

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ASHBRITT, INC.
Deerfield Beach, Florida

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **AshBritt, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 565 East Hillsboro Boulevard, Deerfield Beach, Florida 33441.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Disaster Debris Clearance and Removal Services** Contract to become effective as of August 24, 2017, and to continue through August 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Disaster Debris Clearance and Removal Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Disaster Debris Clearance and Removal Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **DR09-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **DR09-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: 9-7, 2017

Signed for **AshBritt, Inc.**
Deerfield Beach, Florida:



Printed Name & Title: JOHN NOBLE C.O.O.

Date: 8/24, 2017

Attest for **AshBritt, Inc.**
Deerfield Beach, Florida:



Printed Name & Title: KELLY BECKMANN

Date: 8/24, 2017

Attachment A
Disaster Debris Clearance and Removal Services
AshBritt, Inc.
Contract No.: DR09-17

SCHEDULE 1 - UNIT RATE PRICE						
2.2	ROW Vegetative Debris Removal	\$ Per Cubic Yard (CY)	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
	Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.					
			0-100k CY	100k-500k CY	500k+ CY	
	0 to 15 miles	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 85.00
	16 to 30 miles	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25	\$ 92.50
	31 to 60 miles	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 99.50
	Greater than 60 miles	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 127.50
2.3	ROW C&D Debris Removal	\$ Per Cubic Yard (CY)	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
	Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.					
			0-100k CY	100k-500k CY	500k+ CY	
	0 to 15 miles	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 56.67
	16 to 30 miles	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25	\$ 61.67
	31 to 60 miles	\$ 9.95	\$ 9.95	\$ 9.95	\$ 9.95	\$ 66.33
	Greater than 60 miles	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 85.00
2.4	Demolition, Removal, Transport and Disposal of Non-	\$ Per Cubic Yard (CY)	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)

RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a End User approved final disposal site.		0-100k CY	100k-500k CY	500k+ CY	
	0 to 15 miles	\$ 17.95	\$ 17.95	\$ 17.95	\$ 89.75
	16 to 30 miles	\$ 18.95	\$ 18.95	\$ 18.95	\$ 94.75
	31 to 60 miles	\$ 19.95	\$ 19.95	\$ 19.95	\$ 99.75
	Greater than 60 miles	\$ 21.95	\$ 21.95	\$ 21.95	\$ 109.75
2.5 Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	\$ Per Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High-Range 500k+ CY	\$ Per Ton (Alternate)
0 to 15 miles	\$ 22.95	\$ 22.95	\$ 22.95	\$ 22.95	\$ 114.75
16 to 30 miles	\$ 23.95	\$ 23.95	\$ 23.95	\$ 23.95	\$ 119.75
31 to 60 miles	\$ 24.95	\$ 24.95	\$ 24.95	\$ 24.95	\$ 124.75
Greater than 60 miles	\$ 26.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 134.75

2.6	DMS Management and Operations		Low Range	Mid Range	High-Range	
	Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.					
		\$ Per Cubic Yard (CY)	0-100k CY	100k-500k CY	500k+ CY	\$ Per Ton (Alternate)
		\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 12.00
2.7	DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.		Low Range	Mid Range	High-Range	
		\$ Per Cubic Yard (CY)	0-100k CY	100k-500k CY	500k+ CY	\$ Per Ton (Alternate)
		\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 27.00

2.8	DMS Management and Reduction by Air Curtain Incineration	\$ Per Cubic-Yard (CY)	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
	Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.		0-100k CY	100k-500k CY	500k+ CY	
		\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 12.25
2.9	Haul-out of Reduced Debris to a End User Approved Final Disposal Site	\$ Per Cubic Yard (CY)	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
	Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User designated final disposal site.		0-100k CY	100k-500k CY	500k+ CY	
	0 to 15 miles	\$ 5.50	\$ 5.50	\$ 5.50	\$ 5.50	\$ 18.77
	16 to 30 miles	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75	\$ 23.04
	31 to 60 miles	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95	\$ 27.13
	Greater than 60 miles	\$ 11.75	\$ 11.75	\$ 11.75	\$ 11.75	\$ 40.10

SCHEDULE 1 - UNIT RATE PRICE (CONT'D)

