



MASTER CONTRACT

No. 09321

EMERGENCY RESPONSE TO HAZARDOUS MATERIALS

Category 2: Land Based Work

Category 3: Water Based Work

Category 5: Disposal, Incineration, or Recycling

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Dated May 26, 2022

MASTER CONTRACT

No. 09321

EMERGENCY RESPONSE TO HAZARDOUS MATERIALS

CATEGORY: 2 - LAND BASED WORK

3 - WATER BASED WORK

5 - DISPOSAL, INCINERATION, OR RECYCLING

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Clean Harbors Environmental Services, Inc. (“Contractor”) and is dated and effective as of May 27, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers periodically need to purchase emergency response services from qualified, professional emergency response firms, to respond, on an emergency basis, to a hazardous materials release (e.g., oil and other pollutants) or threatened release pertaining to derelict or abandoned vessels/materials, including containment and cleanup of such release or threatened release consistent with applicable law (“Emergency Response Services”). Such Emergency Response Services fall into six (6) different categories in which the awarded Contractor provides the necessary personnel, equipment, materials, and supplies to perform the Emergency Response Services for such category. Accordingly, pursuant to its statutory authority, Enterprise Services is establishing a Master Contract, by category, that is designed to enable eligible purchasers to procure Emergency Response Services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Master Contract. The Master Contract is limited to emergency situations/response needed to immediately respond to a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property in Washington State.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 09321 dated March 24, 2022 for Emergency Response Services.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

- E. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Master Contract is to enable eligible purchasers to purchase Emergency Response Services for the above-referenced categories as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Contract is twenty-four (24) months, commencing May 27, 2022 and ending May 27, 2024; *Provided*, however, that if Contractor is not in default and if, by February 1, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Master Contract, by written amendment, for up to forty-eight (48) additional months, upon mutual agreement between both parties. Such extension amendment shall be on the same terms and conditions as set forth in this Master Contract. To earn the performance-based Master Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Customer Satisfaction:	Agency customer review of each Contractor with DES representative to determine the Contractor’s performance is satisfactory over the initial two (2) year contract term.
Response Time:	Contractor response times to job site meet or are quicker than the times listed in Exhibit A – Included Goods and Service-Response times.
Satisfactory/Unsatisfactory:	Contractor shall not have more than three unsatisfactory reviews, disputed invoices, and/or unresolved actions for the duration of the Contract.
License:	Contractor shall be certified by the Washington State Department of Ecology as a Primary Response Contractor in good standing during the duration of the Master Contract.
Insurance Requirements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Master Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Master Contract Sales Reports:	<p>Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Master Contract quarterly sales reports.</p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Master Contract term, Contractor will not be eligible for a performance-based extension.</p>

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
 - (a) Goods. For purposes of this Master Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components

and other items purchased by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.

(b) Services. For purposes of this Master Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Master Contract and as identified in the Purchase Order.

(c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Master Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Master Contract.

3.3. PRICES. All pricings shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Master Contract and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Master Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Master Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Master Contract. This includes but is not limited to Washington State Department of Ecology primary response contractor certification.

- 4.4. SPILL MANAGEMENT TEAM (SMT) DESIGNATION (FOR CATEGORY 1). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is registered with the Washington State Department of Ecology as an approved Spill Management Team (SMT) contractor and shall maintain such qualification for the term of the Master Contract.
- 4.5. PRIMARY RESPONSE CONTRACTOR DESIGNATION (FOR CATEGORIES 2, 3, & 4). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is a Primary Response Contractor (PRC) with the Department of Ecology [WAC 173-182-800](#) and shall maintain such qualification for the term of the Master Contract.
- 4.6. WILDLIFE RESPONSE SERVICE PROVIDER DESIGNATION (FOR CATEGORY 6). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is registered with the Washington State Department of Ecology as an approved Wildlife Response Service Provider (WRSP) contractor and shall maintain such qualification for the term of the Master Contract.
- 4.7. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.8. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.9. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.10. OSHA AND WISHA REQUIREMENTS. Contractor shall comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the Washington Industrial Safety and Health Act of 1973 (WISHA).
- 4.11. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Master Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in 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; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.13. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.14. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Master Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.18. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Master Contract.
- 4.19. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to timely perform the Master Contract.
- 4.20. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to

assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Master Contract for the sixty (60) day period immediately before such transition.

- 4.21. COVID-19 VACCINATION VERIFICATION. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). Contractor further represents and warrants that Contractor:

- (a) Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
- (b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- (c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- (e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- (f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

- (g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.3. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace, Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

6. SAFETY; SECURITY; AND OPERATIONS. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.

- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. RESPONSE TIME (STANDARD). Contractor shall be required to verbally communicate with the Customer's designated representative within twenty-four (24) hours of any request.
- 6.7. EMERGENCY RESPONSE TIME. Contractor shall be required to verbally communicate with the Customer's designated representative within fifteen (15) minutes of notification of an incident. Response shall be required twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be required to arrive at a site within the response times committed in exhibit A - included Goods/Services.
- 6.8. DOCUMENTATION, REPORTS, AND RECEIPTS. Contractor shall provide purchaser with a written report detailing the work that was completed and including copies of sampling forms, laboratory reports, manifests, receipts, and any other pertinent materials, if requested by the Purchaser's designated representative, within ten (10) business days following completion of the pick-up, transport, and disposal of any collected materials.
- 6.9. MATERIAL IDENTIFICATION. Contractor shall be responsible for identifying hazardous and non-hazardous materials including sampling and analysis by a laboratory licensed and certified by the Washington Department of Ecology. Procedures for identifying these materials must be documented and defensible with local, State, and Federal regulations (e.g., HAZCAT or Laboratory Analytical Test Results). Identification documentation shall be submitted to the Purchaser for each project.
- 6.10. MATERIAL ANALYSIS. Upon completion of laboratory analysis (if required), Contractor shall provide a method of approach to include the recommended transportation and disposal method. A firm price for transport and disposal shall be included in the method of approach.
- 6.11. AUTHORIZED SIGNATORIES. Contractor shall prepare and sign any required biohazardous disposal manifests and/or shipping papers. Disposal of all material shall be consistent with all applicable Federal, State, and local laws and regulations. The disposal manifests and/or shipping papers shall also be signed by an authorized Purchaser representative, and the Purchaser shall provide Contractor with a list of authorized signatories.
- 6.12. TRANSPORTATION AND DISPOSAL. Once Contractor has taken control of all materials and containers, Contractor shall be responsible for the transport, temporary storage, and disposal of the material in full compliance with all applicable regulations. Contractor shall also replace any filled containers with empty ones, where requested by Purchaser.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Master Contract, Contractor shall:
 - (a) incorporate Contractor's responsibilities under this Master Contract into its subcontracts;
 - (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Master Contract;
 - (c) be the sole point of contact for Enterprise Services and any

Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Master Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Master Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE MASTER CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Master Contract.
- 8.2. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Master Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.
- 8.3. COMPLETION OF SERVICES. Failure to complete Services by the date(s) stated in the Purchase Order is a breach of this Master Contract. Contractor shall complete the Services on or before the date(s) set out in the Purchase Order. Contractor promptly shall notify Purchaser in writing of any anticipated or actual delay in delivery of Goods or completion of Services, the reasons for the delay, and the actions being taken by Contractor to overcome or minimize the delay. Purchaser shall respond to Contractor writing within forty-eight (48) hours whether or

not the delay is acceptable. If no written response from Purchaser is received after within forty-eight (48) hours of Contractor notification, Contractor can assume delay is acceptable to Purchaser.

- 8.4. **CHANGES.** Consistent with this Master Contract, Purchaser may request changes in specifications, requirements, or the scope of Services. If any requested changes require changes to project completion schedule, then Contractor will provide Purchaser with a written proposal within five (5) business days of Purchaser's request that includes any changes in costs, dates, or other terms. If accepted by Purchaser, the proposal, together with any changes in terms will be memorialized in an amendment to the Purchase Order, signed by both parties. Purchaser shall endeavor to provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or scope of Services in Purchaser's possession which may reasonably be provided to Contractor. Purchaser represents and warrants to Contractor that Purchaser has the requisite legal right, title, and interest necessary to provide access to the job site. Contractor shall not be liable for: (i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Contractor in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the scope of Services or information furnished to or obtained by Contractor; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should Contractor encounter such conditions, the parties shall agree on a revised scope of Services providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.

9. INVOICING & PAYMENT.

- 9.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Master Contract. Such invoices shall itemize the following:
- (a) Master Contract No. 09321
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor's Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Master Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Contractor

Attn: Marcus Bach
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407- 9420
Email: descontractsteamapple@des.wa.gov

Attn: Paul Van Der Bosch
VP District, Pacific Northwest
10595 SW Manhasset Drive
Tualatin, OR 97062
Tel: (503) 477-2614
Email: vanderbosch.paul@cleanharbors.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Paul Van Der Bosch
Clean Harbors Environmental Sciences
10595 SW Manhasset Drive
Tualatin, OR 97062
Email: vanderbosch.paul@cleanharbors.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
 - (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all Master Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Master Contract sales invoiced (not including sales tax)} \times .015.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Master Contract sales, to submit a timely Master Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Master Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master

Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Master Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or Purchase Orders placed by a Purchaser under this Master Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser’s behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Master Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor’s indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any Purchaser’s property resulting directly or indirectly from Contractor’s acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “Claims”) arising out of Contractor’s or its successors’, agents’, or subcontractors’ negligence, other tortious fault, or intentional misconduct under this Master Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser’s property free of liens arising from Contractor’s activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of

any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Master Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. **TERMINATION.** This Master Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Master Contract; and (c) as otherwise expressly provided for in this Master Contract. This Master Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Master Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Master Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Master Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public

convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Master Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Master Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Master Contract that is executed prior to expiration of this Master Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Master Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Master Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Master Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Master Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Master Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Master Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 16.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the

Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- 16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Master Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Master Contract. Any limitation of either party's obligations under this Master Contract, by delivery slips or other documentation is void.
- 16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 16.11. **PURCHASER PURCHASE ORDERS.** Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Master Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Master Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 18.2. ENTIRE AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.3. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.4. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.5. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Master Contract.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Master Contract. Contractor and its employees or agents performing under this Master Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability,

or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

- 18.8. **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 18.9. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Master Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 18.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 18.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Master Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 18.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
David Mgebroff
Its: Procurement Manager

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Paul Van Der Bosch
By: _____
Type Name Paul Van Der Bosch
Its: Title Vice President

INCLUDED GOODS/SERVICES

Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor can commit to respond to each indicated location or county/counties with personnel and equipment, ready to start work immediately on the project with the following maximum response times.

