



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

PHILLIPS AND JORDAN INC
 6621 WILBANKS RD
 KNOXVILLE, TN 37912
 United States

Amendment Date: 17-JUN-15
 Original Award Date: 20-JUL-12
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 41422

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3285453 Effective Period 20-JUL-12 - 19-JUL-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388			

Description			Bid Number	Change Order Req#	
EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3285453 DATED 7/20/12 CHANGE EFFECTIVE PERIOD FROM: 7/20/12 - 7/19/15 TO: 7/20/12 - 7/19/17 WITH THE OPTION TO RENEW EXERCISED IN ACCORDANCE WITH RFP #7449112.			

STATE PURCHASING AGENT
Nancy R. McIntyre



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

PHILLIPS AND JORDAN INC
191 P AND J RD
ROBBINSVILLE, NC 28771
United States

EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES - MPA 388	
Award Number 3285453	Effective Period: 20-JUL-12 - 19-JUL-15

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
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Date:	20-JUL-12
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	41422

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		7449112	
		MPA	

7/20/12 - 7/19/15

WITH THE OPTION TO RENEW FOR ONE (1) ADDITIONAL TWO-YEAR TERM.

MASTER PRICE AGREEMENT #388

EMERGENCY MANAGEMENT AND HOMELAND SECURITY SERVICES

SCOPE 3 - DEBRIS MANAGEMENT

PER THE ATTACHED PRICING

SUPPLIER CONTACT PERSON:
KEN GRAHAM - PROJECT MANAGER
kgraham@pandj.com

MICHAEL HARWOOD - (800) 511-6027
mharwood@pandj.com

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

Scope of work # 3 Debris Management:

Services shall include but not be limited to Large scale vegetative and construction and demolition ("C&D") debris removal, separation, staging, and disposal; demolition work, hazardous waste handling; tree trimming, erection, stump grinding and removal; marine salvage operations; sand removal from roads, streets, and right-of-ways; beach sand screening and replacement, and emergency berm construction. A separate charge or combination of per hour or per ton charge will be considered. However, no payments will be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event

Crew Price:	A \$	300.00	per ton mixed debris and C&D
	B \$	300.00	per ton yard waste debris
	C \$	200.00	per hour mechanical loader with operator
	D \$	175.00	per hour Dump truck with operator
	E \$	75.00	per hour personnel Labor
	F \$	600.00	unit price for stump extraction

Bond: Contractor will be required to post a Performance and Payment bond in an aggregate amount of One Million Dollars (\$1,000,000.00) throughout the contract execution period, when the State requests initiation of the Debris Removal Contract, until such time as the scope of work contained in the contract are complete as determined by the State

Legal Requirements: note additional requirements may apply.

1. **Standard Agreement Language:** A library of standard agreement terms and conditions resides at www.purchasing.ri.gov
2. **Type of Firm.** Provide a statement attesting to whether the firm is a supplier/distributor or a manufacturer of the offered solution
3. **Discrimination Prohibited:** Compliance with the American with Disabilities Act is required. No person shall on the grounds of race, color, or religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, specifically the nondiscrimination provision that appears at 42 U.S.C. § 3789c(1). Recipients/sub-grantees of funds under the Act are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C § 1681; the Age Discrimination Act of 1975, 42 U.S.C. §6102; and DOJ Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G.
4. **Equal Opportunity Program Requirements.** All firms awarded a contract(s) must ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207, 42.301 et seq., Rhode Island General Laws Title 28 Chapter 5 through 6; and Gubernatorial Executive Orders governing the promotion of a diverse workforce, equal opportunity, and the prevention of sexual harassment and including where applicable, the requirement of sub-grantees to formulate, implement

and file an Equal Opportunity Employment Plan with RIEMA and the Office of Justice Programs, Office for Civil Rights

