.00
73.	Scott Air Packs	MSA	Ultralite	45min.	6	Owned	\$35.00
74.	Scott 3-Man Portable Air Station	MSA	Ultralite	90min.	2	Owned	\$55.00
75.	Ventilating Fans (explosion proof)	Vortex	F-174	150CFM	2	Owned	\$20.00
76.	185 CFM Air Compressor with Jackhammer and Hose	Ingersoll	P-185	185cfm	3	Owned	\$ 35.00
77.	135 CFM Air Compressor	Ingersoll	P-185	185cfm	3	Owned	\$35.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	Bobcat	255	1	Owned	\$115.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	Bobcat	250	1	Owned	\$105.00
80.	Generator 5 kw	Various	Various	5k	6	Owned	\$25.00
81.	Generator 50 kw	Ingersoll	E50X	50k	2	Owned	\$ 50.00
82.	5,000 PSI High-Pressure Blast Cleaning	Landa	PGHW	5000	2	Owned	\$ 55.00
83.	1,500 PSI (min.) High Water Blasting	Landa	PGDC	3500	2	Owned	\$25.00
84.	Light Tower (4 Lights, 4,000 Watt)	Amida	AL4000	4000	1	Rented	\$30.00
85.	Power Auger (Snake) (Heavy-Duty)	Rigid	k-400	3/8"75'	2`	Owned	\$25.00
86.	Steam Cleaner (1500 psi)	Landa	PGDC	1500	1	Owned	\$55.00
87.	Steam Cleaner (2500 psi)	Landa	PGHW	2500	1	Owned	\$60.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	Poly	Various	500	2	Owned	\$7.00
89.	Frac Tank (20,000 gal.)	Dragon	20k	20000	Multi	Rented	\$10.00
90.	Personal Protective Equipment Level C/person	Various	Various	NA	50+	Owned	\$20.00
91.	Personal Protective Equipment Level B/person	Various	Various	NA	50+	Owned	\$40.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Geoprobe	3230	6000ftlb	2	Rented	\$ 250.00
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Geoprobe	3230	6000ftlb	2	Rented	\$300.00
94.	Drill Rig (Air Rotary) High Pressure	Geoprobe	3230	6000ftlb	2	Rented	\$500.00
95.	Drill Rig Porta Sampler	Geoprobe	3230	6000ftlb	2	Rented	\$100.00
96.	Groundwater Flowmeter	NEMA	4X	70gpm	1	Owned	\$10.00
97.	Underground Metal Detector	Fisher	F-70	13kHz	1	Owned	\$30.00
98.	Surveyors Equipment (Transit, etc.)	Spectra	Various	Various	4	Owned	\$25.00
99.	Trench Box (8' x 24')	Icon	Icon	8'x24'	1	Owned	\$40.00
100.	Manhole Box (10' x 10')	Icon	Icon	12'x12'	1	Owned	\$40.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Target	Various	18"	3	Owned	\$40.00
102.	Hand-held Power Broom	Various	Various	NA	2	Owned	\$10.00
103.	Chain Saw (18" long min.)	Stihl	MS250	18"	3	Owned	\$20.00
104.	Reciprocating Saw	Milwaukee	Sawzall	NA	6	Owned	\$10.00
105.	Circular Saw	Skil	Skil	NA	4	Owned	\$8.00
106.	Wood chipper (6" min.)	Rental	Various	6"	1	Rented	\$65.00
107.	Oxy/Acetylene Torch with tanks	Harris	880	NA	2	Owned	\$20.00
108.	Hammer Drill	Hilti	Various	Various	6	Owned	\$ 20.00
109.	Drum Vac	Exair	Highlift	55gal	2	Owned	\$25.00
110.	Photoionization Detector (PID)	TotalRAE	Pro	NA	2	Owned	\$15.00
111.	Flame Ionization Detector (FID)	Thermo	TVR1000	NA	1	Rented	\$20.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	QRAE	Multi	NA	4	Owned	\$15.00
113.	175,000 BTU Propane Heater	Master	175000	175000	2	Owned	\$25.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$200.00
115.	Snow Fence 4' x 50' with poles	Each	\$150.00
116.	Caution Tape 3" x 1000'	Each	\$45.00
117.	Hay Bales	Each	\$12.00
118.	17H DOT 55-Gallon Drum	Each	\$70.00
119.	17C DOT 55-Gallon Drum	Each	\$70.00
120.	17E DOT 55-Gallon Drum	Each	\$95.00
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$95.00
122.	SPC Sorbent Boom 8" x 10'	Each	\$200.00
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$650.00
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$170.00
125.	Poly Tarps 20'x 30'	Each	\$95.00
126.	Poly Drum (55 gal.)	Each	\$130.00
127.	Drum Liner	Each	\$35.00
128.	Over-Pack Drum	Each	\$275.00
129.	Poly Bag	Each	\$5.00
130.	Roll-Off Liner	Each	\$125.00
131.	Silt Fence	Linear Foot	\$5.00
132.	Speedi-Dry	50-lb. Bag	\$25.00
133.	Orange Safety Fence 4'X50'	Each	\$140.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Cisco LLC	
19PSX0249			
		TERMS: Net 30	CASH DISCOUNT: 0 % Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$135.00
		Premium Time Rate	\$135.00
2.	Foreman	Hourly Rate	\$82.00
		Overtime Hourly Rate	\$123.00
		Premium Time Rate	\$123.00
3.	Drillmaster	Hourly Rate	\$95.00
		Overtime Hourly Rate	\$142.20
		Premium Time Rate	\$142.50
4.	Equipment Operator	Hourly Rate	\$92.00
		Overtime Hourly Rate	\$138.00
		Premium Time Rate	\$138.00
5.	Driver	Hourly Rate	\$82.00
		Overtime Hourly Rate	\$114.00
		Premium Time Rate	\$114.00
6.	Experienced Tank Cleaner	Hourly Rate	\$83.00
		Overtime Hourly Rate	\$124.50
		Premium Time Rate	\$124.50
7.	Welder	Hourly Rate	\$85.00
		Overtime Hourly Rate	\$127.50
		Premium Time Rate	\$127.50
8.	Laborer	Hourly Rate	\$80.00
		Overtime Hourly Rate	\$120.00
		Premium Time Rate	\$120.00

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$92.00
		Overtime Hourly Rate	\$138.00
		Premium Time Rate	\$138.00
10.	Surveyor/Instrument Operator	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$135.00
		Premium Time Rate	\$135.00
11.	Surveyor/Rodman	Hourly Rate	\$80.00
		Overtime Hourly Rate	\$120.00
		Premium Time Rate	\$120.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Environmental Services, Inc.	
19PSX0249			
		TERMS: Net45	CASH DISCOUNT: 0% Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$86.00
		Overtime Hourly Rate	\$111.80
		Premium Time Rate	\$154.80
2.	Foreman	Hourly Rate	\$68.00
		Overtime Hourly Rate	\$88.40
		Premium Time Rate	\$122.40
3.	Drillmaster	Hourly Rate	\$75.00
		Overtime Hourly Rate	\$97.50
		Premium Time Rate	\$135.00
4.	Equipment Operator	Hourly Rate	\$62.00
		Overtime Hourly Rate	\$80.60
		Premium Time Rate	\$111.60
5.	Driver	Hourly Rate	\$68.00
		Overtime Hourly Rate	\$88.40
		Premium Time Rate	\$122.40
6.	Experienced Tank Cleaner	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40
7.	Welder	Hourly Rate	\$72.00
		Overtime Hourly Rate	\$93.60
		Premium Time Rate	\$129.60
8.	Laborer	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40
10.	Surveyor/Instrument Operator	Hourly Rate	\$76.00
		Overtime Hourly Rate	\$98.80
		Premium Time Rate	\$136.80
11.	Surveyor/Rodman	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$75.40
		Premium Time Rate	\$104.40