2.10	Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	\$ Per Tree	
	6 inch to 12.99 inch diameter	\$ 95.00	
	13 inch to 24.99 inch diameter	\$ 125.00	
	25 inch to 36.99 inch diameter	\$ 250.00	
	37 inch to 48.99 inch diameter	\$ 325.00	
	49 inch and larger diameter	\$ 450.00	
	Hanger Removal (per Tree)	\$ 105.00	
2.11	Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	\$ Per Stump	
	24.1 inch to 36.99 inch diameter	\$ 295.00	
	37 inch to 48.99 inch diameter	\$ 395.00	
	49 inch and larger diameter	\$ 495.00	

2.12	ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing reffridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	\$ Per Unit	
	Reffridgerators and freezers requiring reffridgerant recovery and decontamination	\$ 125.00	
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$ 75.00	
2.13	Used Electronics Removal Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	\$ Per Unit	
		\$ 85.00	

2.14	Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	\$ Per Pound	
		\$ 25.00	
2.15	Abandoned Vehicle and Vessel Removal Work consists of the removal and transport of eligible abandoned vehicles and vessels.	\$ Per Unit	
	Passenger Car	\$ 300.00	
	Single Axle	\$ 300.00	
	Vessels less than 20 linear feet	\$ 300.00	
	Vessels 21 linear feet and greater	\$ 450.00	
	Double Axle	\$ 495.00	
2.16	Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	\$ Per Pound	
		\$ 4.50	

Schedule 2
Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	1	\$55.64	\$55.64
50' Bucket Truck	1	\$142.31	\$142.31
Crash Truck w/Impact Attenuator	1	\$120.90	\$120.90
Dozer, Tracked, D3 or Equivalent	1	\$98.46	\$98.46
Dozer, Tracked, D4 or Equivalent	1	\$98.46	\$98.46
Dozer, Tracked, D5 or Equivalent	1	\$127.33	\$127.33
Dozer, Tracked, D8 or Equivalent	1	\$238.61	\$238.61
Dump Truck, 16 +/- CY	1	\$85.60	\$85.60
Dump Truck, 20 +/- CY	1	\$90.95	\$90.95
Dump Truck, 38 +/- CY	1	\$112.35	\$112.35
Generator, 5.5 kW, List kW Capacity	1	\$81.34	\$81.34
Generator, 200 kW, List kW Capacity	1	\$444.18	\$444.18
Generator, 2,500 kW, List kW Capacity	1	\$1,620.88	\$1,620.88
Light Plant with Fuel and Support	1	\$188.32	\$188.32
Grader w/12' Blade (Min. 30,000 LB)	1	\$128.40	\$128.40
Hydraulic Excavator, 1.5 CY	1	\$150.87	\$150.87
Hydraulic Excavator, 2.5 CY	1	\$181.90	\$181.90
Knuckleboom Loader	1	\$144.45	\$144.45
Lowboy Trailer w/Tractor	1	\$69.55	\$69.55
Mobile Crane up to 15 Ton	1	\$219.35	\$219.35
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$101.65	\$101.65
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support	1	\$133.75	\$133.75
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$192.60	\$192.60
Vac Truck (Mist Capacity), List Capacity	1	\$401.25	\$401.25
Pickup Truck, 1 Ton	1	\$139.10	\$139.10
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1	\$110.00	\$110.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1	\$117.70	\$117.70
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1	\$114.50	\$114.50

Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1	\$117.70	\$117.70
Tub Grinder, 800 to 1,000 HP	1	\$240.75	\$240.75
Hydraulic Excavator, 1.5 cy (w/ thumb)	1	\$144.45	\$144.45
Hydraulic Excavator, 2.5 cy (w/ thumb)	1	\$160.50	\$160.50
Truck, Flatbed	1	\$74.90	\$74.90
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	1	\$12.84	\$12.84
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	1	\$118.77	\$118.77
Wheel Loader, 3 CY, 152 HP	1	\$149.80	\$149.80
Wheel Loader, 4.0 CY, 200 HP	1	\$171.20	\$171.20
Wheel Loader-Backhoe, 1.5 CY, 95 HP	1	\$133.75	\$133.75
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor
Operations Manager w/Cell Phone and .5 ton Pickup	1	\$128.40	\$128.40
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	1	\$53.50	\$53.50
Tree Climber/Chainsaw and Gear	1	\$90.95	\$90.95
Laborer w/Chain Saw	1	\$42.80	\$42.80
Laborer w/Small Tools, Traffic Control, or Flag person	1	\$37.45	\$37.45
Bonded and Certified Security Personnel			
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw,	1	\$308.89	\$308.89
Other – Please List			