Location	Response Time (in minutes)
Adams County	60
Asotin County	95
Benton County	40
Chelan County	115
Clallam County	235
Clark County	75
Columbia County	95
Cowlitz County	75
Douglas County	120
Ferry County	115
Franklin County	40
Garfield County	95
Grant County	120
Grays Harbor County	155
Island County	60
Jefferson County	195
King County	30
Kitsap County	95
Kittitas County	120
Klickitat County	75
Lewis County	75
Lincoln County	60
Mason County	95
Okanogan County	115
Pacific County	155
Pend Oreille County	90
Pierce County	60
San Juan County	120
Skagit County	40
Skamania County	75
Snohomish County	40
Spokane County	60

Stevens County	90
Thurston County	84
Wahkiakum County	155
Walla Walla County	40
Whatcom County	94
Whitman County	95
Yakima County	100

PRICES FOR GOODS/SERVICES

All pricings shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Master Contract and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs.

Category 2 - Land based work

Position No.	Position Description	Standard rate	Overtime rate
1	Project leader	\$144.00	\$144.00
2	Supervisor/Foreman	\$98.00	\$98.00
3	Technician	\$77.00	\$77.00
4	Excavator Operator	\$98.00	\$98.00
5	Dump Truck Operator	\$98.00	\$98.00
6	Vac Truck Operator	\$98.00	\$98.00
7	Administrative Support	\$77.00	\$77.00
8	Site Safety Officer	\$184.00	\$184.00
Other Items			
Item No.	Good/Service	Price	Unit
1	Emergency Response Truck	\$90.00	Hour
2	Pick-up Truck	\$30.00	Hour
3	Vac Truck	\$108.00	Hour
4	Pneumatic Drill	\$104.00	Hour
5	Excavator	\$114.00	Hour
6	Dump Truck	\$113.00	Hour
7	Flatbed Truck	\$42.00	Hour
8	1-Ton Truck	\$34.00	Hour
9	5-Ton Truck	\$99.00	Hour
10	Trailer	\$326.00	Day
11	Van	\$30.00	Hour
12	Street Sweeper	\$210.00	Hour
13	Power Wash Truck/Trailer	\$427.00	Day
14	Forklift	\$476.00	Day
15	Sampling equipment (kit)	\$158.00	Each
16	Road sign equipment	\$1.71	Day
17	Plastic Liner (Visqueen)	\$206.00	Roll
18	Absorbent materials	\$155.00	Bale
19	Hand tools	\$59.00	Day
20	3x85 Gallon Overpack	\$500.00	Each
21	4-Gas Monitor	\$203.00	Day
22	Portable Light Stand	\$120.00	Day
23	Generator	\$159.00	Day
24	Basic level PPE (level D)	\$35.00	Each
25	Roll off Container	\$31.00	Day
26	Rolloff Straightjob	\$108.00	Hour
27	Lab cost for Samples	\$300.00	Dependent on sample
28	Disposal of Liquid Diesel	\$0.50	Gallon
29	Disposal of Contaminated soil	\$165.00	Ton
Additional items			
Position No.	Position Description	Standard rate	Overtime rate
1	Chemist	\$112.00	\$112.00
2	Lead Chemist	\$130.00	\$130.00
3	Field Inspector	\$96.00	\$96.00
4	Mechanic	\$112.00	\$112.00
5	Welder	\$112.00	\$112.00
6	Field Engineer/Scientist/Geologist	\$125.00	\$125.00
7	Senior Engineer/Scientist/Geologist	\$141.00	\$141.00
8	Professional Engineer/LSP	\$177.00	\$177.00
9	Emergency Response Coordinator	\$148.00	\$148.00

10	General Manager	\$189.00	\$189.00
Item No.	Good/Service	Price	Unit
1	Antiviral Disinfectant Fogger	\$198.00	Day
2	Antiviral Electrostatic Sprayer	\$276.00	Day
3	Antiviral Backpack Sprayer	\$276.00	Day
4	Wheeled Antiviral Sprayer	\$551.00	Day
5	High Power Antiviral Fogger	\$717.00	Day
6	Antiviral Disinfectant Solution	\$55.00	Gallon
7	N95 Mask	\$8.85	Each
8	Pickup with Dump Body	\$34.00	Hour
9	Small Box Truck/ Cube Van	\$42.00	Hour
10	Utility/ Support Trailer	\$223.00	Day
11	High Powered Vacuum Truck/Cusco	\$159.00	Hour
12	Rolloff Two Can Trailer	\$119.00	Hour
13	Skid Mounted Vacuum System	\$72.00	Hour
14	Tractor Only, No Trailer	\$85.00	Hour
15	Tractor w/Boc Van	\$112.00	Hour
16	Tractor w/ Dump Trailer	\$112.00	Hour
17	Tractor w/Flatbed/Lowbed Trailer	\$121.00	Hour
18	Tractor w/Liquid Transporter	\$135.00	Hour
19	Tractor w/ Rolloff Trailer	\$119.00	Hour
20	Tractor w Vacuum Trailer	\$140.00	Hour
21	Vacuum with Jet Rodder	\$159.00	Hour
22	Wet/Dry High Powered Vacuum Truck/Guzzler	\$159.00	Hour
23	Hydrovac- Single Drive with Operator and Helper	\$229.00	Hour
24	Hydrovac- Tandem with Operator and Helper	\$331.00	Hour
25	Tri-Drive with Operator and Helper	\$331.00	Hour
26	Working Boiler/ Heat Charge	\$72.00	Hour
27	Backhoe Loader, 1 Yard Bucket	\$90.00	Hour
28	Bobcat Loader/Mini Excavator	\$84.00	Hour
29	Fork Attachment for Bobcat Loader	\$66.00	Day
30	Loader, 2-3 Yard Bucket	\$87.00	Hour
31	Mini Excavator	\$84.00	Hour
32	Sweeper Attachment for Bobcat Loader	\$162.00	Day
33	1/2in Drill, Electric	\$49.00	Day
34	Circular Saw, Electric	\$69.00	Day
35	Mercury Vacuum	\$234.00	Day
36	Reciprocating Saw (Sawzall), Electric	\$90.00	Day
37	Wet Vacuum (Shop Vac)	\$49.00	Day
38	Bailer & Sampling Equipment	\$69.00	Day
39	Draeger Air Monitoring Pump	\$90.00	Day
40	Explosion/Oxygen Meter	\$114.00	Day
41	Geiger Counter Meter	\$180.00	Day
42	Hydrogen Cyanide Meter	\$148.00	Day
43	Interface Probe	\$144.00	Day
44	Lumex RA915+ Mercury Vapor Analyzer	\$583.00	Day
45	Mercury Vapor Analyzer	\$298.00	Day
46	Particulate Meter, Mini Ram or equivalent	\$144.00	Day
47	Personal Air Pump Meter	\$69.00	Day
48	pH Meter	\$69.00	Day
49	PID Meter	\$144.00	Day
50	Well Purging/Sampling Pump	\$69.00	Day
51	Brush Cutter/Power Broom	\$140.00	Day
52	Chain Saw	\$140.00	Day
53	Cutoff Saw (Demo)	\$149.00	Day
54	Hose - Chemical, 2 in X 20 ft	\$42.00	Day
55	Hose - Chemical, 3 in X 20 ft	\$59.00	Day
56	Hose - Chemical, 4 in X 20 ft	\$77.00	Day
57	Hose - Flex, 4 in, per ft	\$4.70	Foot
58	Hose - Flex ADS, 6 in, per ft	\$6.80	Foot
59	Hose - Lay Flat, 2 in X 25ft	\$32.00	Day
60	Hose - Lay Flat, 4 in X 25 ft	\$69.00	Day
61	Hose - Lay Flat, 6 in X 25 ft	\$90.00	Day
62	Hose - Suction, 2 in X 25 ft	\$36.00	Day
63	Hose - Suction, 3 in X 25 ft	\$48.00	Day
64	Hose - Suction, 4 in X 25 ft	\$69.00	Day