- 5 **Application of legal requirement to sub-contractors, sub-consultants.** Whenever a firm awarded a contract(s) chooses to implement a project by further sub-contracting or consulting all or any part of the contract(s), the firm shall include the provisions of these standard legal requirements in a further sub-contract which shall be reduced to writing and submitted to the Division for **prior approval**. Such implementing sub-contractors and/or consultants, when utilized by the firm, may be responsible for the day-to-day operations of the project, including hiring, terminations, and budget revisions, however, only when the contracts between the firm and the implementing sub-contractors and/or consultants so specify. A signed copy of all such contracts must be forwarded to the Division.
- 6 **Ethical Standards/prohibited political activity/Campaign Contributions.** It is the responsibility of all firms awarded a contract to comply with applicable provisions of Rhode Island General Law Chapter 14 Title 36 Code of Ethics; Rhode Island General Law Chapter 17 Title 26 Reporting of Political Contributions by State Vendors

* Prices have been developed utilizing Wage Determination Number RI100001 10/07/2011 RII

SCOPE OF WORK/PROPOSED FEE SCHEDULE

1	Vegetative storm debris picked up at the designated work zone, hauled and dumped at a Temporary Debris Storage and Reduction Site (TDSRS). Mileage Radius: <table style="margin-left: 20px;"> <tr><td>0-15 Miles</td></tr> <tr><td>16-30 Miles</td></tr> <tr><td>31-60 Miles</td></tr> </table>	0-15 Miles	16-30 Miles	31-60 Miles	<table style="margin-left: 20px;"> <tr><td>\$ 40.00 cu.yd /\$300.00ton</td></tr> <tr><td>\$ 49.00 cu.yd/\$370.00ton</td></tr> <tr><td>\$ 60.00 cu.yd/\$450.00ton</td></tr> </table>	\$ 40.00 cu.yd /\$300.00ton	\$ 49.00 cu.yd/\$370.00ton	\$ 60.00 cu.yd/\$450.00ton				
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2	Construction and Demolition debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) Mileage Radius: <table style="margin-left: 20px;"> <tr><td>0-15 Miles</td></tr> <tr><td>16-30 Miles</td></tr> <tr><td>31-60 Miles</td></tr> </table>	0-15 Miles	16-30 Miles	31-60 Miles	<table style="margin-left: 20px;"> <tr><td>\$ 40.00 cu yd/\$300.00ton</td></tr> <tr><td>\$ 49.00 cu yd/\$370.00ton</td></tr> <tr><td>\$ 60.00 cu yd/\$450.00ton</td></tr> </table>	\$ 40.00 cu yd/\$300.00ton	\$ 49.00 cu yd/\$370.00ton	\$ 60.00 cu yd/\$450.00ton				
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3	Storm deposited soils (silt, sand, etc) picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) or final disposal site. Mileage Radius: <table style="margin-left: 20px;"> <tr><td>0-15 Miles</td></tr> <tr><td>16-30 Miles</td></tr> <tr><td>31-60 Miles</td></tr> </table>	0-15 Miles	16-30 Miles	31-60 Miles	<table style="margin-left: 20px;"> <tr><td>\$ 40.00 cu yd/\$300.00ton</td></tr> <tr><td>\$ 49.00 cu yd/\$370.00ton</td></tr> <tr><td>\$ 60.00 cu yd/\$450.00ton</td></tr> </table>	\$ 40.00 cu yd/\$300.00ton	\$ 49.00 cu yd/\$370.00ton	\$ 60.00 cu yd/\$450.00ton				