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Service Description	Size or Type	Unit	Unit Price	
Heavy Equipment (Operator, fuel, maintenance included)				
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	\$	110.00
Backhoe	Cat 416	Hour	\$	101.65
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$	117.70
Wheel Loaders	Cat 950	Hour	\$	133.75
Wheel Loaders	Cat 966	Hour	\$	149.80
Wheel Loaders	Cat 980	Hour	\$	171.20
Tracked Loader	Cat 955	Hour	\$	144.45
Towed Loader w/ Tractor	Prentice 210	Hour	\$	149.80
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$	144.45
Self Loading Knuckle boom Truck	36-50 CY Body	Hour	\$	165.85
Self Loading Knuckle boom Truck	>50 CY Body	Hour	\$	199.00
Pup Trailer (pulled behind Knuckle Boom Truck	>45 CY Body	Hour	\$	59.00
Dozer	Cat D4	Hour	\$	92.02
Dozer	Cat D5	Hour	\$	127.33
Dozer	Cat D6	Hour	\$	141.24
Dozer	Cat D7	Hour	\$	195.81
Dozer	Cat D8	Hour	\$	238.61
Excavators	Cat 320	Hour	\$	150.87
Excavators	Cat 325	Hour	\$	181.90
Excavators	Cat 330	Hour	\$	212.93
Tractor w/ Box Blade	80 Hp	Hour	\$	53.50
Motor Grader	Cat 120G	Hour	\$	128.40
30 Ton Crane	30 Ton	Hour	\$	208.65
50 Ton Crane	50 Ton	Hour	\$	294.25
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$	508.25
Bucket Truck	Up to 50' reach	Hour	\$	142.31
Bucket Truck	50' to 75' reach	Hour	\$	176.55
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$	133.75
Mechanized Broom	Street Sweeper	Hour	\$	80.25
Water Truck	2000 Gallon	Hour	\$	118.77
Service Truck	N/A	Hour	\$	74.90
Stump Grinder	Vermeer 252	Hour	\$	90.95
Stump Grinder	Vermeer 752	Hour	\$	128.40
Stump Grinder	Vermeer 60TX	Hour	\$	144.45
Chipper w/ 2 man crew	Morbark Storm	Hour	\$	133.75
12-Foot Tub Grinder	Morbark 1200	Hour	\$	454.75
13-Foot Tub Grinder	Morbark 1300	Hour	\$	508.25
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$	625.95
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$	69.55
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$	117.70
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$	139.10
Truck Mounted Winch	Tow Truck	Hour	\$	96.30
Vacuum Truck/Jetter	3500 Gallon	Hour	\$	401.25
Hauling Vehicles (Operator, fuel, maintenance included)				
Dump Truck	5 to 15 CY	Hour	\$	80.25
Dump Truck	16 to 24 CY	Hour	\$	85.60
Dump Truck	25 to 34 CY	Hour	\$	90.95
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$	112.35
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$	123.05
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$	133.75