65	Hose - Suction, 6 in X 25 ft	\$100.00	Day
66	Wash Hose, 1/2in x 50ft	\$20.00	Day
67	3/4in Drill, Rotary Hammer	\$104.00	Day
68	Airspade Pneumatic Shovel	\$76.00	Day
69	Jackhammer, 40Lb	\$75.00	Day
70	Jackhammer, 60Lb	\$93.00	Day
71	Jackhammer, 90Lb	\$112.00	Day
72	Pneumatic Chipping Gun	\$120.00	Day
73	Steel Nibbler, Pneumatic	\$149.00	Day
74	1000psi Pressure Washer	\$114.00	Day
75	2000psi Pressure Washer	\$124.00	Day
76	2500psi Hot Water Pressure Washer	\$387.00	Day
77	2500psi Pressure Washer	\$135.00	Day
78	10,000 PSI - 60 GPM - HP Pump (350, 405)	\$81.00	Hour
79	20,000 PSI - 23 GPM - HP Pump (305)	\$160.00	Hour
80	40,000 PSI - 6 GPM - UHP Pump (200 HP)	\$188.00	Hour
81	40,000 PSI - 12 GPM - UHP Pump (305)	\$188.00	Hour
82	2-D Rotating Nozzle	\$75.00	Hour
83	3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	\$98.00	Hour
84	Capsur	\$206.00	Gallon
85	Cirtic Acid Solution, 15%	\$8.51	Gallon
86	Citrus Cleaner Degreaser	\$75.00	Gallon
87	Hydrated Lime, 50 lb / 23 kg	\$9.74	Bag
88	Penetone Degreaser	\$40.00	Gallon
89	Pink Stuff Degreaser	\$44.00	Gallon
90	Simple Green Degreaser	\$41.00	Gallon
91	Soda Ash, 100 lb / 45 kg	\$64.00	Bag
92	Sodium bisulfate 50 lb / 23 kg	\$148.00	Bag
93	Sodium Hypochlorite, 15% (Bleach)	\$22.00	Gallon
94	Level A w/ResponderPlus Suit/Changeout	\$1,079.00	Each
95	Level B w/CPF2 or Polytyvec/Changeout	\$228.00	Each
96	Level B w/CPF3 or Saranex Suit/Changeout	\$285.00	Each
97	Level B w/CPF4 or Barricade Suit/Changeout	\$341.00	Each
98	Level C w/CPF1,2 or Polytyvec/Changeout	\$69.00	Each
99	Level C w/CPF4 or Barricade Suit/Changeout	\$138.00	Each
100	Level C w/CPF3 or Saranex Suit/Changeout	\$85.00	Each
101	Drum Head Vacuum System, Electric	\$61.00	Day
102	Drum Loader	\$195.00	Day
103	Pump - Centrifugal, 2 in	\$125.00	Day
104	Pump - Diesel Lister, 3 in	\$175.00	Day
105	Pump - Double Diaphragm, 1 in	\$110.00	Day
106	Pump - Double Diaphragm, 2 in	\$156.00	Day
107	Pump - Double Diaphragm, 2 in, Chemical	\$207.00	Day
108	Pump - Double Diaphragm, 3 in	\$175.00	Day
109	Pump - Double Diaphragm, 3 in, Chemical	\$229.00	Day
110	Pump - Double Diaphragm, 4 in	\$240.00	Day
111	Pump - Electric Drum	\$124.00	Day
112	Pump - Electric Submersible, 2 in	\$99.00	Day
113	Pump - Electric Submersible, 3 in	\$124.00	Day
114	Pump - Electric Submersible, 4 in	\$182.00	Day
115	Pump - Hand	\$40.00	Day
116	Pump - Hydraulic Transfer, 4 in	\$40.00	Hour
117	Pump - Hydraulic Transfer, 6 in	\$298.00	Hour
118	Pump - Trash, 2 in	\$124.00	Day
119	Pump - Trash, 3 in	\$143.00	Day
120	Pump - Trash, 4 in	\$324.00	Day
121	Drum Vacuum, Pneumatic	\$208.00	Day
122	100 HP Boiler Unit	\$114.00	Hour
123	15 Gal HEPA Vacuum	\$195.00	Day
124	150,000 BTU Portable Heater	\$309.00	Day
125	2 CU YD self dumping hopper	\$4.43	Day
126	2,000 - 2,900 Gal Poly Storage Tank	\$81.00	Day
127	Frac Tank 20,000 Gal	\$167.00	Day
128	3,000 - 3,900 Gal Steel Storage Tank	\$28.00	Day
129	300 - 500 Gal Poly Storage Tank	\$48.00	Day
130	4,000 - 6,000 Gal Poly Storage Tank	\$99.00	Day

131	Air Compressor 175-185 CFM	\$298.00	Day
132	Air Compressor 8-10 CFM	\$139.00	Day
133	ATV, 4X4 or 4X6	\$416.00	Day
134	Carbon Filter System	\$282.00	Day
135	Decon Pool, 10ft x 10ft	\$171.00	Day
136	Decon Pool, 20ft x 100ft	\$512.00	Day
137	Decon Pool, 25ft x 50ft	\$341.00	Day
138	Decontamination Trailer	\$188.00	Day
139	Dewatering Box	\$177.00	Day
140	Dump Trailer (Trailer Only, Staged on Site)	\$84.00	Day
141	Eyewash Station	\$61.00	Day
142	Frac Tank, Double Walled	\$200.00	Day
143	Generator - 12K Watt	\$285.00	Day
144	Generator - 5,000 Watt	\$180.00	Day
145	Generator - 8,000 Watt	\$208.00	Day
146	Halogen Spotlight	\$120.00	Day
147	Incident Command Unit	\$1,781.00	Day
148	Intermodal Container	\$33.00	Day
149	Intrinsically Safe Drop Light	\$120.00	Day
150	Light Tower w/Generator	\$594.00	Day
151	Office Trailer	\$130.00	Day
152	On-site Van Trailer (Tractor not included)	\$229.00	Day
153	Personnel Staging Tent, 10x10 ft, Purchased	\$198.00	Each
154	Personnel Staging Tent, 20' x 30'	\$155.00	Day
155	Rolloff Container with Metal lid	\$24.00	Day
156	Rolloff Container with Tarp & Bows	\$21.00	Day
157	Sea Container / Conex / Tool Crib, 20 ft.	\$31.00	Day
158	Secondary Containment Unit	\$42.00	Day
159	Skid Mounted Liquid Phase Carbon System (10GPM)	\$78.00	Day
160	Tank Trailer/Transporter, No Tractor (For Storage Only)	\$518.00	Day
161	Traffic Cone/Barricade Unit	\$1.71	Day
162	Utility/Cross Terrain Vehicle (Mule/Gator)	\$416.00	Day
163	Vacuum Box, Watertight	\$112.00	Day
164	Decon Station	\$220.00	Day
165	Cutting Torch/Acetylene Torch	\$138.00	Day
166	Electric Auger	\$84.00	Day
167	Auger, Manual	\$75.00	Day
168	Compactor	\$75.00	Day
169	Walk Behind Concrete Saw	\$259.00	Day
170	Confined Space Entry Gear (Retrieval & Rescue Equip)	\$414.00	Day
171	DBI/Roggliss Tripod	\$75.00	Day
172	Drum Crusher, Portable	\$518.00	Day
173	Drum Tilter, Mechanical	\$195.00	Day
174	Electric Blower	\$100.00	Day
175	Fiber Optic Camera	\$66.00	Hour
176	Fiber Optic Camera Truck	\$169.00	Hour
177	Manlift	\$285.00	Day
178	Forklift, 6,000Lb Capacity (High Reach / Lull)	\$512.00	Day
179	Plasma Cutting Torch	\$270.00	Day
180	Explosion Proof Pneumatic Fan Blower	\$100.00	Day
181	Remote Drum Opener, Pnuematic	\$1,354.00	Day
182	Sand Blaster and Hose	\$34.00	Hour
183	Transit Set	\$143.00	Day
184	Kappler CPF1 Suit (Blue)	\$41.00	Each
185	Kappler CPF2 Suit (Grey)	\$68.00	Each
186	Kappler CPF2 Suit w/Strapped Seams (Grey)	\$114.00	Each
187	Kappler CPF3 Suit w/Hood & Boots (Tan)	\$155.00	Each
188	Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	\$195.00	Each
189	Kappler CPF4 Suit w/Hood & Boots (Green)	\$160.00	Each
190	Chemrel Suit, Level C	\$102.00	Each
191	Nomex Suit and Hood	\$221.00	Each
192	Polycoated Rain Gear, 22mil	\$38.00	Each
193	Tyvec, Polycoat HD/BT	\$27.00	Each
194	Tyvec, Saranex	\$69.00	Each
195	Tyvec, White	\$27.00	Each
196	Gloves - 12 in PVC	\$14.11	Pair