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	_____	_____	_____	_____	_____	\$76.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	_____	_____	_____	_____	_____	\$125.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	_____	_____	_____	_____	_____	\$95.00
15.	Tank Trailer (6,500-8,500 gal.)	_____	_____	_____	_____	_____	\$65.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$78.00
17.	Utility Truck under 18,000 G.V.W.	_____	_____	_____	_____	_____	\$30.00
18.	Utility Truck over 18,000 G.V.W.	_____	_____	_____	_____	_____	\$65.00
19.	Four Wheel Drive Truck	_____	_____	_____	_____	_____	\$34.00
20.	Pickup Truck (3/4 - 1 Ton)	_____	_____	_____	_____	_____	\$34.00
21.	Rack Body truck with Lift gate	_____	_____	_____	_____	_____	\$46.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$38.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	_____	_____	_____	_____	_____	\$70.00
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$100.00
25.	20 Ton Tag - a - Long Trailer	_____	_____	_____	_____	_____	\$42.00
26.	Flatbed Trailer and Tractor	_____	_____	_____	_____	_____	\$100.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	_____	_____	_____	_____	_____	\$125.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	_____	_____	_____	_____	_____	\$148.00
29.	Water Wagon	_____	_____	_____	_____	_____	\$46.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	_____	_____	_____	_____	_____	\$74.00
31.	Roll Off (30 yard)	_____	_____	_____	_____	_____	\$2.80
32.	Skid Steer Loader	_____	_____	_____	_____	_____	\$62.00
33.	Skid Steer with Power Broom	_____	_____	_____	_____	_____	\$75.00
34.	Loader Backhoe - 15' Dig Depth (min.)	_____	_____	_____	_____	_____	\$78.00
35.	Forklift (propane)	_____	_____	_____	_____	_____	\$32.00
36.	Fork-Truck (Lull)	_____	_____	_____	_____	_____	\$54.00
37.	Grader	_____	_____	_____	_____	_____	\$75.00
38.	Articulating Loader 3 yard (min.)	_____	_____	_____	_____	_____	\$82.00
39.	Articulating Loader 4 ½ CY(min.)	_____	_____	_____	_____	_____	\$82.00
40.	Wheel Loader 7 ½ CY (min.)	_____	_____	_____	_____	_____	\$154.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$62.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$70.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$195.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	_____	_____	_____	_____	_____	\$180.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$75.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	_____	_____	_____	_____	_____	\$65.00
47.	Excavator - 36,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$90.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$100.00
49.	Excavator - 70,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$110.00
50.	Excavator - 90,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$120.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$96.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	_____	_____	_____	_____	_____	\$155.00
53.	Geoprobe Drill Rig	_____	_____	_____	_____	_____	\$135.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$58.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$230.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	_____	_____	_____	_____	_____	\$92.00
57.	Hydraulic Hammer Attachment for Backhoe	_____	_____	_____	_____	_____	\$75.00
58.	Crawler Mounted Asphalt Paver	_____	_____	_____	_____	_____	\$225.00
59.	Vibratory Roller (1-2 ton)	_____	_____	_____	_____	_____	\$60.00
60.	Vibratory Roller (10-20 ton)	_____	_____	_____	_____	_____	\$88.00
61.	Plate Compactor	_____	_____	_____	_____	_____	\$20.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	_____	_____	_____	_____	_____	\$22.00
63.	Read Screen All	_____	_____	_____	_____	_____	\$95.00
64.	Steel Power Work Boat 16' min. (with motor)	_____	_____	_____	_____	_____	\$44.00
65.	Steel Power Work Boat 20' min. (with motor)	_____	_____	_____	_____	_____	\$75.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	_____	_____	_____	_____	_____	\$38.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	_____	_____	_____	_____	_____	\$25.00
68.	3" Trash Pump (with hoses)	_____	_____	_____	_____	_____	\$35.00
69.	6" Trash Pump (with hoses)	_____	_____	_____	_____	_____	\$55.00
70.	2" Submersible Pump (with hoses)	_____	_____	_____	_____	_____	\$20.00
71.	3" Submersible Pump (with hoses)	_____	_____	_____	_____	_____	\$35.00
72.	Sump Pump (with hoses)	_____	_____	_____	_____	_____	\$12.00
73.	Scott Air Packs	_____	_____	_____	_____	_____	\$42.00
74.	Scott 3-Man Portable Air Station	_____	_____	_____	_____	_____	\$88.00
75.	Ventilating Fans (explosion proof)	_____	_____	_____	_____	_____	\$25.00
76.	185 CFM Air Compressor with Jackhammer and Hose	_____	_____	_____	_____	_____	\$32.00
77.	135 CFM Air Compressor	_____	_____	_____	_____	_____	\$32.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	_____	_____	_____	_____	_____	\$60.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	_____	_____	_____	_____	_____	\$50.00
80.	Generator 5 kw	_____	_____	_____	_____	_____	\$23.00
81.	Generator 50 kw	_____	_____	_____	_____	_____	\$60.00
82.	5,000 PSI High-Pressure Blast Cleaning	_____	_____	_____	_____	_____	\$66.00
83.	1,500 PSI (min.) High Water Blasting	_____	_____	_____	_____	_____	\$33.00
84.	Light Tower (4 Lights, 4,000 Watt)	_____	_____	_____	_____	_____	\$27.00
85.	Power Auger (Snake) (Heavy-Duty)	_____	_____	_____	_____	_____	\$17.00
86.	Steam Cleaner (1500 psi)	_____	_____	_____	_____	_____	\$52.00
87.	Steam Cleaner (2500 psi)	_____	_____	_____	_____	_____	\$56.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	_____	_____	_____	_____	_____	\$10.00
89.	Frac Tank (20,000 gal.)	_____	_____	_____	_____	_____	\$8.50
90.	Personal Protective Equipment Level C/person	_____	_____	_____	_____	_____	\$22.00
91.	Personal Protective Equipment Level B/person	_____	_____	_____	_____	_____	\$69.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	_____	_____	_____	_____	_____	\$350.00
93.	Drill Rig (Auger) for Large Diameter Recovery Well	_____	_____	_____	_____	_____	\$275.00
94.	Drill Rig (Air Rotary) High Pressure	_____	_____	_____	_____	_____	\$325.00
95.	Drill Rig Porta Sampler	_____	_____	_____	_____	_____	\$128.00
96.	Groundwater Flowmeter	_____	_____	_____	_____	_____	\$22.00
97.	Underground Metal Detector	_____	_____	_____	_____	_____	\$22.00
98.	Surveyors Equipment (Transit, etc.)	_____	_____	_____	_____	_____	\$35.00
99.	Trench Box (8' x 24')	_____	_____	_____	_____	_____	\$35.00
100.	Manhole Box (10' x 10')	_____	_____	_____	_____	_____	\$48.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	_____	_____	_____	_____	_____	\$40.00
102.	Hand-held Power Broom	_____	_____	_____	_____	_____	\$25.00
103.	Chain Saw (18" long min.)	_____	_____	_____	_____	_____	\$20.00
104.	Reciprocating Saw	_____	_____	_____	_____	_____	\$20.00
105.	Circular Saw	_____	_____	_____	_____	_____	\$20.00
106.	Wood chipper (6" min.)	_____	_____	_____	_____	_____	\$72.00
107.	Oxy/Acetylene Torch with tanks	_____	_____	_____	_____	_____	\$45.00
108.	Hammer Drill	_____	_____	_____	_____	_____	\$20.00
109.	Drum Vac	_____	_____	_____	_____	_____	\$22.00
110.	Photoionization Detector (PID)	_____	_____	_____	_____	_____	\$20.00
111.	Flame Ionization Detector (FID)	_____	_____	_____	_____	_____	\$22.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	_____	_____	_____	_____	_____	\$20.00
113.	175,000 BTU Propane Heater	_____	_____	_____	_____	_____	\$30.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$170.00
115.	Snow Fence 4' x 50' with poles	Each	\$125.00
116.	Caution Tape 3" x 1000'	Each	\$35.00
117.	Hay Bales	Each	\$10.00
118.	17H DOT 55-Gallon Drum	Each	\$55.00
119.	17C DOT 55-Gallon Drum	Each	\$60.00
120.	17E DOT 55-Gallon Drum	Each	\$55.00
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$92.00
122.	SPC Sorbent Boom 8" x 10'	Each	\$99.00
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$480.00
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$120.00
125.	Poly Tarps 20'x 30'	Each	\$68.00
126.	Poly Drum (55 gal.)	Each	\$78.00
127.	Drum Liner	Each	\$11.00
128.	Over-Pack Drum	Each	\$289.00
129.	Poly Bag	Each	\$11.00
130.	Roll-Off Liner	Each	\$95.00
131.	Silt Fence	Linear Foot	\$1.44
132.	Speedi-Dry	50-lb. Bag	\$19.06
133.	Orange Safety Fence 4'X50'	Each	\$90.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Environmental Services, Inc.	
19PSX0249			
		TERMS: Net45	CASH DISCOUNT: 0 % Days
Page 1 OF 7		BIDDER NAME:	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
2.	Foreman	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
3.	Drillmaster	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
4.	Equipment Operator	Hourly Rate	\$98.00
		Overtime Hourly Rate	\$127.40
		Premium Time Rate	\$147.00
5.	Driver	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
6.	Experienced Tank Cleaner	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00
7.	Welder	Hourly Rate	\$76.00
		Overtime Hourly Rate	\$114.00
		Premium Time Rate	\$136.80
8.	Laborer	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$109.20
		Premium Time Rate	\$126.00

\$76.00

\$98.

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$126.00
		Premium Time Rate	\$151.20
10.	Surveyor/Instrument Operator	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$132.00
		Premium Time Rate	\$158.40
11.	Surveyor/Rodman	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$126.00
		Premium Time Rate	\$151.20

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Laydon Industries, LLC.	
19PSX0249			
		TERMS: NET 30	CASH DISCOUNT: 0 % Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$88.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$105.00
2.	Foreman	Hourly Rate	\$75.00_
		Overtime Hourly Rate	\$98.00
		Premium Time Rate	\$98.00
3.	Drillmaster	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$82.00
		Premium Time Rate	\$82.00
4.	Equipment Operator	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$98.00
		Premium Time Rate	\$98.00
5.	Driver	Hourly Rate	\$60.00
		Overtime Hourly Rate	\$78.00
		Premium Time Rate	\$78.00
6.	Experienced Tank Cleaner	Hourly Rate	\$58.00
		Overtime Hourly Rate	\$78.00
		Premium Time Rate	\$78.00
7.	Welder	Hourly Rate	\$70.00
		Overtime Hourly Rate	\$94.00
		Premium Time Rate	\$94.00
8.	Laborer	Hourly Rate	\$57.00
		Overtime Hourly Rate	\$78.00
		Premium Time Rate	\$78.00

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$195.00
		Premium Time Rate	\$195.00
10.	Surveyor/Instrument Operator	Hourly Rate	\$80.00
		Overtime Hourly Rate	\$95.00
		Premium Time Rate	\$95.00
11.	Surveyor/Rodman	Hourly Rate	\$57.00
		Overtime Hourly Rate	\$78.00
		Premium Time Rate	\$78.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Various	Various	3,000-4000 Gal	1	Rental	\$100.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	Cusco Hydro Trencher	567	3,000 Gal	2	Owned	\$130.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Various	Various	(6,500 - 8,500 gal.)	1	Rental	\$100.00
15.	Tank Trailer (6,500-8,500 gal.)	Various	Various	(6,500 - 8,500 gal.)	1	Rental	\$63.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	Kenworth	800T	80,000	2	Owned	\$50.00
17.	Utility Truck under 18,000 G.V.W.	Ford	550	17,950	6	Owned	\$25.00
18.	Utility Truck over 18,000 G.V.W.	Various	Various	18,001 GVW	1	Rental	\$30.00
19.	Four Wheel Drive Truck	Ford	550	17,500	6	Owned	\$20.00
20.	Pickup Truck (3/4 - 1 Ton)	GMC	1,500	7,000	4	Owned	\$20.00
21.	Rack Body truck with Lift gate	Ford	550	17,950 GVW	2	Owned	\$30.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Peterbuilt	335	33,000	10	Owned	\$42.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Kenworth	T880	80,000	6	Owned	\$50.00