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4	C&D debris, documented and validated by load-haul tickets, hauled from the TDSRS for final disposal at a Client approved recycling facility, disposal site or landfill Mileage Radius: <table style="margin-left: 20px;"> <tr><td>0-15 Miles</td></tr> <tr><td>16-30 Miles</td></tr> <tr><td>31-60 Miles</td></tr> <tr><td>61-90 Miles</td></tr> <tr><td>91-120 Miles</td></tr> </table>	0-15 Miles	16-30 Miles	31-60 Miles	61-90 Miles	91-120 Miles	<table style="margin-left: 20px;"> <tr><td>\$ 9.00 cu.yd/\$67.00ton</td></tr> <tr><td>\$ 12.00 cu.yd/\$90.00ton</td></tr> <tr><td>\$ 16.00 cu.yd/\$120.00ton</td></tr> <tr><td>\$ 20.00 cu yd/\$150.00ton</td></tr> <tr><td>\$ 25.00 cu yd/\$185.00ton</td></tr> </table>	\$ 9.00 cu.yd/\$67.00ton	\$ 12.00 cu.yd/\$90.00ton	\$ 16.00 cu.yd/\$120.00ton	\$ 20.00 cu yd/\$150.00ton	\$ 25.00 cu yd/\$185.00ton
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5	<p>Vegetative debris, documented and validated by load-haul tickets, hauled from the TDSRS for final disposal at a Client approved recycling facility, disposal site or landfill</p> <p>Mileage Radius:</p> <p>0-15 Miles 16-30 Miles 31-60 Miles 61-90 Miles 91-120 Miles</p>	<p>\$ <u>9.00</u> cu yd/\$<u>67.00</u> ton \$ <u>12.00</u> cu yd/\$<u>90.00</u> ton \$ <u>16.00</u> cu yd/\$<u>20.00</u> ton \$ <u>20.00</u> cu yd/\$<u>50.00</u> ton \$ <u>25.00</u> cu yd/\$<u>85.00</u> ton</p>
6	<p>Tipping fees/disposal costs for all waste at final disposal site(s) shall be paid by CLIENT</p>	<p>Direct cost passed to client</p>
7	<p>Management, Processing and Loading of all eligible debris and/or residue at TDSRS sites. Includes locating, leasing (if required), preparing and layout of site management, maintenance and operation of the TDSRS, receiving, sorting, segregation, processing and reduction of debris (grinding, shredding, compacting, or otherwise reducing as directed by the Client), furnishing materials, supplies, labor, tools and equipment necessary to perform services, maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, safety measures, loading reduced/stored material, initiating load tickets for final disposition and closure and remediation of TDSRS.</p>	<p>\$ <u>12.00</u> cu yd/\$<u>90.00</u> ton</p>
8	<p>Hazardous Trees (standing) – Trees will be evaluated by the Client or its designated representative and shall make a determination of its condition (hazardous or non-hazardous). Trees designated hazardous shall be cut down and hauled to the TDSRS for reduction. Trees will be measured 24 inches above the ground must be at least 12 inches in diameter. Trees with branches remaining – FEE ONLY TO CUT TREE</p> <p>12"–13" diameter 13.1" – 24" diameter 24.1" – 48" diameter 48.1" and greater diameter</p>	<p>\$ <u>150.00</u>/tree \$ <u>250.00</u>/tree \$ <u>400.00</u>/tree \$ <u>750.00</u>/tree</p>
9	<p>Dangerous Hanging Limbs – will be considered any hanging/damaged tree limb having a diameter of 2" or greater that is above the ROW. The contractor at the Client's, or its designated representative, discretion and direction shall remove hangers according to the following costs:</p> <p>2" – 4" diameter 4.1" – 12" diameter 12.1" and greater diameter</p>	<p>\$ <u>35.00</u> /limb \$ <u>40.00</u> /limb \$ <u>45.00</u> /limb</p>
10	<p>Fallen Trees – The CONTRACTOR shall cut a fallen tree which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1 (a.)</p>	<p>\$ <u>100.00</u>/tree</p>
11	<p>White Goods – The CONTRACTOR shall load, haul, and dispose or recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws</p>	<p>\$ <u>90.00</u> /unit</p>