197	14in Neoprene Gloves	\$15.79	Pair
198	14in Nitrile Gloves	\$15.79	Pair
199	Gloves - 18 in PVC	\$14.67	Pair
200	Cotton Winter Glove Liners	\$7.28	Pair
201	Cut Resistant Gloves	\$38.00	Pair
202	Glove, Nitrile, Inner Liner	\$4.12	Pair
203	Latex Gloves	\$16.46	Box
204	Gloves - Leather	\$9.74	Pair
205	Puncture Resistant Gloves	\$41.00	Pair
206	Silver Shield Gloves	\$41.00	Pair
207	Disposable Boot Covers (Chicken Boots)	\$15.23	Pair
208	2 Man Breathing System	\$328.00	Day
209	4 Man Breathing System	\$416.00	Day
210	Acid Cartridges	\$36.00	Pair
211	Asbestos Cartridges	\$37.00	Pair
212	Breathing Air Hose, 100ft	\$120.00	Day
213	Chlorine Cartridges	\$39.00	Pair
214	Mercury Cartridges	\$66.00	Pair
215	MSA Chemical Cartridge	\$40.00	Each
216	Negative Air Machine (Blower w/ HEPA filter)	\$298.00	Day
217	Organic Vapor Cartridges (No Dust)	\$46.00	Pair
218	Organic Vapor/Dust Combination Cartridges	\$63.00	Pair
219	Respirator, Full Face	\$42.00	Day
220	Self Contained Breathing Apparatus (SCBA)	\$298.00	Day
221	1 Cubic Yard Supersac 13H2/Y/06	\$115.00	Each
222	10 Gal / 40 Litre Fiber Drum	\$49.00	Each
223	110 Gal Steel Drum, Reconditioned 1A2/Y400S	\$631.00	Each
224	16 Gal / 70 L Closed Poly Drum	\$94.00	Each
225	16 Gal / 70 L Open Poly Drum 1H2/Y56/S	\$96.00	Each
226	16 Gal Fiber Drum	\$41.00	Each
227	18x18x24in Nonhazardous Pathological Waste Box	\$12.21	Each
228	20 Gal / 80 Litre Fiber Drum	\$41.00	Each
229	20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	\$122.00	Each
230	275G / 1100 L Poly TOTE, DOT Rated	\$621.00	Each
231	275G / 1100 L Recondition Poly TOTE, DOT Rated	\$364.00	Each
232	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	\$122.00	Each
233	30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	\$145.00	Each
234	30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	\$109.00	Each
235	30 Gal / 120 Litre Fiber Drum 1G/X56/S	\$63.00	Each
236	30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	\$159.00	Each
237	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	\$194.00	Each
238	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	\$167.00	Each
239	4ft Fluorescent Tube Box 4G/Y275	\$31.00	Each
240	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	\$36.00	Each
241	5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	\$41.00	Each
242	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	\$31.00	Each
243	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	\$66.00	Each
244	5.5 Gal / 20 L Steel Drum 1A2/Y23/S	\$30.00	Each
245	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	\$93.00	Each
246	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	\$118.00	Each
247	55 Gal / 205 L Stainless Steel Drum, Reconditioned	\$306.00	Each
248	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	\$140.00	Each
249	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	\$120.00	Each
250	55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	\$157.00	Each
251	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	\$74.00	Each
8.5	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	\$112.00	Each
253	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	\$153.00	Each
254	55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	\$206.00	Each
255	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	\$500.00	Each
256	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	\$448.00	Each
257	85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	\$233.00	Each
258	8ft Fluorescent Tube Box 4G/Y275	\$50.00	Each
259	95 Gal Poly Drum 1H2/Y318/S (Overpack)	\$494.00	Each
260	95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	\$325.00	Each
261	Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	\$86.00	Each

4	Frac tank (Baker tank)	\$167.00	Day
5	Vac Truck	\$108.00	Hour
6	Skiff/workboat	\$1,512.00	Day
7	Pick-up Truck	\$30.00	Hour
8	1-Ton Truck	\$34.00	Hour
9	Port Disc Skimmer	\$1,028.00	Day
10	Absorbent Sweep (bales)	\$194.00	Bale
11	Absorbent Boom (bales)	\$299.00	Bale
12	Absorbent Pads (bales)	\$155.00	Bale
13	FRV 1 (25-30 ft.)	\$1,257.00	Day
14	FRV 2 (25-30 ft.)	\$1,257.00	Day
15	4,000 ft. General Purpose Boom	\$3.24	Foot
16	Pump	\$182.00	Day
17	1,000 ft. Hose	\$4.70	Foot
18	Portable Generator (5kW)	\$180.00	Day
19	2000 ft. River Boom	\$2.51	Foot
20	Portable Skimmer	\$450.00	Day
21	500-Gallon Storage	\$48.00	Day
22	Pressure Portable Pump	\$324.00	Day
23	600' Hose	\$4.70	Foot
24	Basic level PPE (level D)	\$35.00	Each

Additional items

Position No.	Position Description	Standard rate	Overtime rate
1	Chemist	\$112.00	\$112.00
2	Lead Chemist	\$130.00	\$130.00
3	Field Inspector	\$96.00	\$96.00
4	Mechanic	\$112.00	\$112.00
5	Welder	\$112.00	\$112.00
6	Field Engineer/Scientist/Geologist	\$125.00	\$125.00
7	Senior Engineer/Scientist/Geologist	\$141.00	\$141.00
8	Professional Engineer/LSP	\$177.00	\$177.00
9	Emergency Response Coordinator	\$148.00	\$148.00
10	General Manager	\$189.00	\$189.00

Item No.	Good/Service	Price	Unit
1	Antiviral Disinfectant Fogger	\$198.00	Day
2	Antiviral Electrostatic Sprayer	\$276.00	Day
3	Antiviral Backpack Sprayer	\$276.00	Day
4	Wheeled Antiviral Sprayer	\$551.00	Day
5	High Power Antiviral Fogger	\$717.00	Day
6	Antiviral Disinfectant Solution	\$55.00	Gallon
7	N95 Mask	\$8.85	Each
8	Pickup with Dump Body	\$34.00	Hour
9	Small Box Truck/ Cube Van	\$42.00	Hour
10	Utility/ Support Trailer	\$223.00	Day
11	High Powered Vacuum Truck/Cusco	\$159.00	Hour
12	Rolloff Two Can Trailer	\$119.00	Hour
13	Skid Mounted Vaccum System	\$72.00	Hour
14	Tractor Only, No Trailer	\$85.00	Hour
15	Tractor w/Boc Van	\$112.00	Hour
16	Tractor w/ Dump Trailer	\$112.00	Hour
17	Tractor w/Flatbed/Lowbed Trailer	\$121.00	Hour
18	Tractor w/Liquid Transporter	\$135.00	Hour
19	Tractor w/ Rolloff Trailer	\$119.00	Hour
20	Tractor w Vacuum Trailer	\$140.00	Hour
21	Vacuum with Jet Rodder	\$159.00	Hour
22	Wet/Dry High Powered Vaccum Truck/Guzzler	\$159.00	Hour
23	Hydrovac- Single Drive with Operator and Helper	\$229.00	Hour
24	Hydrovac- Tandem with Operator and Helper	\$331.00	Hour
25	Tri-Drive with Operator and Helper	\$331.00	Hour
26	Working Boiler/ Heat Charge	\$72.00	Hour
27	Backhoe Loader, 1 Yard Bucket	\$90.00	Hour
28	Bobcat Loader/Mini Excavator	\$84.00	Hour
29	Fork Attachment for Bobcat Loader	\$66.00	Day
30	Loader, 2-3 Yard Bucket	\$87.00	Hour
31	Mini Excavator	\$84.00	Hour

32	Sweeper Attachment for Bobcat Loader	\$162.00	Day
33	1/2in Drill, Electric	\$49.00	Day
34	Circular Saw, Electric	\$69.00	Day
35	Mercury Vacuum	\$234.00	Day
36	Reciprocating Saw (Sawzall), Electric	\$90.00	Day
37	Wet Vacuum (Shop Vac)	\$49.00	Day
38	Bailer & Sampling Equipment	\$69.00	Day
39	Draeger Air Monitoring Pump	\$90.00	Day
40	Explosion/Oxygen Meter	\$114.00	Day
41	Geiger Counter Meter	\$180.00	Day
42	Hydrogen Cyanide Meter	\$148.00	Day
43	Interface Probe	\$144.00	Day
44	Lumex RA915+ Mercury Vapor Analyzer	\$583.00	Day
45	Mercury Vapor Analyzer	\$298.00	Day
46	Particulate Meter, Mini Ram or equivalent	\$144.00	Day
47	Personal Air Pump Meter	\$69.00	Day
48	pH Meter	\$69.00	Day
49	PID Meter	\$144.00	Day
50	Well Purging/Sampling Pump	\$69.00	Day
51	Brush Cutter/Power Broom	\$140.00	Day
52	Chain Saw	\$140.00	Day
53	Cutoff Saw (Demo)	\$149.00	Day
54	Hose - Chemical, 2 in X 20 ft	\$42.00	Day
55	Hose - Chemical, 3 in X 20 ft	\$59.00	Day
56	Hose - Chemical, 4 in X 20 ft	\$77.00	Day
57	Hose - Flex, 4 in, per ft	\$4.70	Foot
58	Hose - Flex ADS, 6 in, per ft	\$6.80	Foot
59	Hose - Lay Flat, 2 in X 25ft	\$32.00	Day
60	Hose - Lay Flat, 4 in X 25 ft	\$69.00	Day
61	Hose - Lay Flat, 6 in X 25 ft	\$90.00	Day
62	Hose - Suction, 2 in X 25 ft	\$36.00	Day
63	Hose - Suction, 3 in X 25 ft	\$48.00	Day
64	Hose - Suction, 4 in X 25 ft	\$69.00	Day
65	Hose - Suction, 6 in X 25 ft	\$100.00	Day
66	Wash Hose, 1/2in x 50ft	\$20.00	Day
67	3/4in Drill, Rotary Hammer	\$104.00	Day
68	Airspade Pneumatic Shovel	\$76.00	Day
69	Jackhammer, 40Lb	\$75.00	Day
70	Jackhammer, 60Lb	\$93.00	Day
71	Jackhammer, 90Lb	\$112.00	Day
72	Pneumatic Chipping Gun	\$120.00	Day
73	Steel Nibbler, Pneumatic	\$149.00	Day
74	1000psi Pressure Washer	\$114.00	Day
75	2000psi Pressure Washer	\$124.00	Day
76	2500psi Hot Water Pressure Washer	\$387.00	Day
77	2500psi Pressure Washer	\$135.00	Day
78	10,000 PSI - 60 GPM - HP Pump (350, 405)	\$81.00	Hour
79	20,000 PSI - 23 GPM - HP Pump (305)	\$160.00	Hour
80	40,000 PSI - 6 GPM - UHP Pump (200 HP)	\$188.00	Hour
81	40,000 PSI - 12 GPM - UHP Pump (305)	\$188.00	Hour
82	2-D Rotating Nozzle	\$75.00	Hour
83	3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	\$98.00	Hour
84	Capsur	\$206.00	Gallon
85	Cirtic Acid Solution, 15%	\$8.51	Gallon
86	Citrus Cleaner Degreaser	\$75.00	Gallon
87	Hydrated Lime, 50 lb / 23 kg	\$9.74	Bag
88	Penetone Degreaser	\$40.00	Gallon
89	Pink Stuff Degreaser	\$44.00	Gallon
90	Simple Green Degreaser	\$41.00	Gallon
91	Soda Ash, 100 lb / 45 kg	\$64.00	Bag
92	Sodium bisulfate 50 lb / 23 kg	\$148.00	Bag
93	Sodium Hypochlorite, 15% (Bleach)	\$22.00	Gallon
94	Level A w/ResponderPlus Suit/Changeout	\$1,079.00	Each
95	Level B w/CPF2 or Polytyvec/Changeout	\$228.00	Each
96	Level B w/CPF3 or Saranex Suit/Changeout	\$285.00	Each
97	Level B w/CPF4 or Barricade Suit/Changeout	\$341.00	Each
98	Level C w/CPF1,2 or Polytyvec/Changeout	\$69.00	Each