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Service Description	Size or Type	Unit	Unit Price	
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$	144.45
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$	165.85
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$	187.25
Transportation Vehicles (Operator, fuel, maintenance included)				
Pickup Truck	1/2 Ton	Hour	\$	96.30
Pickup Truck	3/4 Ton, Ext. Cab	Hour	\$	117.70
Pikup Truck, 4x4	4x4	Hour	\$	139.10
Pickup Truck	1 Ton	Hour	\$	139.10
Box Truck	3/4 Ton	Hour	\$	160.50
Passenger Car	Full size	Hour	\$	96.30
20' Response Trailer	20 Foot	Hour	\$	187.25
36' Response Trailer	36 Foot	Hour	\$	230.05
Flatbed Trailer	GWV to 450	Hour	\$	133.75
Transportation Vehicles (Operator, fuel, maintenance <u>NOT</u> included; loaned vehicles, insurance included)				
Pickup Truck	1/2 Ton	Day	\$	117.70
Pickup Truck	3/4 Ton	Day	\$	148.73
Pickup Truck	1 Ton	Day	\$	148.73
Box Truck	3/4 Ton	Day	\$	159.43
Utility Van	3/4 Ton	Day	\$	148.73
Passenger Van	9 Passenger	Day	\$	117.70
Passenger Car	Full size	Day	\$	117.70
Response Trailer	20-30 Foot	Day	\$	144.45
Personnel				
Project Coordinator (Operations Manager)	Individual	Hour	\$	128.40
Project Supervisor with Truck	Individual	Hour	\$	80.25
Superintendent with Truck	Individual	Hour	\$	80.25
Foreman with Truck	Individual	Hour	\$	53.50
Inspector with Vehicle	Individual	Hour	\$	45.48
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$	80.25
Safety Superintendent	Individual	Hour	\$	53.50
Mechanic with Truck and Tools	Individual	Hour	\$	85.60
Climber with Gear	Individual	Hour	\$	90.95
Operator with Chainsaw	Individual	Hour	\$	42.80
Laborer with Tools	Individual	Hour	\$	37.45
Traffic Control Personnel	Individual	Hour	\$	32.10
Ticket Writers	Individual	Hour	\$	37.45
Survey Personnel with Vehicle	Individual	Hour	\$	37.45
Project Engineer	Individual	Hour	\$	80.25
Equipment Operator	Individual	Hour	\$	58.85
Truck Driver	Individual	Hour	\$	48.15
Administrative Assistant	Individual	Hour	\$	37.45
Clerical	Individual	Hour	\$	37.45
Marine Resources (Fuel, maintenance included)				
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$	6,741.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	\$	7,490.00
33' Fast Barge with Winch	Crew of 2	Day	\$	4,494.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$	1,797.60
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$	1,198.40
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$	898.80
Tank Diver with Gear	Individual	Hour	\$	179.76
Hardhat Diver with Gear	Individual	Hour	\$	749.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Service Description	Size or Type	Unit	Unit Price	
Scuba Bottle Refill (Air)	80	Each	\$	18.19
Air Pump with multi breathing lines	Brownie Lung	Day	\$	599.20
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)				
Light Tower	w/ Generator	Day	\$	188.32
Office Trailer	40 Foot	Day	\$	165.85
Storage Container	40 Foot	Day	\$	101.65
Portable Eyewash Station	OSHA Spec	Day	\$	37.45
First Aid Station	OSHA Spec	Day	\$	133.75
Portable Toilet (Port a John)	Single	Week	\$	224.70
Observation Tower	USACE Spec	Each	\$	3,745.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Description	Unit	Price
Collection of debris-laden sand from ROW, hauling to the processing screen, screening and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$9.00

Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$9.00
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Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$9.00
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Canal Work

Description	Unit	Price
Canal Shoreline Restoration	Per Linear Foot	\$29.00

Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.

Canal/Marine Debris Removal	Per Cubic Yard	\$ 69.00
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Emergency Drinking Water and Ice Supply Price Schedules

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case)				
135 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
135-675	1-5	8.15 \$	0.30	\$ 1,078.25
810-1350	6-10	7.85 \$	0.29	\$ 1,038.56

1485-1500	11-20	7.65	\$	0.28	\$	1,012.10
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75 Cases/Pallet					
Cases	Pallets	Price/Case	Per Unit	Per Pallet	
75-375	1-5	9.63	\$	0.80	\$ 707.81
450-750	6-10	9.2	\$	0.77	\$ 676.20
825-1500	11-20	8.95	\$	0.75	\$ 657.83

Note:

Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

Description	Unit	
Packaged Ice Delivered	Per pound	\$0.50
Additional Ground Mileage	Per mile	\$3.39
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$79.63

Note:

1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.

2. Prices are valid for an annual term, at which time prices require renegotiation.

3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- (1) manufactured within no more than 120 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is not used);
- (3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- (4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA, and
- (5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

AshBritt, Inc. | Optional Services

Price Schedule A-Water_Ice

Disaster Response Man Camps/Comfort Services Price Schedule

Emergency Sleeping Quarters

Option 1

Option 2

1 - 168-Man Dormitory Structure	Unit Rental Price	1 - 200-Man Tension Tent	Unit Rental Price
Wood Floor w/ New Carpeting	\$ 155,110.87	Wood Floor w/ New Carpeting	\$ 179,544.33

Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 168 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental		Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 200 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental	
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Dining Facilities

Option 1

Option 2

<i>1 – Dining Structure for 500</i>	Unit Rental Price	<i>1 – Dining Structure for 350</i>	Unit Rental Price
Wood Floor w/ EventPro Flooring Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 2 – Personnel Doors 64 – 8' Banquet Tables 512 Folding Chairs Up to 4 Weeks Rental	\$ 118,322.06	Wood Floor w/ EventPro Flooring Air Conditioning/Combination Heating Units Power Generation Metal Halide Lighting Package 2 – Personnel Doors 44 – 8' Banquet Tables 352 Folding Chairs Up to 4 Weeks Rental	\$ 88,934.41