12	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, OSHA and local rules, regulations and laws and contractor must maintain all licenses to perform said work	\$ <u>60.00</u> /unit
13	Refrigerator Contents – Refrigerator contents shall be removed, staged if necessary, and hauled to the Parish's current contracted municipal solid waste facility	\$ <u>5,000.00</u> /ton
14	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR including monitoring stands at temporary and permanent landfill sites.	\$ <u>500.00</u> /unit
15	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	\$ <u>1.00</u> /unit
16	Debris Planning Efforts – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CLIENT These planning efforts shall include, but are not limited to, development of a <i>Debris Management Plan</i> , identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event	\$ <u>5,000.00</u> /unit
17	Closure and Remediation of the TDSRS – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by CONTRACTOR	\$ _____ /unit \$20,000.00
18	Reporting and Documentation – The CONTRACTOR shall provide and submit to the CLIENT all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA/State requirements	\$ <u>1.00</u> /unit
19	Hazardous Stumps (Removal, Backfill, Haul to TDSRS) – The removal and hauling of hazardous stumps is a unique process requiring specialized equipment Each stump will be measured by the Client and Contractor three (3) feet above normal ground level, to determine the diameter of the trunk Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the Client and recorded by inspector on a specific record provided by Client	<p>≤ 6" diameter \$ <u>0.00</u> each</p> <p>6 1" – 12" diameter \$ <u>0.00</u> each</p> <p>12.1" – 24" diameter \$ <u>300.00</u> each</p> <p>24 1" – 48" diameter \$ <u>600.00</u> each</p> <p>48 1" > diameter \$ <u>900.00</u> each</p>
20	Spoiled Food and Non-Hazardous Waste Removal and Disposal – The removal, loading, hauling, handling, staging, and hauling to the approved disposal site of spoiled food and non-hazardous waste that requires special handling required by the Client	\$ <u>5,000.00</u> /ton
21	Household Hazardous Waste (HHW) – Only when directed by the Client,	

	search safely accessible residential structures, including garages and detached outbuildings, and remove and stage on the right-of-way (ROW) all HHW and document reason any house that is considered inaccessible HHW will be removed and disposed by others	\$ 500.00 /municipal address
22	Private and Public Property Demolition and Debris Removal – The Contractor shall operate beyond the Public Right-of-Way (ROW) only as identified and directed by the Client. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety or property or ensure the economic recovery of the community at large. Such work includes but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW for later trucking and disposal by other pay items in the proposal. The work also includes disconnecting public utilities, coordinating with Private utility companies, removal of white goods to be put on the public ROW for pick-up under separate pay items, proper handling of asbestos containing materials as identified by Client	\$ 5.00 /sq ft of ground floor space
23	Removal of Unsafe Debris from Within Private or Public Structures - The Contractor shall operate within public or private structures only as identified and directed by the Client. Operations within private or public structures shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the removal and relocation of the debris within the structures to the public ROW for later trucking and disposal by other pay items in the proposal	\$ 3.00 /sq ft of improved floor space
24	Mold Remediation – The Contractor shall operate within public or private structures to remediate mold only as identified and directed by the Client. Operations within private or public structures shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the remediation of old hazardous mold within the structures and certify that the hazardous mold has been completely removed	\$ 5.00 /sq ft of improved floor space
25	TDSRS site development, maintenance and reclamation where applicable	\$ 25,000 per site, per week
26	TDSRS site procurement	Cost to be established by

NAME OF FIRM Phillips and Jordan, Incorporated

(This form must be completed and returned)

PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract of the firm is awarded the Contract by the State. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements, and any other documentation relating to this request, and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No 1, Dated 10/11/11, Addendum No. , Dated , Addendum No , Dated

Type of Organization (please check one): INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

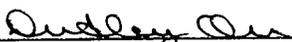
Phillips and Jordan, Incorporated PH - 828.479.3371 FAX - 828.479.3010

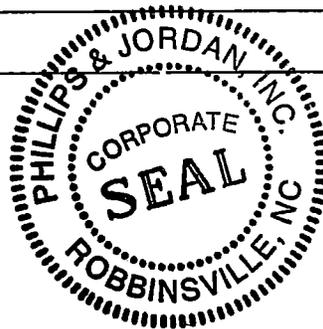
Firm Name Telephone Fax
6621 Wilbanks Road

Home Office Address
Knoxville, TN 37912

City, State, Zip
191 P and J Road, Robbinsville, NC 28771

Address: Office Serving State of Rhode Island, other than above

 October 21, 2011
Signature Date Dudley Orr, Vice President
(This form must be completed and returned)



Mobilization

CONTRACTOR will aggressively strive to mobilize the management, equipment, operators, and laborers required to begin debris removal operations according to the following schedule:

<u>Category 1 & 2</u>	<u>Category 3</u>	<u>Category 4</u>		<u>Category 5</u>
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours	-	100%	70%	60%
Within 1 week	-	-	90%	80%
Within 2 weeks	-	-	100%	90%
Within 3 weeks	-	-	-	100%

PROPOSED FEE SCHEDULE

EQUIPMENT

DESCRIPTION	UNIT COSTS			
	HOUR	DAY	WEEK	MONTH
30-60 TON CRANE	360.00	3,600.00	25,200.00	108,000.00
61-90 Ton CRANE	560.00	5,600.00	39,200.00	168,000.00
100 - TON CRANE	900.00	9,000.00	63,000.00	270,000.00
AIR CURTAIN INCINERATOR, SELF-CONTAINED SYSTEM	85.00	850.00	5,950.00	25,500.00
TUB GRINDER, 800- 1,000 HP	400.00	4,000.00	28,000.00	120,000.00
BACKHOE LOADER	105.00	1,050.00	7,350.00	31,500.00
SKID STEER LOADER	85.00	850.00	5,950.00	25,500.00
BROOM TRACTOR	110.00	1,100.00	7,700.00	33,000.00
BUCKET TRUCK WITH 50' - 60' ARM	160.00	1,600.00	11,200.00	48,000.00
BULLDOZER, TRACKED, D5 OR SIMILAR	105.00	1,050.00	7,350.00	31,500.00
BULLDOZER, TRACKED, D6 OR SIMILAR	110.00	1,100.00	7,700.00	33,000.00
BULLDOZER, TRACKED, D7 OR SIMILAR	115.00	1,150.00	8,050.00	34,500.00
BULLDOZER, TRACKED, D8 OR SIMILAR	120.00	1,200.00	8,400.00	36,000.00
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	65.00	650.00	4,550.00	19,500.00
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	70.00	700.00	4,900.00	21,000.00
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	78.00	780.00	5,460.00	23,400.00

10 hr day 7 day wk 30 day month

DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY	90.00	900.00	6,300.00	27,000.00
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	105.00	1,050.00	7,350.00	31,500.00
GENERATOR WITH LIGHTING, MOBILE	50.00	500.00	3,500.00	15,000.00
GRADER WITH 12' BLADE	65.00	650.00	4,550.00	19,500.00
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	105.00	1,050.00	7,350.00	31,500.00
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	135.00	1,350.00	9,450.00	40,500.00
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	175.00	1,750.00	12,250.00	52,500.00
PICKUP TRUCK	15.00	150.00	1,050.00	4,500.00
FLATBED TRUCK	48.00	480.00	3,360.00	14,400.00
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	125.00	1,250.00	8,750.00	37,500.00
WATER TRUCK	80.00	800.00	5,600.00	24,000.00
SERVICE TRUCK	80.00	800.00	5,600.00	24,000.00
FRONT-END LOADER, 950 OR SIMILAR	110.00	1,100.00	7,700.00	33,300.00
FRONT-END LOADER, 966 OR SIMILAR	120.00	1,200.00	8,400.00	36,000.00
FRONT-END LOADER, 980 OR SIMILAR	140.00	1,400.00	9,800.00	42,000.00
FRONT-END LOADER/BACKHOE 1.0-1.5 CUBIC YARD CAPACITY	125.00	1,250.00	8,750.00	37,500.00
SOIL COMPACTOR, UP TO 80 HP	65.00	650.00	4,550.00	19,500.00
SOIL COMPACTOR, 81 + HP	85.00	850.00	5,950.00	25,500.00
TEMPORARY OFFICE TRAILER	30.00	300.00	2,100.00	9,000.00
MOBILE COMMAND AND COMMUNICATIONS TRAILER	60.00	600.00	4,200.00	18,000.00