99	Level C w/CPF4 or Barricade Suit/Changeout	\$138.00	Each
100	Level C w/CPF3 or Saranex Suit/Changeout	\$85.00	Each
101	Drum Head Vacuum System, Electric	\$61.00	Day
102	Drum Loader	\$195.00	Day
103	Pump - Centrifugal, 2 in	\$125.00	Day
104	Pump - Diesel Lister, 3 in	\$175.00	Day
105	Pump - Double Diaphragm, 1 in	\$110.00	Day
106	Pump - Double Diaphragm, 2 in	\$156.00	Day
107	Pump - Double Diaphragm, 2 in, Chemical	\$207.00	Day
108	Pump - Double Diaphragm, 3 in	\$175.00	Day
109	Pump - Double Diaphragm, 3 in, Chemical	\$229.00	Day
110	Pump - Double Diaphragm, 4 in	\$240.00	Day
111	Pump - Electric Drum	\$124.00	Day
112	Pump - Electric Submersible, 2 in	\$99.00	Day
113	Pump - Electric Submersible, 3 in	\$124.00	Day
114	Pump - Electric Submersible, 4 in	\$182.00	Day
115	Pump - Hand	\$40.00	Day
116	Pump - Hydraulic Transfer, 4 in	\$40.00	Hour
117	Pump - Hydraulic Transfer, 6 in	\$298.00	Hour
118	Pump - Trash, 2 in	\$124.00	Day
119	Pump - Trash, 3 in	\$143.00	Day
120	Pump - Trash, 4 in	\$324.00	Day
121	Drum Vacuum, Pneumatic	\$208.00	Day
122	100 HP Boiler Unit	\$114.00	Hour
123	15 Gal HEPA Vacuum	\$195.00	Day
124	150,000 BTU Portable Heater	\$309.00	Day
125	2 CU YD self dumping hopper	\$4.43	Day
126	2,000 - 2,900 Gal Poly Storage Tank	\$81.00	Day
127	Frac Tank 20,000 Gal	\$167.00	Day
128	3,000 - 3,900 Gal Steel Storage Tank	\$28.00	Day
129	300 - 500 Gal Poly Storage Tank	\$48.00	Day
130	4,000 - 6,000 Gal Poly Storage Tank	\$99.00	Day
131	Air Compressor 175-185 CFM	\$298.00	Day
132	Air Compressor 8-10 CFM	\$139.00	Day
133	ATV, 4X4 or 4X6	\$416.00	Day
134	Carbon Filter System	\$282.00	Day
135	Decon Pool, 10ft x 10ft	\$171.00	Day
136	Decon Pool, 20ft x 100ft	\$512.00	Day
137	Decon Pool, 25ft x 50ft	\$341.00	Day
138	Decontamination Trailer	\$188.00	Day
139	Dewatering Box	\$177.00	Day
140	Dump Trailer (Trailer Only, Staged on Site)	\$84.00	Day
141	Eyewash Station	\$61.00	Day
142	Frac Tank, Double Walled	\$200.00	Day
143	Generator - 12K Watt	\$285.00	Day
144	Generator - 5,000 Watt	\$180.00	Day
145	Generator - 8,000 Watt	\$208.00	Day
146	Halogen Spotlight	\$120.00	Day
147	Incident Command Unit	\$1,781.00	Day
148	Intermodal Container	\$33.00	Day
149	Intrinsically Safe Drop Light	\$120.00	Day
150	Light Tower w/Generator	\$594.00	Day
151	Office Trailer	\$130.00	Day
152	On-site Van Trailer (Tractor not included)	\$229.00	Day
153	Personnel Staging Tent, 10x10 ft, Purchased	\$198.00	Each
154	Personnel Staging Tent, 20' x 30'	\$155.00	Day
155	Rolloff Container with Metal lid	\$24.00	Day
156	Rolloff Container with Tarp & Bows	\$21.00	Day
157	Sea Container / Conex / Tool Crib, 20 ft.	\$31.00	Day
158	Secondary Containment Unit	\$42.00	Day
159	Skid Mounted Liquid Phase Carbon System (10GPM)	\$78.00	Day
160	Tank Trailer/Transporter, No Tractor (For Storage Only)	\$518.00	Day
161	Traffic Cone/Barricade Unit	\$1.71	Day
162	Utility/Cross Terrain Vehicle (Mule/Gator)	\$416.00	Day
163	Vacuum Box, Watertight	\$112.00	Day
164	Decon Station	\$220.00	Day
165	Cutting Torch/Acetylene Torch	\$138.00	Day

166	Electric Auger	\$84.00	Day
167	Auger, Manual	\$75.00	Day
168	Compactor	\$75.00	Day
169	Walk Behind Concrete Saw	\$259.00	Day
170	Confined Space Entry Gear (Retrieval & Rescue Equip)	\$414.00	Day
171	DBI/Rogliss Tripod	\$75.00	Day
172	Drum Crusher, Portable	\$518.00	Day
173	Drum Tilter, Mechanical	\$195.00	Day
174	Electric Blower	\$100.00	Day
175	Fiber Optic Camera	\$66.00	Hour
176	Fiber Optic Camera Truck	\$169.00	Hour
177	Manlift	\$285.00	Day
178	Forklift, 6,000Lb Capacity (High Reach / Lull)	\$512.00	Day
179	Plasma Cutting Torch	\$270.00	Day
180	Explosion Proof Pneumatic Fan Blower	\$100.00	Day
181	Remote Drum Opener, Pnuematic	\$1,354.00	Day
182	Sand Blaster and Hose	\$34.00	Hour
183	Transit Set	\$143.00	Day
184	Kappler CPF1 Suit (Blue)	\$41.00	Each
185	Kappler CPF2 Suit (Grey)	\$68.00	Each
186	Kappler CPF2 Suit w/Strapped Seams (Grey)	\$114.00	Each
187	Kappler CPF3 Suit w/Hood & Boots (Tan)	\$155.00	Each
188	Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	\$195.00	Each
189	Kappler CPF4 Suit w/Hood & Boots (Green)	\$160.00	Each
190	Chemrel Suit, Level C	\$102.00	Each
191	Nomex Suit and Hood	\$221.00	Each
192	Polycoated Rain Gear, 22mil	\$38.00	Each
193	Tyvec, Polycoat HD/BT	\$27.00	Each
194	Tyvec, Saranex	\$69.00	Each
195	Tyvec, White	\$27.00	Each
196	Gloves - 12 in PVC	\$14.11	Pair
197	14in Neoprene Gloves	\$15.79	Pair
198	14in Nitrile Gloves	\$15.79	Pair
199	Gloves - 18 in PVC	\$14.67	Pair
200	Cotton Winter Glove Liners	\$7.28	Pair
201	Cut Resistant Gloves	\$38.00	Pair
202	Glove, Nitrile, Inner Liner	\$4.12	Pair
203	Latex Gloves	\$16.46	Box
204	Gloves - Leather	\$9.74	Pair
205	Puncture Resistant Gloves	\$41.00	Pair
206	Silver Shield Gloves	\$41.00	Pair
207	Disposable Boot Covers (Chicken Boots)	\$15.23	Pair
208	2 Man Breathing System	\$328.00	Day
209	4 Man Breathing System	\$416.00	Day
210	Acid Cartridges	\$36.00	Pair
211	Asbestos Cartridges	\$37.00	Pair
212	Breathing Air Hose, 100ft	\$120.00	Day
213	Chlorine Cartridges	\$39.00	Pair
214	Mercury Cartridges	\$66.00	Pair
215	MSA Chemical Cartridge	\$40.00	Each
216	Negative Air Machine (Blower w/ HEPA filter)	\$298.00	Day
217	Organic Vapor Cartridges (No Dust)	\$46.00	Pair
218	Organic Vapor/Dust Combination Cartridges	\$63.00	Pair
219	Respirator, Full Face	\$42.00	Day
220	Self Contained Breathing Apparatus (SCBA)	\$298.00	Day
221	1 Cubic Yard Supersac 13H2/Y/06	\$115.00	Each
222	10 Gal / 40 Litre Fiber Drum	\$49.00	Each
223	110 Gal Steel Drum, Reconditioned 1A2/Y400S	\$631.00	Each
224	16 Gal / 70 L Closed Poly Drum	\$94.00	Each
225	16 Gal / 70 L Open Poly Drum 1H2/Y56/S	\$96.00	Each
226	16 Gal Fiber Drum	\$41.00	Each
227	18x18x24in Nonhazardous Pathological Waste Box	\$12.21	Each
228	20 Gal / 80 Litre Fiber Drum	\$41.00	Each
229	20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	\$122.00	Each
230	275G / 1100 L Poly TOTE, DOT Rated	\$621.00	Each
231	275G / 1100 L Recondition Poly TOTE, DOT Rated	\$364.00	Each
232	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	\$122.00	Each