24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	Kenworth Tractor W/ Dump T	T-800	80,000	1	Owned	\$68.00
25.	20 Ton Tag - a - Long Trailer	Eager Beaver	20XPT	20 Ton	3	Owned	\$10.00
26.	Flatbed Trailer and Tractor	Kenworth Tractor W High Boy	800 - T	80,000	2	Owned Tractor Rented Trailer	\$68.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	Kenworth	800-T	50 Ton	1	Owned	\$68.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	CAT	730	28 Ton	1	Rental	\$125.00
29.	Water Wagon	Ford	F-750	2000 Gal	1	Owned	\$37.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	Peterbilt	567 Roll Off	76,500	1	Owned	\$60.00
31.	Roll Off (30 yard)	Various	Various	30 CY	6	Owned	\$5.00
32.	Skid Steer Loader	Cat	Various	Various	3	Owned	\$35.00
33.	Skid Steer with Power Broom	John Deere	332	10,250 LB	1	Owned	\$40.00
34.	Loader Backhoe - 15' Dig Depth (min.)	Various	Various	8,000 LB	3	Owned	\$48.00
35.	Forklift (propane)	CAT	P6000	6,000 LB	2	Owned	\$25.00
36.	Fork-Truck (Lull)	Lull	TL642	6,500 LB 42' HT	1	Rental	\$50.00
37.	Grader	John Deere	570A	20,000 LB	1	Owned	\$65.00
38.	Articulating Loader 3 yard (min.)	John Deere	624J	3 CY	1	Owned	\$70.00
39.	Articulating Loader 4 ½ CY(min.)	CAT	950	4.5 CY	2	Owned	\$85.00
40.	Wheel Loader 7 ½ CY (min.)	CAT	980	7.5 CY	2	Owned	\$105.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	CAT	D3	18,000 LB	1	Rental	\$76.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	CAT	D5 LGP	20,500 LB	1	Owned	\$78.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	CAT	D6-N	39,000 LB	1	Rental	\$80.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	CAT	D6 LGP	40,000 LB	1	Rental	\$85.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	CAT	303.5	7,000 LB	2	Owned	\$30.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	CAT	303.5	7,000 LB	1	Owned	\$55.00

47.	Excavator - 36,000 lb. Operating wt (min.)	John Deere	595	36,000	1	Owned	\$80.00
-----	--	------------	-----	--------	---	-------	---------

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	Various	Various	50,000 LB	4	Owned	\$90.00
49.	Excavator - 70,000 lb. Operating wt (min.)	CAT	328D LCR	70,000 LB	1	Owned	\$90.00
50.	Excavator - 90,000 lb. Operating wt (min.)	CAT	336	82,000 LB	1	Rental	\$175.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	John Deere	220	45,000 LB	2	Owned	\$80.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	CAT	336	82,000 LB	1	Rental	\$80.00
53.	Geoprobe Drill Rig	Geoprobe	540 MT	NA	3	Rental	\$265.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	Generic	NA	5'	1	Owned	\$25.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	Labounty	MSD 1500R	22"	1	Rental	\$190.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	Tramac	TR900	3,000 LB	1	Owner	\$75.00
57.	Hydraulic Hammer Attachment for Backhoe	Tremac	SC-36	1,000 LB	1	Owned	\$35.00
58.	Crawler Mounted Asphalt Paver	Various	Various	4' to 15.5'	3	Owned	\$125.00
59.	Vibratory Roller (1-2 ton)	Various	Various	3 Ton	4	Owned	\$20.00
60.	Vibratory Roller (10-20 ton)	Various	Various	15 Ton	3	Owned	\$70.00
61.	Plate Compactor	Mikasa	Various	21" – 33"	8	Owned	\$15.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Sakai	RS75	11" X 13.5"	2	Owned	\$15.00
63.	Read Screen All	Metso	Various	3-7 CY	1	Rental	\$115.00
64.	Steel Power Work Boat 16' min. (with motor)	Grumman	Deep V	3ppl, 1,600lb	1	Rental	\$57.00
65.	Steel Power Work Boat 20' min. (with motor)	Lobell	CU Admiral	5 ppl, 3,800lb	1	Rental	\$76.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Various	Various	(500 - 1,000 gal.)	1	Rental	\$51.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Various	Various	28'	1	Rented	\$20.00
68.	3" Trash Pump (with hoses)	Various	Various	350 GPM	2	Owned	\$12.00
69.	6" Trash Pump (with hoses)	Godwin	CD 150M	2290 GPM	1	Owned	\$35.00
70.	2" Submersible Pump (with hoses)	Mody	S2B1	100 GPM	1	Rental	\$12.00
71.	3" Submersible Pump (with hoses)	MultiQuip	ST-3050D	264 GPM	1	Owned	\$12.00
72.	Sump Pump (with hoses)	Various	Various	40 GPM	3	Owned	\$12.00
73.	Scott Air Packs	Scott	TC-SU 5134-310	45 Min	6	Owned	\$25.00
74.	Scott 3-Man Portable Air Station	Various	Various	3 Men	1	Rented	\$82.00
75.	Ventilating Fans (explosion proof)	Allegro	NA	1/3 HP	2	Owned	\$20.00
76.	185 CFM Air Compressor with Jackhammer and Hose	IR	P185WJD U	185 CFM	8	Owned	\$28.00
77.	135 CFM Air Compressor	Various	Various	135 CFM	1	Rental	\$28.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Various	Various	500-AMP	1	Rental	\$38.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Lincoln	Various	250-AMP	3	Owned	\$32.00
80.	Generator 5 kw	Various	Various	5kw	6	Owned	\$25.00
81.	Generator 50 kw	MultiQuip	DCA45SS IU3	25kw	2	Owned	\$60.00
82.	5,000 PSI High-Pressure Blast Cleaning	Various	Various	5,000 PSI	1	Rented	\$46.00
83.	1,500 PSI (min.) High Water Blasting	Power America	NA	2,000 PSI	1	Owned	\$25.00
84.	Light Tower (4 Lights, 4,000 Watt)	IR	Light Source	4 - Head	2	Owned	\$20.00
85.	Power Auger (Snake) (Heavy-Duty)	Various	Various	Various	1	Rented	\$30.00
86.	Steam Cleaner (1500 psi)	Various	Various	1,500 PSI	1	Rented	\$38.00
87.	Steam Cleaner (2500 psi)	Various	Various	2,500 PSI	1	Rented	\$42.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	Various	Various	500 Gal	2	Owned	\$10.00
89.	Frac Tank (20,000 gal.)	Baker	21K	21,000 Gal	1	Rental	\$10.00
90.	Personal Protective Equipment Level C/person	Various	Various	NA	Numerous	Owned	\$20.00
91.	Personal Protective Equipment Level B/person	Various	Various	NA	6	Owned	\$28.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Various	Various	NA	1	Rental	\$500.00
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Various	Various	NA	1	Rental	\$450.00
94.	Drill Rig (Air Rotary) High Pressure	Various	Various	NA	1	Rental	\$500.00
95.	Drill Rig Porta Sampler	Various	Various	NA	1	Rental	\$76.00
96.	Groundwater Flowmeter	Flowserve	NA	NA	1	Rental	\$15.00
97.	Underground Metal Detector	CST-Berger	NA	NA	1	Owned	\$19.00
98.	Surveyors Equipment (Transit, etc.)	Trimble	SPS 730	Total Station	1	Owned	\$25.00
99.	Trench Box (8' x 24')	Icon	NA	8'X24'	1	Owned	\$28.00
100.	Manhole Box (10' x 10')	Various	NA	10'X10'	1	Rental	\$44.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Husqvarna	FS6600D	65 HP	5	Owned	\$25.00
102.	Hand-held Power Broom	Ego	NA	NA	1	Owned	\$13.00
103.	Chain Saw (18" long min.)	Stihl	NA	20"	4	Owned	\$13.00
104.	Reciprocating Saw	Milwaukee	NA	NA	4	Owned	\$10.00
105.	Circular Saw	Milwaukee	NA	8"	10	Owned	\$8.00
106.	Wood chipper (6" min.)	Various	Various	6"	1	Rental	\$63.00
107.	Oxy/Acetylene Torch with tanks	NA	NA	NA	2	Owned	\$15.00
108.	Hammer Drill	Milwaukee	3580-21	½"	2	Owned	\$15.00
109.	Drum Vac	Various	NA	16 Gal	2	Owned	\$20.00

110.	Photoionization Detector (PID)	Rae	MiniRae 2000	NA	1	Owned	\$20.00
111.	Flame Ionization Detector (FID)	Various	Various	NA	NA	Rented	\$22.00
EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	GMI	PS241	4 Gases	3	Owned	\$15.00
113.	175,000 BTU Propane Heater	Various	Various	175,000 BTU	3	Owned	\$20.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$175.00
115.	Snow Fence 4' x 50' with poles	Each	\$100.00
116.	Caution Tape 3" x 1000'	Each	\$35.00
117.	Hay Bales	Each	\$9.00
118.	17H DOT 55-Gallon Drum	Each	\$66.00
119.	17C DOT 55-Gallon Drum	Each	\$62.00
120.	17E DOT 55-Gallon Drum	Each	\$60.00
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$88.00
122.	SPC Sorbent Boom 8" x 10'	Each	\$67.00
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$540.00
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$189.00
125.	Poly Tarps 20'x 30'	Each	\$80.00
126.	Poly Drum (55 gal.)	Each	\$85.00
127.	Drum Liner	Each	\$25.00
128.	Over-Pack Drum	Each	\$250.00
129.	Poly Bag	Each	\$3.00
130.	Roll-Off Liner	Each	\$85.00
131.	Silt Fence	Linear Foot	\$2.00
132.	Speedi-Dry	50-lb. Bag	\$18.00

133.	Orange Safety Fence 4'X50'	Each	\$67.00
------	----------------------------	------	---------

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Laydon Industries, LLC.	
19PSX0249			
		TERMS: NET 30	CASH DISCOUNT: 0 % Days
Page 1 OF 7		BIDDER NAME: Laydon Industries, LLC	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$100.00
		Overtime Hourly Rate	\$110.00
		Premium Time Rate	\$110.00
2.	Foreman	Hourly Rate	\$95.00
		Overtime Hourly Rate	\$125.00
		Premium Time Rate	\$125.00
3.	Drillmaster	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$115.00
		Premium Time Rate	\$115.00
4.	Equipment Operator	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$125.00
		Premium Time Rate	\$125.00
5.	Driver	Hourly Rate	\$84.00
		Overtime Hourly Rate	\$98.00
		Premium Time Rate	\$98.00
6.	Experienced Tank Cleaner	Hourly Rate	\$82.00
		Overtime Hourly Rate	\$100.00
		Premium Time Rate	\$100.00
7.	Welder	Hourly Rate	\$91.00
		Overtime Hourly Rate	\$110.00
		Premium Time Rate	\$110.00
8.	Laborer	Hourly Rate	\$78.00
		Overtime Hourly Rate	\$98.00
		Premium Time Rate	\$98.00