10 hr day 7 day wk 30 day month

HARARDOUS MATERIALS REMEDIATION AND ABATEMENT RATES

PERSONNEL

PROJECT CLASSIFICATION Rate	RATE PER HOUR
PROJECT COORDINATOR	155.00
FIELD HAZARDOUS MATERIAL (HM) MANAGER	110.00
HM CONTAIN AREA MANAGER	105.00
FIELD PROJECT SUPERVISOR	100.00
HM AREA SUPERVISOR	105.00
FIELD PROJECT FOREMAN	100.00
HM CONTAINMENT AREA FOREMAN	95.00
FIELD HM TECHNICIAN	75.00
HM CONTAIN AREA TECHNICIAN	75.00
HEALTH & SAFETY SPECIALIST	80.00
PROJECT ENGINEER	125.00
PROJECT GEOLOGIST	125.00
CHEMIST	125.00
REGULATORY MANAGER	110.00
EQUIPMENT OPERATOR	56.00
ASBESTOS ABATEMENT SUPERVISOR	105.00
ASBESTOS ABATEMENT WORKER	75.00
ASBESTOS INSPECTOR	75.00
TRUCK DRIVER	52.00
ADMINISTRATIVE ASSISTANT	50.00
CLERICAL	48.00

VEHICLES/TRANSPORTATION

DESCRIPTION	COST UNIT			
	HOUR	DAY	WEEK	MONTH
PICKUP TRUCK	15.00	150.00	1,050.00	4,500.00
PICKUP TRUCK EXTENDED CAB	18.00	180.00	1,260.00	5,400.00
PICKUP TRUCK 4 X 4	18.00	180.00	1,260.00	5,400.00
PICKUP TRUCK 1 TON	18.00	180.00	1,260.00	5,400.00
BOX TRUCK	24.00	240.00	1,680.00	7,200.00
PASSENGER CAR	12.00	120.00	840.00	3,600.00
20' RESPONSE TRAILER	24.00	240.00	1,680.00	7,200.00
36' RESPONSE TRAILER	28.00	280.00	1,960.00	8,400.00
OFFICE TRAILER	29.00	290.00	2,030.00	8,700.00
FLATBED TRAILER	20.00	200.00	1,400.00	6,000.00
VEHICLE USE - PICKUPS, VANS, CARS	25.00	250.00	1,750.00	7,500.00
VEHICLE USE - TRAILER, HEAVY TRUCKS	60.00	600.00	4,200.00	18,000.00
12' WORKBOAT W/MOTOR	25.00	250.00	1,750.00	7,500.00
12' WORK BOAT W/O MOTOR	15.00	150.00	1,050.00	4,500.00
VACUUM TRUCK 3500 GALLON	360.00	3,600.00	25,200.00	108,000.00

10 hr day 7 day wk 30 day month

PERSONAL PROTECTIVE EQUIPMENT (PPE)

DESCRIPTION	COST UNIT	
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	375.00	DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	270.00	DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)	175.00	DAY
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	33.00	EACH
CASCADE AIR SYSTEM PER EMPLOYEE	145.00	DAY
AIR FILTRATION PANAL	100.00	DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	275.00	DAY
RESPIRATOR AIRLINE 50' SECTION	250.00	EACH
HIGH HAZARD PERSONNEL DECONTAMINATION	300.00	DAY
LOW HAZARD PERSONNEL DECONTAMINATION	175.00	DAY
PERSONNEL RETRIEVAL SYSTEM	15.00	DAY
PERSONNEL RETRIEVAL HARNESS	20.00	DAY

DESCRIPTION	UNIT COST		
	EACH	DOZEN	GROSS
RESPIRATOR CARTRIDGES (PAIR)	40.00	480.00	5,760.00
LEVEL A SUIT - KAPPLER RESPONDER OR EQUAL	1,500.00	18,000.00	216,000.00
LEVEL B SUIT - KAPPLER RESPONDER OR EQUAL	400.00	4,800.00	57,600.00
TYVEK	50.00	600.00	7,200.00
PROSHIELD	150.00	1,800.00	21,600.00
SARANEX	180.00	2,160.00	25,920.00
ACID SUIT	220.00	2,640.00	31,680.00
RAIN SUIT	80.00	960.00	11,520.00
NEOPRENE GLOVES (PAIR)	18.00	216.00	2,592.00
NITRILE GLOVES (PAIR)	18.00	216.00	2,592.00
SILVERSHIELD GLOVES (PAIR)	100.00	1,200.00	14,400.00
PVC GLOVES (PAIR)	20.00	240.00	2,880.00
COTTON OR LATEX GLOVES (PAIR)	10.00	120.00	1,440.00
LEATHER WORK GLOVES (PAIR)	14.00	168.00	2,016.00
PVC BOOTS (HAZMAX) (PAIR)	175.00	2,100.00	25,200.00
BOOT COVERS (PAIR)	21.00	252.00	3,024.00
HEARING PROTECTION (PAIR)	10.00	120.00	1,440.00
PORTABLE EYEWASH STATION	25.00	300.00	3,600.00
FIRST AID STATION	45.00	540.00	6,480.00