233	30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	\$145.00	Each
234	30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	\$109.00	Each
235	30 Gal / 120 Litre Fiber Drum 1G/X56/S	\$63.00	Each
236	30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	\$159.00	Each
237	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	\$194.00	Each
238	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	\$167.00	Each
239	4ft Fluorescent Tube Box 4G/Y275	\$31.00	Each
240	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	\$36.00	Each
241	5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	\$41.00	Each
242	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	\$31.00	Each
243	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	\$66.00	Each
244	5.5 Gal / 20 L Steel Drum 1A2/Y23/S	\$30.00	Each
245	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	\$93.00	Each
246	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	\$118.00	Each
247	55 Gal / 205 L Stainless Steel Drum, Reconditioned	\$306.00	Each
248	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	\$140.00	Each
249	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	\$120.00	Each
250	55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	\$157.00	Each
251	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	\$74.00	Each
252	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	\$112.00	Each
253	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	\$153.00	Each
254	55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	\$206.00	Each
255	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	\$500.00	Each
256	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	\$448.00	Each
257	85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	\$233.00	Each
258	8ft Fluorescent Tube Box 4G/Y275	\$50.00	Each
259	95 Gal Poly Drum 1H2/Y318/S (Overpack)	\$494.00	Each
260	95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	\$325.00	Each
261	Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	\$86.00	Each
262	Drum Liners	\$5.94	Each
263	Dump Trailer Poly Liner	\$116.00	Each
264	Filter/Liner for Filter Box	\$432.00	Each
265	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	\$115.00	Each
266	Flexbin, Cubic Yard Box for Non-Haz Waste	\$115.00	Each
267	Flexbin/Cubic Yard Box Liner	\$36.00	Each
268	Fluorescent Bulb Tubes, 4ft 100 bulb capacity	\$119.00	Box
269	Fluorescent Bulb Tubes, 8ft 100 bulb capacity	\$108.00	Box
270	Hazardous Waste Labels / Markings	\$2.02	Each
271	Labels - DOT Diamonds	\$2.02	Each
272	Pathological Waste Bag	\$7.39	Each
273	Poly Bags, 6mil, per Roll	\$206.00	Each
274	Rolloff Poly Liner	\$102.00	Each
275	Vacbox Liner/Bladder	\$933.00	Each
276	Waste Wrangler	\$115.00	Each
278	Absorbent Boom, 3in x 4ft	\$9.74	Each
279	Absorbent Boom, 5in x 10ft x 4/Bale	\$187.00	Bale
280	Absorbent Boom, 8in x 10ft x 4/Bale	\$299.00	Bale
281	Absorbent Roll, 38in x 144ft	\$220.00	Each
282	Absorbent Rug, 36in x 300ft	\$364.00	Each
283	Absorbent Sweep, 17in x 100ft	\$194.00	Bale
284	HGX Absorbent (Mercury absorbent)	\$25.00	Pounds
285	Oil Snare, on a Line, 50ft	\$118.00	Each
286	Poly Absorbent, 20 lb / 23 kg	\$128.00	Bags
287	Rags, 50 lb / 23 kg	\$106.00	Box
288	Speedi Dry	\$14.56	Bag
289	SPI Solidification Particulate (Oil Bond)	\$24.00	Pounds
290	SPI Waterbond	\$19.00	Pounds
291	Vermiculite 4 cuft	\$66.00	Bag
292	Acetylene Bottle	\$55.00	Each
293	Breathing Air Bottle Refill	\$37.00	Each
294	Rolloff Bow	\$52.00	Each
295	Rolloff Tarp	\$507.00	Each
296	Misc. Handtools	\$59.00	Day
297	Caution Tape/Roll	\$68.00	Each
298	Duct Tape/Roll	\$18.00	Each
299	Shrink Wrap	\$58.00	Roll
300	First Aid Kit, 25 Person	\$101.00	Each

301	Bottled Water / Stress Relief (Case)	\$31.00	Case
302	Digital Camera	\$99.00	Day
303	Profile Approval Fee (No Sample)	\$75.00	Each
304	Airboat, Single Engine	\$1,588.00	Day
304	Airboat, Twin Engine	\$4,630.00	Day
304	Boat/Workskiff without Motor	\$188.00	Day
304	Brush Skimmer	\$1,058.00	Day
304	Containment Boom - 10" Per Foot Per Day	\$2.36	Foot
304	Containment Boom - 18" Per Foot Per Day	\$2.63	Foot
304	Containment Boom - 24" Per Foot Per Day	\$3.40	Foot
304	Containment Boom - 36" Per Foot Per Day	\$3.82	Foot
304	Drum Skimmer (24in-36in)	\$830.00	Day
304	Drum Skimmer, Double Barrel 24"	\$1,296.00	Day
304	Hydraulic Power Pack for Skimmer	\$292.00	Day
304	Landing Craft (LCM), 26ft-29ft	\$1,257.00	Day
304	Landing Craft (LCM), 30ft-34ft	\$1,363.00	Day
304	Landing Craft (LCM), 35ft-45ft	\$2,044.00	Day
304	PFD Life Vest	\$36.00	Day
304	PFD Survival Suit / Cold Weather Survival Work Suits	\$108.00	Day
304	PFD Deck Suit	\$819.00	Each
304	Power Barge Boat, 26ft-30ft	\$1,455.00	Day
304	Power Barge Boat, 30ft-42ft	\$2,646.00	Day
304	Power Workboat, Fast Response, 12-14ft	\$395.00	Day
304	Power Workboat, Fast Response, 15-17ft	\$471.00	Day
304	Power Workboat, Fast Response, 18-22ft	\$789.00	Day
304	Power Workboat, Fast Response, 23-26ft	\$992.00	Day
304	Power Workboat, Fast Response, 27-36ft	\$1,257.00	Day
304	Rigid Hull Inflatable (RIB) (18ft-22ft)	\$1,040.00	Day
304	Rope Mop - 4" (Per Foot)	\$43.00	Foot
304	Rope Mop - 9" (Per Foot)	\$55.00	Foot
304	Rotating Disc Skimmer Unit	\$1,079.00	Day
304	Skim Pack Skimmer	\$214.00	Day
304	Skimmer - C24H Hydraulically Powered Rope Mop Wringer	\$860.00	Day
304	Skimmer - C29H Hydraulically Powered Rope Mop Wringer	\$1,158.00	Day
304	Skimmer - CV-46H Hydraulically powered Vertical Mop Wringer	\$1,026.00	Day
304	Skimmer, Duck Bill	\$38.00	Day
304	Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	\$7,244.00	Day
304	Skimming Vessel Belt Drive Replacement	\$1,776.00	Each
304	Weir Skimmer Unit	\$230.00	Day
	Fees		
305	Subcontractor Markup	Cost plus 35%	
306	Variable Energy and Security Recovery Fee	Adjusted monthly:	22% for March 2022
307	Waste Document Preparation Fee (if necessary)	\$125/Day	
308	Manifest Fee	\$20/Manifest	
309	Incident Reports (if requested)	\$200/Each or case by case	

Category 5 - Transportation, Disposal, Incineration, or Recycling

Position No.	Position Description	Standard rate	Overtime rate
1	Supervisor	\$98.00	\$98.00
2	Laborer	\$77.00	\$77.00
3	Equipment Operator	\$98.00	\$98.00
4	Administrative Support	\$77.00	\$77.00
Other Items			
Item No.	Good/Service	Price	Unit
1	Light Duty Pick up	\$30.00	Hour
2	Basic level PPE (level D)	\$35.00	Each
3	Box Truck	\$99.00	Hour
4	Truck dolly	\$50.00	Day
5	Disposal of 10 55gal drum Motor oil	\$85.00	Drum
6	Disposal 10 55 gal drum fertilizer	\$125.00	Drum

Additional items			
Position No.	Position Description	Standard rate	Overtime rate
1	Chemist	\$112.00	\$112.00
2	Lead Chemist	\$130.00	\$130.00
3	Field Inspector	\$96.00	\$96.00
4	Mechanic	\$112.00	\$112.00
5	Welder	\$112.00	\$112.00
6	Field Engineer/Scientist/Geologist	\$125.00	\$125.00
7	Senior Engineer/Scientist/Geologist	\$141.00	\$141.00
8	Professional Engineer/LSP	\$177.00	\$177.00
9	Emergency Response Coordinator	\$148.00	\$148.00
10	General Manager	\$189.00	\$189.00
Item No.	Good/Service	Price	Unit
1	Antiviral Disinfectant Fogger	\$198.00	Day
2	Antiviral Electrostatic Sprayer	\$276.00	Day
3	Antiviral Backpack Sprayer	\$276.00	Day
4	Wheeled Antiviral Sprayer	\$551.00	Day
5	High Power Antiviral Fogger	\$717.00	Day
6	Antiviral Disinfectant Solution	\$55.00	Gallon
7	N95 Mask	\$8.85	Each
8	Pickup with Dump Body	\$34.00	Hour
9	Small Box Truck/ Cube Van	\$42.00	Hour
10	Utility/ Support Trailer	\$223.00	Day
11	High Powered Vacuum Truck/Cusco	\$159.00	Hour
12	Rolloff Two Can Trailer	\$119.00	Hour
13	Skid Mounted Vaccum System	\$72.00	Hour
14	Tractor Only, No Trailer	\$85.00	Hour
15	Tractor w/Boc Van	\$112.00	Hour
16	Tractor w/ Dump Trailer	\$112.00	Hour
17	Tractor w/Flatbed/Lowbed Trailer	\$121.00	Hour
18	Tractor w/Liquid Transporter	\$135.00	Hour
19	Tractor w/ Rolloff Trailer	\$119.00	Hour
20	Tractor w Vacuum Trailer	\$140.00	Hour
21	Vacuum with Jet Rodder	\$159.00	Hour
22	Wet/Dry High Powered Vaccum Truck/Guzzler	\$159.00	Hour
23	Hydrovac- Single Drive with Operator and Helper	\$229.00	Hour
24	Hydrovac- Tandem with Operator and Helper	\$331.00	Hour
25	Tri-Drive with Operator and Helper	\$331.00	Hour
26	Working Boiler/ Heat Charge	\$72.00	Hour
27	Backhoe Loader, 1 Yard Bucket	\$90.00	Hour
28	Bobcat Loader/Mini Excavator	\$84.00	Hour
29	Fork Attachment for Bobcat Loader	\$66.00	Day
30	Loader, 2-3 Yard Bucket	\$87.00	Hour
31	Mini Excavator	\$84.00	Hour
32	Sweeper Attachment for Bobcat Loader	\$162.00	Day
33	1/2in Drill, Electric	\$49.00	Day
34	Circular Saw, Electric	\$69.00	Day
35	Mercury Vacuum	\$234.00	Day
36	Reciprocating Saw (Sawzall), Electric	\$90.00	Day
37	Wet Vacuum (Shop Vac)	\$49.00	Day
38	Bailer & Sampling Equipment	\$69.00	Day
39	Draeger Air Monitoring Pump	\$90.00	Day
40	Explosion/Oxygen Meter	\$114.00	Day
41	Geiger Counter Meter	\$180.00	Day
42	Hydrogen Cyanide Meter	\$148.00	Day
43	Interface Probe	\$144.00	Day
44	Lumex RA915+ Mercury Vapor Analyzer	\$583.00	Day
45	Mercury Vapor Analyzer	\$298.00	Day
46	Particulate Meter, Mini Ram or equivalent	\$144.00	Day
47	Personal Air Pump Meter	\$69.00	Day
48	pH Meter	\$69.00	Day
49	PID Meter	\$144.00	Day
50	Well Purging/Sampling Pump	\$69.00	Day
51	Brush Cutter/Power Broom	\$140.00	Day
52	Chain Saw	\$140.00	Day