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$95.00
		Overtime Hourly Rate	\$195.00
		Premium Time Rate	\$195.00
10.	Surveyor/Instrument Operator	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$105.00
		Premium Time Rate	\$105.00
11.	Surveyor/Rodman	Hourly Rate	\$90.00
		Overtime Hourly Rate	\$100.00
		Premium Time Rate	\$100.00

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: <u>Manafort Brothers Incorporated</u>	
19PSX0249			
		TERMS: N30	CASH DISCOUNT: % Days
Page 1 OF 7		BIDDER NAME: Manafort Brothers Incorporated	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	<u>\$161.76</u>
		Overtime Hourly Rate	<u>\$208.25</u>
		Premium Time Rate	<u>\$254.72</u>
2.	Foreman	Hourly Rate	<u>\$123.91</u>
		Overtime Hourly Rate	<u>\$154.25</u>
		Premium Time Rate	<u>\$184.58</u>
3.	Drillmaster	Hourly Rate	<u>\$117.23</u>
		Overtime Hourly Rate	<u>\$155.11</u>
		Premium Time Rate	<u>\$192.98</u>
4.	Equipment Operator	Hourly Rate	<u>\$109.78</u>
		Overtime Hourly Rate	<u>\$144.39</u>
		Premium Time Rate	<u>\$179.00</u>
5.	Driver	Hourly Rate	<u>\$ 89.17</u>
		Overtime Hourly Rate	<u>\$113.91</u>
		Premium Time Rate	<u>\$138.66</u>
6.	Experienced Tank Cleaner	Hourly Rate	<u>\$126.21</u>
		Overtime Hourly Rate	<u>\$157.52</u>
		Premium Time Rate	<u>\$188.82</u>
7.	Welder	Hourly Rate	<u>\$153.33</u>
		Overtime Hourly Rate	<u>\$194.94</u>
		Premium Time Rate	<u>\$236.57</u>
8.	Laborer	Hourly Rate	<u>\$ 83.95</u>
		Overtime Hourly Rate	<u>\$109.23</u>
		Premium Time Rate	<u>\$134.51</u>

ITEM #	LABOR				HOURLY RATE		
9.	Marine Operator				Hourly Rate	\$ <u>117.23</u>	
					Overtime Hourly Rate	\$ <u>155.11</u>	
					Premium Time Rate	\$ <u>192.98</u>	
10.	Surveyor/Instrument Operator				Hourly Rate	\$ <u>129.48</u>	
					Overtime Hourly Rate	\$ <u>160.71</u>	
					Premium Time Rate	\$ <u>191.95</u>	
11.	Surveyor/Rodman				Hourly Rate	\$ <u>93.95</u>	
					Overtime Hourly Rate	\$ <u>121.64</u>	
					Premium Time Rate	\$ <u>149.33</u>	
EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Presvac	3800CFM	3,300 Gal	1	Owned	\$ <u>150.00</u>
13.	Wet/Dry "Super-Vac" with HEPA filter unit	Presvac	3800CFM	3,300 Gal	1	Owned	\$ <u>175.00</u>
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Brenner or comparable	Stainless Steel Tanker or comparable	6,500	1	Rental	\$ <u>150.00</u>
15.	Tank Trailer (6,500-8,500 gal.)	Kenworth	Stainless Steel	6,500	1	Rental	\$ <u>150.00</u>
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	Mack / Kenworth	CV713 / TS880	50 CY	5	Owned	\$ <u>100.00</u>
17.	Utility Truck under 18,000 G.V.W.	Ford / Chevy / Dodge	Rack Truck	18,000 lb or less	12	Owned	\$ <u>25.00</u>
18.	Utility Truck over 18,000 G.V.W.	Various Models	Rack Truck	18,000 lb or larger	6	Owned	\$ <u>55.00</u>
19.	Four Wheel Drive Truck	Ford / Chevy/ Dodge	Various Models Pick-ups	½ ton and larger	6	Owned	\$ <u>30.00</u>
20.	Pickup Truck (¾ - 1 Ton)	Ford/ Chevy/ Dodge	Various Models Pick-ups	½ ton and larger	120	Owned	\$ <u>25.00</u>
21.	Rack Body truck with Lift gate	Ford/International/ Freightliner	Rack Truck with Lift Gate	Various Sizes	8	Owned	\$ <u>55.00</u>

22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Chevy / International	6 Wheel Dump	35,000 lb	2	Owned	\$ <u>50.00</u>
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Kenworth	T880	76,500 lb	20	Owned	\$ <u>85.00</u>
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	Mack	Steel Box Trailer	50 CY	8	Owned	\$ <u>95.00</u>
25.	20 Ton Tag - a - Long Trailer	Eager Beaver	Tow Behind	20 Ton	2	Owned	\$ <u>50.00</u>
26.	Flatbed Trailer and Tractor	Mack	Flat Bed Trailer	40 FT	6	Owned	\$ <u>95.00</u>

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	Mack / Kenworth	Lowbed	50 Ton	2	Owned	\$ <u>120.00</u>
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	Volvo/John Deere	AC-30	17 -21 CY	6	Owned	\$ <u>175.00</u>
29.	Water Wagon	Various	Various	2500 Gal	8	Owned	\$ <u>55.00</u>
30.	Rolloff Truck (73,000 lb. G.V.W.)	Mack	Roll-off	73,000 lb	2	Owned	\$ <u>75.00</u>
31.	Roll Off (30 yard)	30 CY Can	30 CY Can	30 CY	20	Owned	\$ <u>15.00</u>
32.	Skid Steer Loader	Bobcat	Various	Various	12	Owned	\$ <u>55.00</u>
33.	Skid Steer with Power Broom	Bobcat	Various	Various	4	Owned	\$ <u>60.00</u>
34.	Loader Backhoe - 15' Dig Depth (min.)	Cat	426 or comparable	15'	3	Owned	\$ <u>65.00</u>
35.	Forklift (propane)	Cat	Various	Various	5	Owned	\$ <u>45.00</u>
36.	Fork-Truck (Lull)	Cat or comparable	V-TH 63 or comparable	6000 lb	10	Owned	\$ <u>80.00</u>
37.	Grader	Cat	120H or comparable	N/A	1	Owned	\$ <u>100.00</u>
38.	Articulating Loader 3 yard (min.)	Cat	950B or comparable	3.25 CY	10	Owned	\$ <u>140.00</u>
39.	Articulating Loader 4 ½ CY(min.)	Cat	966D or comparable	4.25 CY	12	Owned	\$ <u>155.00</u>
40.	Wheel Loader 7 ½ CY (min.)	Cat	980 or comparable	7.25	4	Owned	\$ <u>220.00</u>
41.	Bulldozer - 15,000 lb. Operating wt (min.)	Cat	D-4 or comparable	15,000 lb	6	Owned	\$ <u>85.00</u>

42.	Bulldozer - 24,000 lb. Operating wt (min.)	Cat	D-5 or comparable	32,000 lb	6	Owned	<u>\$115.00</u>
43.	Bulldozer - 40,000 lb. Operating wt (min.)	Cat	D-6 or comparable	40,000 lb	3	Owned	<u>\$165.00</u>
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	Cat	D-6 Widetrack	40,000 lb	1	Owned	<u>\$165.00</u>
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	John Deere	50ZTS or comparable	7,000 lb	7	Owned	<u>\$ 75.00</u>
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	John Deere	50ZTS or comparable	7,000 lb	7	Owned	<u>\$ 75.00</u>
47.	Excavator - 36,000 lb. Operating wt (min.)	Volvo / John Deere	EC-235 or comparable	48,000 lb	10+	Owned	<u>\$100.00</u>

EQUIPMENT

ITEM#	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	John Deere	290G	66,000 lb	20+	Owned	<u>\$165.00</u>
49.	Excavator - 70,000 lb. Operating wt (min.)	Volvo	EC-360 or comparable	81,000 lb	10+	Owned	<u>\$220.00</u>
50.	Excavator - 90,000 lb. Operating wt (min.)	Volvo	EC-460 or comparable	98,000 lb	10+	Owned	<u>\$275.00</u>
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	Volvo / John Deere	190DW	44,000 lb	8	Owned	<u>\$125.00</u>
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	Cat	M322	48,000 lb	1	Rental	<u>\$195.00</u>
53.	Geoprobe Drill Rig	PMS	9600	50'	1	Rental	<u>\$400.00</u>
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	Cat	Grapple/G320	N/A	10+	Owned	<u>\$ 50.00</u>
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	Labounty	UP-20 or comparable	NA	10+	Owned	<u>\$150.00</u>
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	Stanley	MB70EX or comparable	7,500 lb	10+	Owned	<u>\$150.00</u>
57.	Hydraulic Hammer Attachment for Backhoe	Tramac	How-Ram or comparable	2,500 lb	6	Owned	<u>\$ 85.00</u>
58.	Crawler Mounted Asphalt Paver	Blaw Knox	PF400A or comparable	10' - 18	3	Owned	<u>\$275.00</u>

59.	Vibratory Roller (1-2 ton)	Ingersoll Rand	SD 40 or comparable	4,485 lb	5	Owned	\$ <u>85.00</u>
60.	Vibratory Roller (10-20 ton)	Ingersoll Rand	Various	10-20 Ton	4	Owned	\$ <u>140.00</u>
61.	Plate Compactor	Wacker/Weber	Plate Compactor	N/A	20	Owned	\$ <u>40.00</u>
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Mikasa	Tamper	N/A	6	Owned	\$ <u>40.00</u>
63.	Read Screen All	Reed	Screen All	N/A	1	Owned	\$ <u>150.00</u>
64.	Steel Power Work Boat 16' min. (with motor)	Various	Various	16'	2	Owned	\$ <u>75.00</u>
65.	Steel Power Work Boat 20' min. (with motor)	Boston Whaler	22'	22'	1	Owned	\$ <u>100.00</u>
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Various	Various	500 gal	1	Rental	\$ <u>45.00</u>