DISASTER RECOVERY MONITORING/SAMPLING EQUIPMENT

DESCRIPTION	UNIT COST			
	HOUR	DAY	WEEK	MONTH
COMBUSTION GAS INDICATOR			cost	plus 20%
JEROME HYDROGEN SULFIDE DETECTOR			cost	plus 20%
JEROME MERCURY DETECTOR			cost	plus 20%
LUMEX MERCURY DETECTOR			cost	plus 20%
TOXIC GAS DETECTOR			cost	plus 20%
PHOTOIONIZATION DETECTOR			cost	plus 20%
HAZCAT KIT			cost	plus 20%
DETECTOR TUBES	PER TEN PACK		cost	plus 20%
PH PAPER	PER PACK		cost	plus 20%

PERSONNEL AIR SAMPLING PUMP			cost plus 20%
ASBESTOS BULK SAMPLE	PER SAMPLE		cost plus 20%
HAND AUGER STAINLESS STEEL			cost plus 20%

HEAVY EQUIPMENT

DESCRIPTION	UNIT COST			
	HOUR	DAY	WEEK	MONTH
MECHANIZED BROOM	70.00	700.00	4,900.00	21,000.00
BACKHOE	40.00	400.00	2,800.00	12,000.00
BACKHOE EXTENDAHOE	100.00	1,000.00	7,000.00	30,000.00
TRACKHOE 490 OR EQUIVALENT	90.00	900.00	6,300.00	27,000.00
BULLDOZER D4 OR EQUIVALENT	95.00	950.00	6,650.00	28,500.00
12 TON LOWBOY	100.00	1,000.00	7,000.00	30,000.00
50 TON LOWBOY	130.00	1,300.00	9,100.00	39,000.00
SKID STEER (BOBCAT)	45.00	450.00	3,150.00	13,500.00
DUMP TRUCK	65.00	650.00	4,550.00	19,500.00

RECOVERY EQUIPMENT

DESCRIPTION	COST UNIT			
	HOUR	DAY	WEEK	MONTH
HAND OPERATED TRANSFER PUMP			cost plus 20%	
1" DIAPHRAGM PUMP			cost plus 20%	
2" DIAPHRAGM PUMP			cost plus 20%	
2" DIAPHRAGM PUMP SS			cost plus 20%	
3" DIAPHRAGM PUMP			cost plus 20%	
1" SUCTION OR DISCHARGE HOSE			cost plus 20%	
2" SUCTION OR DISCHARGE HOSE			cost plus 20%	
3" SUCTION OR DISCHARGE HOSE			cost plus 20%	
2" CHEMICAL SUCTION OR DISCHARGE HOSE			cost plus 20%	
3" CHEMICAL SUCTION OR DISCHARGE HOSE			cost plus 20%	
SMALL COMPRESSOR			cost plus 20%	
185 CFM COMPRESSOR			cost plus 20%	
AIRHOSE SECTION			cost plus 20%	