Restroom Facilities

Camp Service Facilities

Units for

Rental Price

Portable Toilet Facilities	150-Person Camp
Daily Cleaning & Service	250-Person Camp
4 Weeks Rental	500-Person Camp
\$ 18,988.74	
\$ 30,673.74	
\$ 60,116.25	

Shower Facilities

Laundry Facility

<i>1 - 14 Head Shower Trailer Unit</i>	Unit Rental Price	<i>1 – 7 Unit Laundry Trailer</i>	Unit Rental Price
Provides Shower Service for 350 People Each Unit Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental	\$ 88,596.90	Each Unit Contains: 7 – Top Load Washer Units 8 – Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles Up to 4 Weeks Rental	\$ 88,596.90

Cost Plus Man Camp Services

Rate

Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +23%
Grey and Black Water Removal	Cost +23%

Special Emergency Services

Rate

Emergency Clinics and Support Personnel	Cost +23%
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Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 932.75	\$ 2,798.25
56 kW Generator	\$ 1,420.65	\$ 4,261.95
100 kW Generator	\$ 1,701.50	\$ 5,104.50
175 kW Generator	\$ 2,703.13	\$ 8,109.39
250 kW Generator	\$ 4,563.30	\$ 13,689.90
320 kW Generator	\$ 4,686.30	\$ 14,058.90
500 kW Generator	\$ 6,252.50	\$ 18,757.50
800 kW Generator	\$ 7,790.00	\$ 23,370.00
1000 kW Generator	\$ 9,020.00	\$ 27,060.00
1500 kW Generator	\$ 11,783.40	\$ 35,350.20

*Additional equipment rates available upon request.

Notes:

1. Transportation charges included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

	Day	Week
Tails	\$ 7.07	\$ 14.15
Cables (400 amp) 50ft	\$ 106.09	\$ 176.81

Emergency Fuel Delivery/Management Price Schedule

Item/Equipment	Description	Net Rates	Rental/Labor Rate	Unit
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$75.00	\$93.75	Per day
1,000 gallon single wall tank	Portable Storage Tank	\$85.00	\$106.25	Per day
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$95.00	\$118.75	Per day
6,000 gallon or greater tank	Portable Storage Tank	\$150.00	\$187.50	Per day
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	\$20.00	\$25.00	Per day
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$150.00	\$187.50	Per hour
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$400.00	\$500.00	Per service
Truck with Man	Transport Truck w/trailer or Bobtail Truck	\$175.00	\$227.50	Per hour*
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$600.00	\$750.00	Per day
Mobile Fuel Station	12,000 Gal capacity on trailer	\$175.00	\$218.75	Per hour*
Frac Tank	20,000 gallon frac tank	\$200.00	\$250.00	Per day
Labor	Man to operate fuel station or fuel vehicles	\$75.00	\$93.75	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

Item	Description	Purchase Price	Unit
Fuel	Gasoline/Diesel/Aviation Fuel	Cost + \$0.74	Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor

- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telephone/Communication Services Price Schedule

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	\$ 98.00	Per week
Usage Cost, per phone	\$1.96	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	\$4,815.00
6 month	\$3,610.00
9 month	\$2,404.00
12 month	\$1,199.00

Bandwidth

Service	Monthly Cost
Disaster Response	\$1,988.00

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	Users
Disaster Response	10	768		2 10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4'x 6' enclosed tra 4'x 6' enclosed trailer
- 9,000 watt electric 9,000 watt electric start generator
- Andrew 4 watt 1.2 Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 intern VSAT 3100 internet modem
- Motorola HotZone Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power c Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
 - Canopy Networks
 - VoIP Telephone and Fax
 - Cell Phone Repeaters
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-

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Temporary Office Trailers, Mobile Command Center Price Schedule

Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit
Setup Fee:	\$ 1,387.00	One time
Single Unit	\$ 482.00	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit
Setup Fee:	\$ 1,542.00	One time
Single Unit	\$ 588.00	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

Category	Rate	Unit
Setup Fee:	\$ 2,055.00	One time
Single Unit	\$ 745.00	Per month

Chemical Toilets Price Schedule

Description	Rate
Port-o-let (per unit)	\$ 1,422.00
Port-o-let (per unit)	\$ 51.45

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)*	Rate (Per Month)**
4" Trash Pump Package	\$ 1,067.27	\$ 88.94	\$ 2,614.81	\$ 7,321.46
6" Trash Pump Package	\$ 1,621.75	\$ 135.15	\$ 3,973.29	\$ 11,125.22
6" Hydraulic Pump with Power Pack	\$ 1,192.37	\$ 99.36	\$ 2,921.30	\$ 8,179.63
8" Hydraulic Pump with Power Pack	\$ 1,781.79	\$ 148.48	\$ 4,365.38	\$ 12,223.06

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.
4. Includes installation, service and maintenance.