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Various	20'-30'	20'-30'	6	Owned	\$ <u>20.00</u>
68.	3" Trash Pump (with hoses)	Multiquip or comparable	3" & 4"	3" & 4"	15	Owned	\$ <u>30.00</u>
69.	6" Trash Pump (with hoses)	Gould	6"	6"	1	Owned	\$ <u>65.00</u>
70.	2" Submersible Pump (with hoses)	Mac	2"	2"	20	Owned	\$ <u>15.00</u>
71.	3" Submersible Pump (with hoses)	Wacker or comparable	3"	3"	10	Owned	\$ <u>25.00</u>
72.	Sump Pump (with hoses)	Mac	Under 2"	Under 2"	6	Owned	\$ <u>15.00</u>
73.	Scott Air Packs	MSA	Air Hawk 2	Single Unit	2	Owned	\$ <u>50.00</u>
74.	Scott 3-Man Portable Air Station	Gast	Supplied Air	4-Man	1	Owned	\$ <u>50.00</u>
75.	Ventilating Fans (explosion proof)	Various	Electric	Various	4	Owned	\$ <u>30.00</u>
76.	185 CFM Air Compressor with Jackhammer and Hose	Ingersoll Rand or comparable	185 CFM	185 CFM	15	Owned	\$ <u>35.00</u>
77.	135 CFM Air Compressor	Ingersoll Rand or comparable	185 CFM	185 CFM	15	Owned	\$ <u>35.00</u>
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	302D	500 amp	1	Owned	\$ <u>55.00</u>

79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	Big 40	300 Amp	2	Owned	\$ <u>45.00</u>
80.	Generator 5 kw	Honda	5 kw	5 kw	12	Owned	\$ <u>15.00</u>
81.	Generator 50 kw	Ingersoll Rand or comparable	50 kw	50 kw	8	Owned	\$ <u>45.00</u>
82.	5,000 PSI High-Pressure Blast Cleaning	Honda	5,000 PSI	5,000 PSI	1	Owned	\$ <u>70.00</u>
83.	1,500 PSI (min.) High Water Blasting	Honda	1,500 PSI	1,500 PSI	2	Owned	\$ <u>30.00</u>
84.	Light Tower (4 Lights, 4,000 Watt)	Ingersoll Rand	4,000 Watt	4,000 Watt	30+	Owned	\$ <u>45.00</u>
85.	Power Auger (Snake) (Heavy-Duty)	Power Auger	Snake	N/A	1	Rental	\$ <u>70.00</u>
86.	Steam Cleaner (1500 psi)	Honda	1,500 psi	1,500 psi	2	Owned	\$ <u>30.00</u>
87.	Steam Cleaner (2500 psi)	Honda	2,500 psi	2,500 psi	1	Owned	\$ <u>35.00</u>

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	Recovery Tank	500 Gal	500 Gal	1	Owned	\$ <u>25.00</u>
89.	Frac Tank (20,000 gal.)	Baker	Frac Tank	20,000 Gal	Varies	Rented	\$ <u>25.00</u>
90.	Personal Protective Equipment Level C/person	3M/ North/ Tyvek	Varies	Varies	Varies	Owned	\$ <u>15.00</u>
91.	Personal Protective Equipment Level B/person	3M / North / Tyvek	Varies	Varies	Varies	Owned	\$ <u>30.00</u>
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Gus Pech	H48	100'	1	Rental	\$ <u>900.00</u>
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Mobile	B59	100'	1	Rental	\$ <u>600.00</u>
94.	Drill Rig (Air Rotary) High Pressure	Ingersoll Rand	T4	500'	1	Rental	\$ <u>900.00</u>
95.	Drill Rig Porta Sampler	Tri-Pod	Tri-Pod	N/A	1	Rental	\$ <u>500.00</u>
96.	Groundwater Flowmeter	Varies	Varies	Varies	3	Owned	\$ <u>15.00</u>
97.	Underground Metal Detector	Varies	Varies	Varies	2	Owned	\$ <u>15.00</u>
98.	Surveyors Equipment (Transit, etc.)	Sokkia	Set 300	N/A	4	Owned	\$ <u>25.00</u>

99.	Trench Box (8' x 24')	Ikon or comparable	Steel	Various Sized	100	Owned	\$ <u>35.00</u>
100.	Manhole Box (10' x 10')	Ikon or comparable	Steel	Various Sized	2	Owned	\$ <u>35.00</u>
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Stanley	Road Saw	18"	4	Owned	\$ <u>50.00</u>
102.	Hand-Held Power Broom	Stihl	KM 131R	N/A	10	Owned	\$ <u>10.00</u>
103.	Chain Saw (18" long min.)	Stihl	Varies	16" – 24"	12	Owned	\$ <u>15.00</u>
104.	Reciprocating Saw	Bosch	Saw-Zall	N/A	25	Owned	\$ <u>20.00</u>
105.	Circular Saw	Bosch	Circ Saw	N/A	15	Owned	\$ <u>15.00</u>
106.	Wood chipper (6" min.)	Vermeer	BC100xl	12"	1	Rental	\$ <u>85.00</u>
107.	Oxy/Acetylene Torch with tanks	Harris	Tank Gauge and Torch	N/A	25	Owned	\$ <u>25.00</u>
108.	Hammer Drill	Bosch / Hilti	Hammer Drill	N/A	6	Owned	\$ <u>20.00</u>
109.	Drum Vac	McMaster Carr	Drum Vac	N/A	1	Rental	\$ <u>25.00</u>
110.	Photoionization Detector (PID)	Rae System	Mini Lite Ray	N/A	2	Owned	\$ <u>20.00</u>
111.	Flame Ionization Detector (FID)	Photo Vac	Micro FID	N/A	1	Rental	\$ <u>40.00</u>
EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	Bio Systems	Multi Vision	N/A	6	Owned	\$ <u>15.00</u>
113.	175,000 BTU Propane Heater	Varies	Varies	Varies	4	Owned	\$ <u>25.00</u>

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$ <u>125.00</u>
115.	Snow Fence 4' x 50' with poles	Each	\$ <u>75.00</u>
116.	Caution Tape 3" x 1000'	Each	\$ <u>36.00</u>
117.	Hay Bales	Each	\$ <u>12.00</u>
118.	17H DOT 55-Gallon Drum	Each	\$ <u>120.00</u>
119.	17C DOT 55-Gallon Drum	Each	\$ <u>120.00</u>
120.	17E DOT 55-Gallon Drum	Each	\$ <u>120.00</u>
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$ <u>96.00</u>
122.	SPC Sorbent Boom 8" x 10'	Each	\$ <u>92.00</u>
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$ <u>640.00</u>
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$ <u>150.00</u>
125.	Poly Tarps 20'x 30'	Each	\$ <u>70.00</u>
126.	Poly Drum (55 gal.)	Each	\$ <u>125.00</u>
127.	Drum Liner	Each	\$ <u>26.00</u>
128.	Over-Pack Drum	Each	\$ <u>240.00</u>
129.	Poly Bag	Each	\$ <u>6.00</u>
130.	Roll-Off Liner	Each	\$ <u>78.00</u>
131.	Silt Fence	Linear Foot	\$ <u>2.25</u>
132.	Speedi-Dry	50-lb. Bag	\$ <u>17.00</u>
133.	Orange Safety Fence 4'X50'	Each	\$ <u>68.00</u>

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: <u>Manafort Brothers Incorporated</u>	
19PSX0249			
		TERMS: N30	CASH DISCOUNT: % Days
Page 1 OF 7		BIDDER NAME: Manafort Brothers Incorporated	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$ <u>161.76</u>
		Overtime Hourly Rate	\$ <u>208.25</u>
		Premium Time Rate	\$ <u>254.72</u>
2.	Foreman	Hourly Rate	\$ <u>123.91</u>
		Overtime Hourly Rate	\$ <u>154.25</u>
		Premium Time Rate	\$ <u>184.58</u>
3.	Drillmaster	Hourly Rate	\$ <u>117.23</u>
		Overtime Hourly Rate	\$ <u>155.11</u>
		Premium Time Rate	\$ <u>192.98</u>
4.	Equipment Operator	Hourly Rate	\$ <u>109.78</u>
		Overtime Hourly Rate	\$ <u>144.39</u>
		Premium Time Rate	\$ <u>179.00</u>
5.	Driver	Hourly Rate	\$ <u>89.17</u>
		Overtime Hourly Rate	\$ <u>113.91</u>
		Premium Time Rate	\$ <u>138.66</u>
6.	Experienced Tank Cleaner	Hourly Rate	\$ <u>126.21</u>
		Overtime Hourly Rate	\$ <u>157.52</u>
		Premium Time Rate	\$ <u>188.82</u>
7.	Welder	Hourly Rate	\$ <u>153.33</u>
		Overtime Hourly Rate	\$ <u>194.94</u>
		Premium Time Rate	\$ <u>236.57</u>
8.	Laborer	Hourly Rate	\$ <u>83.95</u>
		Overtime Hourly Rate	\$ <u>109.23</u>
		Premium Time Rate	\$ <u>134.51</u>

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$ <u>117.23</u>
		Overtime Hourly Rate	\$ <u>155.11</u>
		Premium Time Rate	\$ <u>192.98</u>
10.	Surveyor/Instrument Operator	Hourly Rate	\$ <u>129.48</u>
		Overtime Hourly Rate	\$ <u>160.71</u>
		Premium Time Rate	\$ <u>191.95</u>
11.	Surveyor/Rodman	Hourly Rate	\$ <u>93.95</u>
		Overtime Hourly Rate	\$ <u>121.64</u>
		Premium Time Rate	\$ <u>149.33</u>

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: <u>NRC East Environmental Services, Inc.</u>	
19PSX0249			
		TERMS: Net 45	CASH DISCOUNT: 2 % 15 Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	<u>\$ 65.00</u>
		Overtime Hourly Rate	<u>\$ 97.50</u>
		Premium Time Rate	<u>\$115.00</u>
2.	Foreman	Hourly Rate	<u>\$ 55.00</u>
		Overtime Hourly Rate	<u>\$ 82.50</u>
		Premium Time Rate	<u>\$100.00</u>
3.	Drillmaster	Hourly Rate	<u>\$ 70.00</u>
		Overtime Hourly Rate	<u>\$105.00</u>
		Premium Time Rate	<u>\$126.00</u>
4.	Equipment Operator	Hourly Rate	<u>\$ 65.00</u>
		Overtime Hourly Rate	<u>\$ 97.50</u>
		Premium Time Rate	<u>\$115.00</u>
5.	Driver	Hourly Rate	<u>\$ 55.00</u>
		Overtime Hourly Rate	<u>\$ 82.50</u>
		Premium Time Rate	<u>\$100.00</u>
6.	Experienced Tank Cleaner	Hourly Rate	<u>\$45.00</u>
		Overtime Hourly Rate	<u>\$67.50</u>
		Premium Time Rate	<u>\$81.00</u>
7.	Welder	Hourly Rate	<u>\$ 55.00</u>
		Overtime Hourly Rate	<u>\$ 82.50</u>
		Premium Time Rate	<u>\$100.00</u>
8.	Laborer	Hourly Rate	<u>\$45.00</u>
		Overtime Hourly Rate	<u>\$67.50</u>
		Premium Time Rate	<u>\$81.00</u>