53	Cutoff Saw (Demo)	\$149.00	Day
54	Hose - Chemical, 2 in X 20 ft	\$42.00	Day
55	Hose - Chemical, 3 in X 20 ft	\$59.00	Day
56	Hose - Chemical, 4 in X 20 ft	\$77.00	Day
57	Hose - Flex, 4 in, per ft	\$4.70	Foot
58	Hose - Flex ADS, 6 in, per ft	\$6.80	Foot
59	Hose - Lay Flat, 2 in X 25ft	\$32.00	Day
60	Hose - Lay Flat, 4 in X 25 ft	\$69.00	Day
61	Hose - Lay Flat, 6 in X 25 ft	\$90.00	Day
62	Hose - Suction, 2 in X 25 ft	\$36.00	Day
63	Hose - Suction, 3 in X 25 ft	\$48.00	Day
64	Hose - Suction, 4 in X 25 ft	\$69.00	Day
65	Hose - Suction, 6 in X 25 ft	\$100.00	Day
66	Wash Hose, 1/2in x 50ft	\$20.00	Day
67	3/4in Drill, Rotary Hammer	\$104.00	Day
68	Airspade Pneumatic Shovel	\$76.00	Day
69	Jackhammer, 40Lb	\$75.00	Day
70	Jackhammer, 60Lb	\$93.00	Day
71	Jackhammer, 90Lb	\$112.00	Day
72	Pneumatic Chipping Gun	\$120.00	Day
73	Steel Nibbler, Pneumatic	\$149.00	Day
74	1000psi Pressure Washer	\$114.00	Day
75	2000psi Pressure Washer	\$124.00	Day
76	2500psi Hot Water Pressure Washer	\$387.00	Day
77	2500psi Pressure Washer	\$135.00	Day
78	10,000 PSI - 60 GPM - HP Pump (350, 405)	\$81.00	Hour
79	20,000 PSI - 23 GPM - HP Pump (305)	\$160.00	Hour
80	40,000 PSI - 6 GPM - UHP Pump (200 HP)	\$188.00	Hour
81	40,000 PSI - 12 GPM - UHP Pump (305)	\$188.00	Hour
82	2-D Rotating Nozzle	\$75.00	Hour
83	3-D Rotating Nozzle - 10K, 20-80 GPM (LV)	\$98.00	Hour
84	Capsur	\$206.00	Gallon
85	Cirtic Acid Solution, 15%	\$8.51	Gallon
86	Citrus Cleaner Degreaser	\$75.00	Gallon
87	Hydrated Lime, 50 lb / 23 kg	\$9.74	Bag
88	Penetone Degreaser	\$40.00	Gallon
89	Pink Stuff Degreaser	\$44.00	Gallon
90	Simple Green Degreaser	\$41.00	Gallon
91	Soda Ash, 100 lb / 45 kg	\$64.00	Bag
92	Sodium bisulfate 50 lb / 23 kg	\$148.00	Bag
93	Sodium Hypochlorite, 15% (Bleach)	\$22.00	Gallon
94	Level A w/ResponderPlus Suit/Changeout	\$1,079.00	Each
95	Level B w/CPF2 or Polytyvec/Changeout	\$228.00	Each
96	Level B w/CPF3 or Saranex Suit/Changeout	\$285.00	Each
97	Level B w/CPF4 or Barricade Suit/Changeout	\$341.00	Each
98	Level C w/CPF1,2 or Polytyvec/Changeout	\$69.00	Each
99	Level C w/CPF4 or Barricade Suit/Changeout	\$138.00	Each
100	Level C w/CPF3 or Saranex Suit/Changeout	\$85.00	Each
101	Drum Head Vacuum System, Electric	\$61.00	Day
102	Drum Loader	\$195.00	Day
103	Pump - Centrifugal, 2 in	\$125.00	Day
104	Pump - Diesel Lister, 3 in	\$175.00	Day
105	Pump - Double Diaphragm, 1 in	\$110.00	Day
106	Pump - Double Diaphragm, 2 in	\$156.00	Day
107	Pump - Double Diaphragm, 2 in, Chemical	\$207.00	Day
108	Pump - Double Diaphragm, 3 in	\$175.00	Day
109	Pump - Double Diaphragm, 3 in, Chemical	\$229.00	Day
110	Pump - Double Diaphragm, 4 in	\$240.00	Day
111	Pump - Electric Drum	\$124.00	Day
112	Pump - Electric Submersible, 2 in	\$99.00	Day
113	Pump - Electric Submersible, 3 in	\$124.00	Day
114	Pump - Electric Submersible, 4 in	\$182.00	Day
115	Pump - Hand	\$40.00	Day
116	Pump - Hydraulic Transfer, 4 in	\$40.00	Hour
117	Pump - Hydraulic Transfer, 6 in	\$298.00	Hour
118	Pump - Trash, 2 in	\$124.00	Day

119	Pump - Trash, 3 in	\$143.00	Day
120	Pump - Trash, 4 in	\$324.00	Day
121	Drum Vacuum, Pneumatic	\$208.00	Day
122	100 HP Boiler Unit	\$114.00	Hour
123	15 Gal HEPA Vacuum	\$195.00	Day
124	150,000 BTU Portable Heater	\$309.00	Day
125	2 CU YD self dumping hopper	\$4.43	Day
126	2,000 - 2,900 Gal Poly Storage Tank	\$81.00	Day
127	Frac Tank 20,000 Gal	\$167.00	Day
128	3,000 - 3,900 Gal Steel Storage Tank	\$28.00	Day
129	300 - 500 Gal Poly Storage Tank	\$48.00	Day
130	4,000 - 6,000 Gal Poly Storage Tank	\$99.00	Day
131	Air Compressor 175-185 CFM	\$298.00	Day
132	Air Compressor 8-10 CFM	\$139.00	Day
133	ATV, 4X4 or 4X6	\$416.00	Day
134	Carbon Filter System	\$282.00	Day
135	Decon Pool, 10ft x 10ft	\$171.00	Day
136	Decon Pool, 20ft x 100ft	\$512.00	Day
137	Decon Pool, 25ft x 50ft	\$341.00	Day
138	Decontamination Trailer	\$188.00	Day
139	Dewatering Box	\$177.00	Day
140	Dump Trailer (Trailer Only, Staged on Site)	\$84.00	Day
141	Eyewash Station	\$61.00	Day
142	Frac Tank, Double Walled	\$200.00	Day
143	Generator - 12K Watt	\$285.00	Day
144	Generator - 5,000 Watt	\$180.00	Day
145	Generator - 8,000 Watt	\$208.00	Day
146	Halogen Spotlight	\$120.00	Day
147	Incident Command Unit	\$1,781.00	Day
148	Intermodal Container	\$33.00	Day
149	Intrinsically Safe Drop Light	\$120.00	Day
150	Light Tower w/Generator	\$594.00	Day
151	Office Trailer	\$130.00	Day
152	On-site Van Trailer (Tractor not included)	\$229.00	Day
153	Personnel Staging Tent, 10x10 ft, Purchased	\$198.00	Each
154	Personnel Staging Tent, 20' x 30'	\$155.00	Day
155	Rolloff Container with Metal lid	\$24.00	Day
156	Rolloff Container with Tarp & Bows	\$21.00	Day
157	Sea Container / Conex / Tool Crib, 20 ft.	\$31.00	Day
158	Secondary Containment Unit	\$42.00	Day
159	Skid Mounted Liquid Phase Carbon System (10GPM)	\$78.00	Day
160	Tank Trailer/Transporter, No Tractor (For Storage Only)	\$518.00	Day
161	Traffic Cone/Barricade Unit	\$1.71	Day
162	Utility/Cross Terrain Vehicle (Mule/Gator)	\$416.00	Day
163	Vacuum Box, Watertight	\$112.00	Day
164	Decon Station	\$220.00	Day
165	Cutting Torch/Acetylene Torch	\$138.00	Day
166	Electric Auger	\$84.00	Day
167	Auger, Manual	\$75.00	Day
168	Compactor	\$75.00	Day
169	Walk Behind Concrete Saw	\$259.00	Day
170	Confined Space Entry Gear (Retrieval & Rescue Equip)	\$414.00	Day
171	DBI/Rogliss Tripod	\$75.00	Day
172	Drum Crusher, Portable	\$518.00	Day
173	Drum Tilter, Mechanical	\$195.00	Day
174	Electric Blower	\$100.00	Day
175	Fiber Optic Camera	\$66.00	Hour
176	Fiber Optic Camera Truck	\$169.00	Hour
177	Manlift	\$285.00	Day
178	Forklift, 6,000Lb Capacity (High Reach / Lull)	\$512.00	Day
179	Plasma Cutting Torch	\$270.00	Day
180	Explosion Proof Pneumatic Fan Blower	\$100.00	Day
181	Remote Drum Opener, Pnuematic	\$1,354.00	Day
182	Sand Blaster and Hose	\$34.00	Hour
183	Transit Set	\$143.00	Day
184	Kappler CPF1 Suit (Blue)	\$41.00	Each