*= Week is equal to 7 days.

**= Month is equal to 30 days.

AshBritt, Inc. | Optional Services
Price Schedule G-EmergPumps

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Categories/Descriptions

Project Consultant (PC)	Hour	\$	125.00
Project Executive (PE)	Hour	\$	100.00
Project Manager (PM)	Hour	\$	60.00
Health & Safety Officer (HSO)	Hour	\$	60.00
Technical Specialist (Superintendent) (TS)	Hour	\$	55.00
Drying Technical (DT)	Hour	\$	55.00
Equipment Operator (EO)	Hour	\$	45.00
Remediation Worker (RW)	Hour	\$	37.50
General Labor (GL)	Hour	\$	29.00
Field Auditor (FA)	Hour	\$	40.00

Adhesive Remover	Gallon	\$	77.00
Anti-Microbial Coating	Gallon	\$	65.00
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$	3.75
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$	45.00
Bags, Trash	Roll	\$	75.00
Bags, Trash Environmental	Roll	\$	85.00
Box, Storage Cardboard	Each	\$	7.00
Brush, Long Handle/Scrub	Each	\$	9.00
Camera (Disposable, 27 exp. includes development)	Each	\$	29.95
Cleaner, General and all purpose	Gallon	\$	24.00
Cleaner, Electronic Grade	Gallon	\$	50.00
Decontamination Unit, Disposable	Each	\$	334.00
Duct, Lay Flat (500')	Roll	\$	375.00
Fuel	Gallon	Cost + 23%	
Negative Air Filters (Prefilters)	Each	\$	3.00
Negative Air Filters (Pleated)	Each	\$	6.00
Negative Air Filters (Main HEPA)	Each	\$	180.00
Poly Sheeting, Fire Retardant	Roll	\$	100.00
Poly Sheeting, Reinforced	Roll	\$	150.00
Rags, Cotton Cloth	Box	\$	50.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$	10.00
Respirator Cartridge, PAPR (Full-Face)	Each	\$	12.50
Spray Bottle w/ Trigger	Each	\$	3.50
Sprayue	Can	\$	2.50
Sponges, Soot Absorbtion	Each	\$	2.25
Suit, Disposable	Each	\$	6.00
Suit Tyvek	Each	\$	12.00
Tape, Duct	Roll	\$	5.45
Terry Wipes	Pound	\$	6.00
Towels	Case	\$	30.00

Dehumidification Unit (50cfm-100cfm)	Day	\$	70.00
Dehumidification Unit (110cfm-200cfm)	Day	\$	115.00
Dehumidification Unit (220cfm-300cfm)	Day	\$	135.00
Dehumidification Unit (500cfm-600cfm)	Day	\$	295.00
Dehumidification Unit (1000cfm)	Day	\$	515.00
Dehumidification Unit (2000cfm-2250cfm)	Day	\$	995.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Categories/Descriptions