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	<u>\$ 65.00</u>
		Overtime Hourly Rate	<u>\$ 97.50</u>
		Premium Time Rate	<u>\$115.00</u>
10.	Surveyor/Instrument Operator	Hourly Rate	<u>\$ 70.00</u>
		Overtime Hourly Rate	<u>\$105.00</u>
		Premium Time Rate	<u>\$126.00</u>
11.	Surveyor/Rodman	Hourly Rate	<u>\$ 55.00</u>
		Overtime Hourly Rate	<u>\$ 82.50</u>
		Premium Time Rate	<u>\$100.00</u>

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Various	Various	2,500 - 5,000	15	Owned	\$ 65.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	Various	Various	2,500 - 3,000	6	Owned	\$120.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Various	Various	5,000 - 8,000	2	Rental	\$ 95.00
15.	Tank Trailer (6,500-8,500 gal.)	Various	Various	6,000 - 8,500	2	Owned	\$ 50.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	Mack	Various	80,000 GVW	2	Owned	\$ 50.00
17.	Utility Truck under 18,000 G.V.W.	Ford	Various	½ - 1 ton	15	Owned	\$ 21.00
18.	Utility Truck over 18,000 G.V.W.	Various	Various	18,000 GVW	6	Owned	\$ 35.00
19.	Four Wheel Drive Truck	Ford	Various	½ - 1 ton	23	Owned	\$ 20.00
20.	Pickup Truck (¾ - 1 Ton)	Ford	Various	1/2 - 1 ton	9	Owned	\$ 16.00
21.	Rack Body truck with Lift gate	Various	Various	< 26,000 GVW	5	Owned	\$ 35.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Various	Various	< 35,000 GVW	3	Owned	\$ 35.00
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Various	Various	>35,000 GVW	6	Owned	\$ 60.00
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	Various	Various	80,000 GVW	4	Rental	\$ 75.00
25.	20 Ton Tag - a - Long Trailer	Various	Various	20 Ton	4	Owned	\$ 30.00
26.	Flatbed Trailer and Tractor	Various	Various	40 Ton	2	Owned	\$ 65.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	Various	Various	50 Ton	2	Rental	\$ 90.00
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	CAT	D250E	30 Ton	1	Owned	\$120.00
29.	Water Wagon	Various	Various	1,000 gallon	2	Rental	\$ 45.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	Mack	Various	<80 ton GVW	5	Owned	\$ 65.00
31.	Roll Off (30 yard)	Various	Various	30 CY	6	Owned	\$ 4.00
32.	Skid Steer Loader	Various	Various	Various	7	Owned	\$ 40.00
33.	Skid Steer with Power Broom	Various	Various	Various	4	Owned	\$ 59.00
34.	Loader Backhoe - 15' Dig Depth (min.)	Various	Various	15'	4	Owned	\$ 55.00
35.	Forklift (propane)	Various	Various	5,000 lbs.	2	Owned	\$ 45.00
36.	Fork-Truck (Lull)	Various	Various	6,000 lbs.	4	Rental	\$ 55.00
37.	Grader	Various	Various	Various	4	Rental	\$ 85.00
38.	Articulating Loader 3 yard (min.)	Various	Various	3 CY	2	Owned	\$ 95.00
39.	Articulating Loader 4 ½ CY(min.)	Various	Various	4.5 CY	4	Rental	\$105.00
40.	Wheel Loader 7 ½ CY (min.)	Various	Various	Various	2	Rental	\$160.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$ 55.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$ 65.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$ 75.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	Various	Various	Various	2	Rental	\$ 85.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	Various	Various	Various	4	Owned	\$ 40.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	Various	Various	Various	2	Owned	\$ 55.00
47.	Excavator - 36,000 lb. Operating wt (min.)	Various	Various	Various	2	Owned	\$ 72.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	Various	Various	Various	2	Owned	\$115.00
49.	Excavator - 70,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$135.00
50.	Excavator - 90,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$165.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$105.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	Various	Various	Various	2	Rental	\$175.00
53.	Geoprobe Drill Rig	Various	Various	Various	3	Rental	\$100.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	Various	Various	Various	4	Rental	\$ 45.00
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	Various	Various	Various	2	Rental	\$255.00
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	Various	Various	Various	4	Rental	\$260.00
57.	Hydraulic Hammer Attachment for Backhoe	Various	Various	Various	4	Rental	\$ 85.00
58.	Crawler Mounted Asphalt Paver	Various	Various	Various	2	Rental	\$295.00
59.	Vibratory Roller (1-2 ton)	Various	Various	Various	4	Rental	\$ 65.00
60.	Vibratory Roller (10-20 ton)	Various	Various	Various	4	Rental	\$ 85.00
61.	Plate Compactor	Various	Various	Various	3	Owned	\$ 35.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Various	Various	Various	2	Owned	\$ 35.00
63.	Read Screen All	Various	Various	Various	3	Rental	\$110.00
64.	Steel Power Work Boat 16' min. (with motor)	Various	Various	Various	3	Owned	\$115.00
65.	Steel Power Work Boat 20' min. (with motor)	Various	Various	Various	2	Owned	\$ 75.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Various	Various	Various	4	Owned	\$ 35.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Various	Various	Various	6	Rental	\$ 25.00
68.	3" Trash Pump (with hoses)	Various	Various	100 GPM	6	Owned	\$ 20.00
69.	6" Trash Pump (with hoses)	Various	Various	200 GPM	2	Rental	\$ 65.00
70.	2" Submersible Pump (with hoses)	Various	Various	50 GPM	4	Owned	\$ 25.00
71.	3" Submersible Pump (with hoses)	Various	Various	100 GPM	2	Owned	\$ 30.00
72.	Sump Pump (with hoses)	Various	Various	10 -25 GPM	6	Owned	\$ 25.00
73.	Scott Air Packs	Scotts	Various	30 – 60 Min	12	Owned	\$ 25.00
74.	Scott 3-Man Portable Air Station	Various	Cascade	3 for >24 hrs	3	Owned	\$100.00
75.	Ventilating Fans (explosion proof)	Various	Various	120CFM	6	Owned	\$ 30.00
76.	185 CFM Air Compressor with Jackhammer and Hose	Various	Various	185 CFM 100 PSI	3	Owned	\$ 45.00
77.	135 CFM Air Compressor	Various	Various	135 CFM	2	Owned	\$ 35.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	Various	500 AMP	2	Rental	\$ 75.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Miller	Bobcat	8.5 kw	1	Owned	\$ 55.00
80.	Generator 5 kw	Various	Various	5kw – 10 kw	6	Owned	\$ 35.00
81.	Generator 50 kw	CAT	XQ 60	50 kw	1	Owned	\$ 75.00
82.	5,000 PSI High-Pressure Blast Cleaning	Various	Various	5k PSI	6	Owned	\$ 65.00
83.	1,500 PSI (min.) High Water Blasting	Various	Various	1.5K PSI	8	Owned	\$ 30.00
84.	Light Tower (4 Lights, 4,000 Watt)	Magnum	MLT4060	20KW	1	Owned	\$ 35.00
85.	Power Auger (Snake) (Heavy-Duty)	General	Mini Rooter	100 FT	1	Owned	\$ 30.00
86.	Steam Cleaner (1500 psi)	Various	Various	1200 - 1500 psi	5	Owned	\$ 35.00
87.	Steam Cleaner (2500 psi)	Various	Various	2200 2500 psi	6	Owned	\$ 40.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	Various	Various	500 gallons	4	Rental	\$ 15.00
89.	Frac Tank (20,000 gal.)	Various	Various	20,000 gallons	10	Rental	\$ 8.00
90.	Personal Protective Equipment Level C/person	Various	Various	per person	50 Plus	Owned	\$ 35.00
91.	Personal Protective Equipment Level B/person	Various	Various	per person	12	Owned	\$75.00
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Reich	T 690	6" – 12"	1	Rental	\$455.0
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Reich	T 690	6"	1	Rental	\$295.00
94.	Drill Rig (Air Rotary) High Pressure	Reich	T 690	12" – 18"	1	Rental	\$475.00
95.	Drill Rig Porta Sampler	Geoprobe	Various	1/2" – 2"	3	Rental	\$165.00
96.	Groundwater Flowmeter	Various	Various	100GPM	3	Owned	\$ 10.00
97.	Underground Metal Detector	Various	Various	5 FT BGS	2	Owned	\$ 15.00
98.	Surveyors Equipment (Transit, etc.)	Various	Various	N/A	3	Owned	\$ 35.00
99.	Trench Box (8' x 24')	Various	Various	8' x 24'	3	Rental	\$ 35.00
100.	Manhole Box (10' x 10')	Various	Various	10' x10'	4	Rental	\$ 30.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Various	Various	18"	2	Owned	\$ 30.00
102.	Hand-held Power Broom	Stihl	FS 250	18" Gas	4	Owned	\$ 20.00
103.	Chain Saw (18" long min.)	Various	Various	16" – 24"	4	Owned	\$ 20.00
104.	Reciprocating Saw	Various	Various	110V & Battery	10	Owned	\$ 20.00
105.	Circular Saw	Various	Various	6"	4	Owned	\$ 15.00
106.	Wood chipper (6" min.)	Various	Various	6"	4	Rental	\$ 45.00
107.	Oxy/Acetylene Torch with tanks	Various	Various	Large & Small	2	Owned	\$ 35.00
108.	Hammer Drill	Various	Various	110V & Battery	5	Owned	\$ 15.00
109.	Drum Vac	Various	Various	50-gallon	2	Owned	\$ 35.00
110.	Photoionization Detector (PID)	Various	Various	10.6	4	Owned	\$ 20.00
111.	Flame Ionization Detector (FID)	Various	Various	N/A	3	Rental	\$ 30.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	Various	Various	4 & 5gas	6	Owned	\$ 25.00
113.	175,000 BTU Propane Heater	Various	Various	175K BTU	2	Owned	\$ 45.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	<u>\$145.00</u>
115.	Snow Fence 4' x 50' with poles	Each	<u>\$100.00</u>
116.	Caution Tape 3" x 1000'	Each	<u>\$ 35.00</u>
117.	Hay Bales	Each	<u>\$ 15.00</u>
118.	17H DOT 55-Gallon Drum	Each	<u>\$ 55.00</u>
119.	17C DOT 55-Gallon Drum	Each	<u>\$ 65.00</u>
120.	17E DOT 55-Gallon Drum	Each	<u>\$ 55.00</u>
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	<u>\$ 95.00</u>
122.	SPC Sorbent Boom 8" x 10'	Each	<u>\$ 75.00</u>
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	<u>\$870.00</u>
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	<u>\$135.00</u>
125.	Poly Tarps 20'x 30'	Each	<u>\$110.00</u>
126.	Poly Drum (55 gal.)	Each	<u>\$ 95.00</u>
127.	Drum Liner	Each	<u>\$ 25.00</u>
128.	Over-Pack Drum	Each	<u>\$275.00</u>
129.	Poly Bag	Each	<u>\$ 3.00</u>
130.	Roll-Off Liner	Each	<u>\$ 85.00</u>
131.	Silt Fence	Linear Foot	<u>\$ 3.00</u>
132.	Speedi-Dry	50-lb. Bag	<u>\$ 19.00</u>
133.	Orange Safety Fence 4'X50'	Each	<u>\$105.00</u>