MISCELLANEOUS EQUIPMENT

DESCRIPTION	COST UNIT			
	HOUR	DAY	WEEK	MONTH
PORTABLE LIGHT STAND	14.00	140.00	980.00	4,200.00
4000-5000 WATT GENERATOR	20.00	200.00	1,400.00	6,000.00
ELECTRICAL CORD SECTION (50')	1.00	10.00	70.00	300.00
SPIKE BAR	25.00	250.00	1,750.00	7,500.00
AIRLESS SPRAYER	35.00	350.00	2,450.00	10,500.00
PRESSURE WASHER	30.00	300.00	2,100.00	9,000.00
WATER HOSE SECTION (GARDEN)	3.50	35.00	245.00	1,050.00
CUTTING TORCH	2.00	20.00	140.00	600.00
WIRE WELDER	30.00	300.00	2,100.00	9,000.00
AIR BLOWER	20.00	200.00	1,400.00	6,000.00
HEPA VAC	60.00	600.00	4,200.00	18,000.00
BARREL CART	10.00	100.00	700.00	3,000.00
WHEELBARROW	7.50	75.00	525.00	2,250.00
OIL DRY SPREADER	14.50	145.00	1,015.00	4,350.00
TRAFFIC CONTROL VESTS, CONES, FLAGS, BARRELS, ETC.	60.00	600.00	4,200.00	18,000.00
DRILL WITH BITS	7.50	75.00	525.00	2,250.00
GROUNDING CABLE AND ROD	8.00	80.00	560.00	2,400.00
CIRCULAR SAW	3.50	35.00	245.00	1,050.00
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	10.00	100.00	700.00	3,000.00
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	7.50	75.00	525.00	2,250.00
WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	10.00	100.00	700.00	3,000.00
STEP LADDERS	5.00	50.00	350.00	1,500.00
EXTENSION LADDERS	7.50	75.00	525.00	2,250.00
PHOTOGRAPHIC EQUIPMENT	20.00	200.00	1,400.00	6,000.00
PORTA JOHN	5.00	50.00	350.00	1,500.00
FLASHLIGHTS	10.00	100.00	700.00	3,000.00
HANDHELD RADIOS	7.50	75.00	525.00	2,250.00
DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT	TBD	TBD	TBD	TBD

MATERIALS/DISPOSABLES

DESCRIPTION	COST UNIT		
	EACH	DOZEN	GROSS
5" X 10' ABSORBENT BOOM - PETROLEUM	48.00	576.00	6,912.00
8" X 10' ABSORBENT BOOM - PETROLEUM	60.00	720.00	8,640.00
3' X 12' ABSORBENT BOOM - UNIVERSAL	55.00	660.00	7,920.00
ABSORBENT PADS BUNDLE - PETROLEUM	85.00	1,020.00	12,240.00
ABSORBENT PADS BUNDLE - UNIVERSAL	100.00	1,200.00	14,400.00
ABSORBENT CLAY BAG	26.00	312.00	3,744.00
OIL DRY BAG	20.00	240.00	2,880.00
PEAT MOSS	19.00	228.00	2,736.00
VERMICULITE BAG	28.00	336.00	4,032.00
SODA ASH BAG BAG	60.00	720.00	8,640.00
4 MIL 20 X 100 POLYETHYLENE	35.00	420.00	5,040.00
6 MIL 20 X 100 POLYETHYLENE ROLL	75.00	900.00	10,800.00
6 MIL BAGS	19.00	228.00	2,736.00
DUCT TAPE ROLL	10.00	120.00	1,440.00
55- GALLON DRUMS	135.00	1,620.00	19,440.00
55- GALLON DRUMS LINER 10 MIL	205.00	2,460.00	29,520.00
FIBER DRUMS	200.00	2,400.00	28,800.00
30-GALLON OVERPACK	130.00	1,560.00	18,720.00
95 GALLON POLY OVERPACK	310.00	3,720.00	44,640.00
DOT HAZARDOUS WASTE LABELS	75.00	900.00	10,800.00
FIRE EXTINGUISHER	95.00	1,140.00	13,680.00
CAUTION/HAZARD TAPE ROLL	10.00	120.00	1,440.00
RESPIRATOR WIPES PACKAGE	18.00	216.00	2,592.00
KAPPLER TAPE ROLL	10.00	120.00	1,440.00

PAAWD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and

Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the

agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller. \

P1

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

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THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY
COMPLIANCE.

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-
2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE
SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT
BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE
STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON
DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR
THE DETERMINATION BY THE STATE TO DISCONTINUE THE
GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF
GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT

MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE2

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