185	Kappler CPF2 Suit (Grey)	\$68.00	Each
186	Kappler CPF2 Suit w/Strapped Seams (Grey)	\$114.00	Each
187	Kappler CPF3 Suit w/Hood & Boots (Tan)	\$155.00	Each
188	Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	\$195.00	Each
189	Kappler CPF4 Suit w/Hood & Boots (Green)	\$160.00	Each
190	Chemrel Suit, Level C	\$102.00	Each
191	Nomex Suit and Hood	\$221.00	Each
192	Polycoated Rain Gear, 22mil	\$38.00	Each
193	Tyvec, Polycoat HD/BT	\$27.00	Each
194	Tyvec, Saranex	\$69.00	Each
195	Tyvec, White	\$27.00	Each
196	Gloves - 12 in PVC	\$14.11	Pair
197	14in Neoprene Gloves	\$15.79	Pair
198	14in Nitrile Gloves	\$15.79	Pair
199	Gloves - 18 in PVC	\$14.67	Pair
200	Cotton Winter Glove Liners	\$7.28	Pair
201	Cut Resistant Gloves	\$38.00	Pair
202	Glove, Nitrile, Inner Liner	\$4.12	Pair
203	Latex Gloves	\$16.46	Box
204	Gloves - Leather	\$9.74	Pair
205	Puncture Resistant Gloves	\$41.00	Pair
206	Silver Shield Gloves	\$41.00	Pair
207	Disposable Boot Covers (Chicken Boots)	\$15.23	Pair
208	2 Man Breathing System	\$328.00	Day
209	4 Man Breathing System	\$416.00	Day
210	Acid Cartridges	\$36.00	Pair
211	Asbestos Cartridges	\$37.00	Pair
212	Breathing Air Hose, 100ft	\$120.00	Day
213	Chlorine Cartridges	\$39.00	Pair
214	Mercury Cartridges	\$66.00	Pair
215	MSA Chemical Cartridge	\$40.00	Each
216	Negative Air Machine (Blower w/ HEPA filter)	\$298.00	Day
217	Organic Vapor Cartridges (No Dust)	\$46.00	Pair
218	Organic Vapor/Dust Combination Cartridges	\$63.00	Pair
219	Respirator, Full Face	\$42.00	Day
220	Self Contained Breathing Apparatus (SCBA)	\$298.00	Day
221	1 Cubic Yard Supersac 13H2/Y/06	\$115.00	Each
222	10 Gal / 40 Litre Fiber Drum	\$49.00	Each
223	110 Gal Steel Drum, Reconditioned 1A2/Y400S	\$631.00	Each
224	16 Gal / 70 L Closed Poly Drum	\$94.00	Each
225	16 Gal / 70 L Open Poly Drum 1H2/Y56/S	\$96.00	Each
226	16 Gal Fiber Drum	\$41.00	Each
227	18x18x24in Nonhazardous Pathological Waste Box	\$12.21	Each
228	20 Gal / 80 Litre Fiber Drum	\$41.00	Each
229	20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	\$122.00	Each
230	275G / 1100 L Poly TOTE, DOT Rated	\$621.00	Each
231	275G / 1100 L Recondition Poly TOTE, DOT Rated	\$364.00	Each
232	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	\$122.00	Each
233	30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	\$145.00	Each
234	30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/10	\$109.00	Each
235	30 Gal / 120 Litre Fiber Drum 1G/X56/S	\$63.00	Each
236	30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	\$159.00	Each
237	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	\$194.00	Each
238	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	\$167.00	Each
239	4ft Fluorescent Tube Box 4G/Y275	\$31.00	Each
240	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	\$36.00	Each
241	5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	\$41.00	Each
242	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	\$31.00	Each
243	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	\$66.00	Each
244	5.5 Gal / 20 L Steel Drum 1A2/Y23/S	\$30.00	Each
245	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E	\$93.00	Each
246	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H	\$118.00	Each
247	55 Gal / 205 L Stainless Steel Drum, Reconditioned	\$306.00	Each
248	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	\$140.00	Each
249	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycle	\$120.00	Each
250	55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	\$157.00	Each

251	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	\$74.00	Each
252	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H	\$112.00	Each
253	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	\$153.00	Each
254	55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	\$206.00	Each
255	85 G / 320 L Steel Drum, Recoded 1A2/X400/S (Overpack)	\$500.00	Each
256	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	\$448.00	Each
257	85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	\$233.00	Each
258	8ft Fluorescent Tube Box 4G/Y275	\$50.00	Each
259	95 Gal Poly Drum 1H2/Y318/S (Overpack)	\$494.00	Each
260	95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	\$325.00	Each
261	Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	\$86.00	Each
262	Drum Liners	\$5.94	Each
263	Dump Trailer Poly Liner	\$116.00	Each
264	Filter/Liner for Filter Box	\$432.00	Each
265	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	\$115.00	Each
266	Flexbin, Cubic Yard Box for Non-Haz Waste	\$115.00	Each
267	Flexbin/Cubic Yard Box Liner	\$36.00	Each
268	Fluorescent Bulb Tubes, 4ft 100 bulb capacity	\$119.00	Box
269	Fluorescent Bulb Tubes, 8ft 100 bulb capacity	\$108.00	Box
270	Hazardous Waste Labels / Markings	\$2.02	Each
271	Labels - DOT Diamonds	\$2.02	Each
272	Pathological Waste Bag	\$7.39	Each
273	Poly Bags, 6mil, per Roll	\$206.00	Each
274	Rolloff Poly Liner	\$102.00	Each
275	Vacbox Liner/Bladder	\$933.00	Each
276	Waste Wrangler	\$115.00	Each
278	Absorbent Boom, 3in x 4ft	\$9.74	Each
279	Absorbent Boom, 5in x 10ft x 4/Bale	\$187.00	Bale
280	Absorbent Boom, 8in x 10ft x 4/Bale	\$299.00	Bale
281	Absorbent Roll, 38in x 144ft	\$220.00	Each
282	Absorbent Rug, 36in x 300ft	\$364.00	Each
283	Absorbent Sweep, 17in x 100ft	\$194.00	Bale
284	HGX Absorbent (Mercury absorbent)	\$25.00	Pou nds
285	Oil Snare, on a Line, 50ft	\$118.00	Each
286	Poly Absorbent, 20 lb / 23 kg	\$128.00	Bags
287	Rags, 50 lb / 23 kg	\$106.00	Box
288	Speedi Dry	\$14.56	Bag
289	SPI Solidification Particulate (Oil Bond)	\$24.00	Pou nds
290	SPI Waterbond	\$19.00	Pou nds
291	Vermiculite 4 cuft	\$66.00	Bag
292	Acetylene Bottle	\$55.00	Each
293	Breathing Air Bottle Refill	\$37.00	Each
294	Rolloff Bow	\$52.00	Each
295	Rolloff Tarp	\$507.00	Each
296	Misc. Handtools	\$59.00	Day
297	Caution Tape/Roll	\$68.00	Each
298	Duct Tape/Roll	\$18.00	Each
299	Shrink Wrap	\$58.00	Roll
300	First Aid Kit, 25 Person	\$101.00	Each
301	Bottled Water / Stress Relief (Case)	\$31.00	Case
302	Digital Camera	\$99.00	Day
303	Profile Approval Fee (No Sample)	\$75.00	Each
304	Sample & Profile Approval Fee	\$158.00	Each
	Fees		
305	Subcontractor Markup	Cost plus 35%	
306	Variable Energy and Security Recovery Fee	Adjusted monthly:	22% for March 2022
307	Waste Document Preparation Fee (if necessary)	\$125/Day	
308	Manifest Fee	\$20/Manifest	
309	Incident Reports (if requested)	\$200/Each or case by case	

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **ENVIRONMENTAL LIABILITY INSURANCE.** Environmental liability insurance coverage, on an occurrence or claims made basis, with annual limits of not less than \$1,000,000 per claim and in the aggregate, including liability arising out of transportation and non-owned disposal sites. The policy shall have a five-year extended reporting period and cover claims made on and prior to the completion and claims made after final acceptance, but within the extended reporting period. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - e. **MARINE PROTECTION & LIABILITY INSURANCE.** Marine Protection and Indemnity Insurance, including Collision, Jones Act, and passenger coverages. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:
 - US Mail: Contracts & Procurement – Master Contract Insurance Certificate
Master Contract No. 09321 – Emergency response to hazardous materials
Attn: Marcus Bach
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141
 - Email: descontractsteamapple@des.wa.gov
Note: For Email notice, the Email Subject line must state:
Master Contract Insurance Certificate – Master Contract No. 09321 – Emergency response to hazardous materials
5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Master Contract.