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: <u>NRC East Environmental Services, Inc.</u>	
19PSX0249			
		TERMS: Net 45	CASH DISCOUNT: 2 % 15 Days
Page 1 OF 2			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	<u>\$ 85.00</u>
		Overtime Hourly Rate	<u>\$ 127.50</u>
		Premium Time Rate	<u>\$ 145.00</u>
2.	Foreman	Hourly Rate	<u>\$ 80.00</u>
		Overtime Hourly Rate	<u>\$ 120.00</u>
		Premium Time Rate	<u>\$ 136.00</u>
3.	Drillmaster	Hourly Rate	<u>\$ 97.50</u>
		Overtime Hourly Rate	<u>\$ 146.25</u>
		Premium Time Rate	<u>\$ 165.75</u>
4.	Equipment Operator	Hourly Rate	<u>\$ 97.50</u>
		Overtime Hourly Rate	<u>\$ 146.25</u>
		Premium Time Rate	<u>\$ 165.75</u>
5.	Driver	Hourly Rate	<u>\$ 84.00</u>
		Overtime Hourly Rate	<u>\$ 126.00</u>
		Premium Time Rate	<u>\$ 142.00</u>
6.	Experienced Tank Cleaner	Hourly Rate	<u>\$ 78.00</u>
		Overtime Hourly Rate	<u>\$ 117.00</u>
		Premium Time Rate	<u>\$ 133.00</u>
7.	Welder	Hourly Rate	<u>\$ 78.00</u>
		Overtime Hourly Rate	<u>\$ 117.00</u>
		Premium Time Rate	<u>\$ 133.00</u>
8.	Laborer	Hourly Rate	<u>\$ 78.00</u>
		Overtime Hourly Rate	<u>\$ 117.00</u>
		Premium Time Rate	<u>\$ 133.00</u>

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	<u>\$ 97.50</u>
		Overtime Hourly Rate	<u>\$ 146.25</u>
		Premium Time Rate	<u>\$ 165.75</u>
10.	Surveyor/Instrument Operator	Hourly Rate	<u>\$ 85.00</u>
		Overtime Hourly Rate	<u>\$ 127.50</u>
		Premium Time Rate	<u>\$ 145.00</u>
11.	Surveyor/Rodman	Hourly Rate	<u>\$ 80.00</u>
		Overtime Hourly Rate	<u>\$ 120.00</u>
		Premium Time Rate	<u>\$ 136.00</u>

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Moran Environmental Recovery	
19PSX0249			
		TERMS: Net 45	CASH DISCOUNT: % Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$ 80.00
		Overtime Hourly Rate	\$ 117.00
		Premium Time Rate	\$ 153.00
2.	Foreman	Hourly Rate	\$ 65.00__
		Overtime Hourly Rate	\$ 84.50__
		Premium Time Rate	\$ 110.00__
3.	Drillmaster	Hourly Rate	\$ 65.00__
		Overtime Hourly Rate	\$ 84.50__
		Premium Time Rate	\$ 110.00__
4.	Equipment Operator	Hourly Rate	\$ 65.00__
		Overtime Hourly Rate	\$ 84.50__
		Premium Time Rate	\$ 110.00__
5.	Driver	Hourly Rate	\$ 65.00__
		Overtime Hourly Rate	\$ 84.50__
		Premium Time Rate	\$ 110.00__
6.	Experienced Tank Cleaner	Hourly Rate	\$ 60.00__
		Overtime Hourly Rate	\$ 78.00__
		Premium Time Rate	\$ 100.00__
7.	Welder	Hourly Rate	\$ 60.00__
		Overtime Hourly Rate	\$ 78.00__
		Premium Time Rate	\$ 100.00__
8.	Laborer	Hourly Rate	\$ 60.00__
		Overtime Hourly Rate	\$ 78.00__
		Premium Time Rate	\$ 100.00__

ITEM #	LABOR	HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$__70.00__
		Overtime Hourly Rate	\$__90.00__
		Premium Time Rate	\$__119.00__
10.	Surveyor/Instrument Operator	Hourly Rate	\$__70.00__
		Overtime Hourly Rate	\$__90.00__
		Premium Time Rate	\$__119.00__
11.	Surveyor/Rodman	Hourly Rate	\$__70.00__
		Overtime Hourly Rate	\$__90.00__
		Premium Time Rate	\$__119.00__

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
12.	Vacuum Truck (2,500-6,700 gal.)	Various	Kenworth	4000g	2	Owned	\$ 60.00
13.	Wet/Dry "Super-Vac" with HEPA filter unit	International	Guzzler	3500g	2	Owned	\$ 80.00
14.	Tank Trailer with Tractor (6,500 - 8,500 gal.)	Custom	Mack	8000g	1	Owned	\$ 60.00
15.	Tank Trailer (6,500-8,500 gal.)	_Heil__	Transporter	8000g	1	Owned	\$ 40.00
16.	Tandem Axle Tractor (80,000 lb. G.V.W.)	_Various	Various	NA	2	Owned	\$ 40.00
17.	Utility Truck under 18,000 G.V.W.	_Various	Various	NA	12	Owned	\$ 20.00
18.	Utility Truck over 18,000 G.V.W.	Various	Various	NA	4	Owned	\$ 20.00
19.	Four Wheel Drive Truck	Various	Various	NA	5	Owned	\$ 20.00
20.	Pickup Truck (3/4 - 1 Ton)	Various	Various	NA	4	Owned	\$ 20.00
21.	Rack Body truck with Lift gate	GMC	Rack	5 man	2	Owned	\$ 26.00
22.	Dump Truck 6-Wheeler (35,000 lb. G.V.W.)	Various	Various	6-10 ton	1	Rental	\$__40.00__
23.	Dump Truck Triaxle (76,500 lb. G.V.W.)	Various	Various	76k	1	Rental	\$__80.00__
24.	Dump Trailer and Tractor (80,000 lb. G.V.W.)	Various	Various	80k	1	Rental	\$__100.00__
25.	20 Ton Tag - a - Long Trailer	Beaver	Tag along	20k	1	Owned	\$__25.00__

26.	Flatbed Trailer and Tractor	Various	Various	10 ton____	1	Owned	\$__95.00__

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
27.	Lowbed Trailer and Tractor (50 Ton)	_Various_	Various	1	1	Owned	\$_95.00__
28.	Articulated Off Road Haul Truck - 30 Ton Capacity	Various_	Various	NA	NA	Rental	\$ 150.00
29.	Water Wagon	_Various_	Various	1350g	Various	Owned	\$ 30.00
30.	Rolloff Truck (73,000 lb. G.V.W.)	various_	Various	NA	3	Owned	\$ 50.00
31.	Roll Off (30 yard)	various_	Various	30 yd	15	Owned	\$ 5.00
32.	Skid Steer Loader	_Bobcat_	Various	NA	3	Owned	\$ 40.00
33.	Skid Steer with Power Broom	Various_	Various	NA	1	Rental	\$ 50.00
34.	Loader Backhoe - 15' Dig Depth (min.)	Various__	Various	NA	1	Rental	\$ 90.00
35.	Forklift (propane)	Clark_	Clark	6k	1	Owned	\$ 55.00
36.	Fork-Truck (Lull)	_Various	Various	NA	1	Rental	\$_60.00
37.	Grader	Various	Various	NA	NA	Rental	\$ 60.00
38.	Articulating Loader 3 yard (min.)	Various_	Various	NA	1	Rental	\$ 75.00
39.	Articulating Loader 4 ½ CY(min.)	_Various	Various	NA	1	Rental	\$ 85.00
40.	Wheel Loader 7 ½ CY (min.)	Various	Various	NA	NA	Rental	\$ 120.00
41.	Bulldozer - 15,000 lb. Operating wt (min.)	Various	Various	15k	1	Rental	\$ 60.00
42.	Bulldozer - 24,000 lb. Operating wt (min.)	Various__	Various	24k	1	Rental	\$ 80.00
43.	Bulldozer - 40,000 lb. Operating wt (min.)	Various	Various	40k	1	Rental	\$ 120.00
44.	Bulldozer - Low Ground Pressure 30,000 lb Operating wt (min.)	Various_	Various	30k	1	Rental	\$ 110.00
45.	Mini-Excavator - 7,000 lb. Operating wt (min.)	Kubota_	KX91	7k	1	Owned	\$ 45.00
46.	Mini-Excavator - 7,000 lb. Operating wt (min.) with attachments	_Kubota__	KX161	12k	1	Owned	\$ 55.00
47.	Excavator - 36,000 lb. Operating wt (min.)	_Various_	Various	36k	1	Rental	\$_75.00__

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
48.	Excavator - 50,000 lb. Operating wt (min.)	_Various_	Various	50k	1	Rental	\$ 95.00
49.	Excavator - 70,000 lb. Operating wt (min.)	Komatsu	PC308	70k	1	Owned	\$ 95.00
50.	Excavator - 90,000 lb. Operating wt (min.)	_Various	Various	90k	1	Rental	\$ 150.00
51.	Wheeled Excavator, with Wrist-o-Bucket - 40,000 lb. Operating wt (min.)	_Various_	Various	40k	1	Rental	\$_95.00
52.	Wheeled Excavator, with Wrist-o-Bucket - 90,000 lb. Operating wt (min.)	Various_	Various	90k	1	Rental	\$120.00_
53.	Geoprobe Drill Rig	Geoprobe	_6600_	NA	1	Owned	\$ 60.00
54.	Grapple Attachment for 70,000 - 90,000 lb. Excavator	_Komatsu	PC308	NA	1	Rental	\$__50.00__
55.	Hydraulic Shear Attachment for 70,000 - 90,000 lb. Excavator	_Various_	Various	NA	NA	Rental	\$ 225.00__
56.	Hydraulic Hammer Attachment for 70,000 - 90,000 lb. Excavator	_Komatsu_	NA	N/A	1	_Rental__	\$__90.00__
57.	Hydraulic Hammer Attachment for Backhoe	Various	NA	NA	1	Rental	\$ 50.00
58.	Crawler Mounted Asphalt Paver	Various__	NA	NA	NA	Rental	\$ 190.00
59.	Vibratory Roller (1-2 ton)	Various_	NA	NA	NA	Rental	\$ 50.00
60.	Vibratory Roller (10-20 ton)	Various_	NA	NA	NA	Rental	\$ 70.00
61.	Plate Compactor	Various_	NA	NA	2	Owned	\$ 25.00
62.	Impact Vibratory Tamper/Rammer (Jumping Jack)	Various__	NA	NA	2	Owned	\$ 25.00
63.	Read Screen All	Various_	NA	NA	1	Rental	\$ 100.00
64.	Steel Power Work Boat 16' min. (with motor)	Carolina_	20 HP	16'	2	Owned	\$ 30.00
65.	Steel Power Work Boat 20' min. (with motor)	Carolina__	20 HP	20'	1	Owned	\$ 30.00
66.	Temporary Oil/Water Separator (500 - 1,000 gal.)	Various__	Various	500g	2	Owned	\$ 40.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
67.	Office Trailer (28')	Various	Various	NA	Rental	Rental	\$ 10.00
68.	3" Trash Pump (with hoses)	_Various_	various_	3"	3	Owned	\$ 20.00
69.	6" Trash Pump (with hoses)	Various_	Various	6"	2	Owned	\$ 30.00
70.	2" Submersible Pump (with hoses)	_various	Various	100gpm	2	Owned	\$ 15.00
71.	3" Submersible Pump (with hoses)	Various	Various	150gpm	2	Owned	\$ 19.00
72.	Sump Pump (with hoses)	Various_	Various	50 gpm	4	Owned	\$ 10.00
73.	Scott Air Packs	_MSA_	Various	45 min	20	Owned	\$ 19.00
74.	Scott 3-Man Portable Air Station	_MSA__	3 man	3 man	1	Owned	\$ 60.00
75.	Ventilating Fans (explosion proof)	Various_	Various	Various	2	Owned	\$ 20.00
76.	185 CFM Air Compressor with Jackhammer and Hose	Various	Various	Various	1	Rental	\$ 40.00
77.	135 CFM Air Compressor	Various	Various	Various	1	_Rental	\$ 39.00
78.	500-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Various	Various	Various	1	Rental	\$ 60.00
79.	300-AMP (min.) Gasoline/Diesel-Driven Arc Welder	Various_	Various	Various	1	Rental	\$ 50.00
80.	Generator 5 kw	Various	Various	Various	3	Own	\$ 20.00
81.	Generator 50 kw	Various	Various	Various	1	Rental	\$ 55.00
82.	5,000 PSI High-Pressure Blast Cleaning	various__	Various	Various	1	Own	\$ 60.00
83.	1,500 PSI (min.) High Water Blasting	Various_	Various	Various	3	Own	\$ 25.00
84.	Light Tower (4 Lights, 4,000 Watt)	Various_	Various	Various	2	Own	\$ 25.00
85.	Power Auger (Snake) (Heavy-Duty)	Various	Various	Various	2	Own	\$ 30.00
86.	Steam Cleaner (1500 psi)	Various	Various	Various	3	Own	\$ 30.00
87.	Steam Cleaner (2500 psi)	Various	Various	Various	3	Own	\$ 30.00

EQUIPMENT

ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
88.	500-Gallon Recovery Tank	NA	NA	500 g	2	Owned	\$ 5.00
89.	Frac Tank (20,000 gal.)	Russ Reid	21k	_21k__	2	Owned	\$ 8.00
90.	Personal Protective Equipment Level C/person	Various	Various	NA	Various	Owned	\$ 20.00
91.	Personal Protective Equipment Level B/person	Various	Various	NA	Various	Owned	\$ 40.00__
92.	Drill Rig (Bucket Auger) for Large Diameter Recovery Well	Various	Various	NA	Various	Rental	\$ 325.00__
93.	Drill Rig (Auger) for Large Diameter Recovery Well	Various_	Various	NA	Various	Rental	\$ 300.00
94.	Drill Rig (Air Rotary) High Pressure	Various_	Various	NA	Various	Rental	\$ 360.00
95.	Drill Rig Porta Sampler	Various__	Various	NA	Various	Rental	\$_115.00_____
96.	Groundwater Flowmeter	Various_	Various	NA	Various	Rental	\$ 12.00
97.	Underground Metal Detector	Various_	Various	NA	1	Rental	\$ 25.00
98.	Surveyors Equipment (Transit, etc.)	Various	Various	NA	Various	Rental	\$ 35.00
99.	Trench Box (8' x 24')	Various	Various	Various	1	Rental	\$ 50.00
100.	Manhole Box (10' x 10')	Various__	Various	Various	Various	Rental	\$ 50.00
101.	Concrete Saw (walk-behind with min. 18" diamond blade)	Various	Various	NA	Various	Rental	\$ 60.00
102.	Hand-held Power Broom	Various	Various	NA	2	Owned	\$ 40.00
103.	Chain Saw (18" long min.)	_Various_	Various	NA	3	Owned	\$ 20.00
104.	Reciprocating Saw	_Various_	Various	NA	2	Owned	\$ 10.00
105.	Circular Saw	_Skill	Various	NA	1	Owned	\$_10.00
106.	Wood chipper (6" min.)	_Various_	Various	NA	1	Rental	\$_50.00
107.	Oxy/Acetylene Torch with tanks	Various	Various	NA	1	Owned	\$ 30.00
108.	Hammer Drill	Dewalt	DW515	NA	2	Owned	\$ 12.00
109.	Drum Vac	various__	Various	55 gal	1	Owned	\$ 25.00
110.	Photoionization Detector (PID)	MSA_	PID100	NA	1	Owned	\$ 20.00
111.	Flame Ionization Detector (FID)	various_	Various	Various	1	Rental	\$ 40.00

EQUIPMENT							
ITEM #	EQUIPMENT	MFG.	MODEL	CAPACITY	UNITS AVAILABLE	OWNED/RENTAL	HOURLY RATE
112.	4-gas Meter	_MSA	Various	4 gas	6	Owned	\$ 15.00
113.	175,000 BTU Propane Heater	_various_	various	Various	1	Rental	\$ 30.00

ITEM #	MATERIAL	UNIT OF MEASURE	PRICE
114.	Snow Fence 4' x 100' with poles	Each	\$____130.00____
115.	Snow Fence 4' x 50' with poles	Each	\$____75.00____
116.	Caution Tape 3" x 1000'	Each	\$____30.00____
117.	Hay Bales	Each	\$____10.00____
118.	17H DOT 55-Gallon Drum	Each	\$____40.00____
119.	17C DOT 55-Gallon Drum	Each	\$____40.00____
120.	17E DOT 55-Gallon Drum	Each	\$____40.00____
121.	SPC Sorbent Pads 18" x 18" x 3/8"	Per 100	\$____70.00____
122.	SPC Sorbent Boom 8" x 10'	Each	\$____70.00____
123.	30 Mil. Polyethylene Sheeting 1,000 sf	Per 1000 sf	\$____500.00____
124.	10 Mil. Plastic Sheeting 20' x 100'	Each	\$____95.00____
125.	Poly Tarps 20'x 30'	Each	\$____60.00____
126.	Poly Drum (55 gal.)	Each	\$____80.00____
127.	Drum Liner	Each	\$____5.00____
128.	Over-Pack Drum	Each	\$____175.00____
129.	Poly Bag	Each	\$____2.00____
130.	Roll-Off Liner	Each	\$____65.00____
131.	Silt Fence	Linear Foot	\$____2.00____
132.	Speedi-Dry	50-lb. Bag	\$____12.00____
133.	Orange Safety Fence 4'X50'	Each	\$____50.00____

EXHIBIT B, SP-16 PRICE SCHEDULE		Contractor: Moran Environmental Recovery	
19PSX0249			
		TERMS: Net 45	CASH DISCOUNT: % Days
Page 1 OF 7			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES LABOR	PREVAILING HOURLY RATE	
1.	Operations Supervisor	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _
2.	Foreman	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _
3.	Drillmaster	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _
4.	Equipment Operator	Hourly Rate	\$ _ 106.00 _
		Overtime Hourly Rate	\$ _ 137.00 _
		Premium Time Rate	\$ _ 180.00 _
5.	Driver	Hourly Rate	\$ _ 106.00 _
		Overtime Hourly Rate	\$ _ 137.00 _
		Premium Time Rate	\$ _ 180.00 _
6.	Experienced Tank Cleaner	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _
7.	Welder	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _
8.	Laborer	Hourly Rate	\$ _ 84.00 _
		Overtime Hourly Rate	\$ _ 109.00 _
		Premium Time Rate	\$ _ 142.00 _

ITEM #	LABOR	PREVAILING HOURLY RATE	
9.	Marine Operator	Hourly Rate	\$__106.00__
		Overtime Hourly Rate	\$__137.00__
		Premium Time Rate	\$__180.00__
10.	Surveyor/Instrument Operator	Hourly Rate	\$__84.00__
		Overtime Hourly Rate	\$__109.00__
		Premium Time Rate	\$__142.00__
11.	Surveyor/Rodman	Hourly Rate	\$__84.00__
		Overtime Hourly Rate	\$__109.00__
		Premium Time Rate	\$__142.00__