Dehumidification Unit (4500cfm-5000cfm)	Day	\$	1,950.00
	Day	\$	2,450.00
Dehumidification Unit (8500cfm)	Day	\$	3,200.00
Dehumidification Unit (15,000cfm)	Day	\$	4,400.00
40 Ton AC Unit	Day	\$	810.00
100 Ton Chiller Unit	Day	\$	895.00
200 Ton Chiller Unit	Day	\$	710.00
Air Compressor (110 psi)	Day	\$	30.00
Air Compressor (125 psi)	Day	\$	170.00
Air Mover	Day	\$	25.00
Buffer, Floor	Day	\$	30.00
Cart, Tilt/Demolition	Each	\$	20.00
Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	\$	5.00
Electrical Dist. Panel (Spider Box)	Each	\$	55.00
Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	\$	4.60
Extraction Unit (Portable)	Day	\$	125.00
Extraction Unit (Trailer)	Day	\$	450.00
Filtration Unit	Each	\$	25.00
Fire Extinguisher	Each	\$	3.50
First Aid Kit	Each	\$	2.50
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	\$	12.00
HEPA Filtration Unit (10,000cfm)	Day	\$	300.00
HEPA Filtration Unit (2,000cfm)	Day	\$	95.00
Light, Portable	Each	\$	2.50
Light, Stand	Each	\$	15.00
Light, String	Each	\$	10.00
Mobile Command Center	Day	\$	445.00
Negative Pressure Recorder	Each	\$	50.00
Ozone Machine	Day	\$	120.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	\$	10.00
Pump, Small	Day	\$	40.00
Pump, Flood	Day	\$	135.00
Respirator, Negative Pressure (Half Face)	Each	\$	5.00
Respirator, PAPR (Full Face)	Each	\$	25.00
Radio, Job Site	Day	\$	10.00
Shower/Wash Station	Day	\$	135.00
Sprayer, Airless	Each	\$	65.00
Thermal Image Camera	Day	\$	195.00
Trailer	Day	\$	115.00
Truck, 24ft	Day	\$	95.00
Truck, Pick-Up	Day	\$	65.00
Truck, Water Extraction	Day	\$	200.00
Vacuum, (Wet/Dry)	Each	\$	25.00
Vacuum, HEPA	Each	\$	75.00
Van/Bus	Day	\$	95.00
Vent/Wall Cavity Drying Unit	Day	\$	350.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	\$	10.00
Washer, High Pressure (5,000 psi)	Day	\$	175.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Categories/Descriptions		
Washer, High Pressure (20,000 - 40,000 psi)	Day	TBD
Washer, HOTSYS	Day	
\$ 200.00		

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.

A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.

B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.

3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.

4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects.

5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Categories/Descriptions

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of \$125 per employee, per day for all employee classifications

F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. Equipment Rental Considerations.

A. Unscheduled Rental Equipment and Consumables. For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.

B. Unscheduled Purchased Equipment. If special equipment not listed above is purchased for the project the daily rental will be 10% of the purchase price.

AshBritt, Inc. | Optional Services

Price Schedule H-RestoreSrvcs

Temporary Warehousing Price Schedule

Option 1

Storage Containers

Description	Rate	Unit
40' Conex Box	\$2,940.00	Per month
20' Conex Box	\$1,960.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit
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82' w x 98' l, 10' side, 23' peak Structure	\$13,603.80 First month
	\$12,595.20 Each additional month
<hr/>	
	\$5,809.29 Per month (6 mo. min.)

Additional Accessories:

Gable vent fan	\$2,424.00 Per fan
Manual roll-up door	\$4,220.00 Per door
Single personnel door	\$2,169.00 Per door

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.
2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary depending on situational needs.

AshBritt, Inc. | Optional Services

Price Schedule I-TempWarehouse

Hazardous Materials General Labor Price Schedule

Title	Level	Abbr.	Rate	Unit
Project Manager	Upper Level	ULM	\$160.00	Per hour
Mid Level Manager	Middle Level	MLM	\$124.00	Per hour
Professional	Upper Level	ULP	\$116.00	Per hour
	Middle Level	MLP	\$105.00	Per hour
	Lower Level	LLP	\$85.00	Per hour
Technical	Upper Level	ULT	\$97.00	Per hour
	Middle Level	MLT	\$70.00	Per hour
	Lower Level	LLT	\$50.00	Per hour
Secretarial/Clerical			\$65.00	Per hour
Equipment Operator			\$55.00	Per hour
Laborer			\$40.00	Per hour
Per diem				\$135.00 Per day

Hazardous Materials Equipment/Materials Price Schedule

Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbant Boom -bags	Each	\$132.00
Absorbant Pads - boxes	Each	\$138.00
Air Compresor 185 cfm	Day	\$130.00
Air Compresor Small	Day	\$63.00
Air sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00

Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposable 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Ea/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbour Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$63.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00
Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	\$895.00

Hazardous Materials Equipment/Materials Price Schedule

Description	Unit	Rate
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
	Day	\$140.00
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00
Photoionization Dectector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00

1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Waterhose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00
Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00

Hazardous Materials Equipment/Materials Price Schedule

Description	Unit	Rate
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00
Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
Handheld Radios	Each	\$75.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3"x12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00
4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Labels (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Respirator Wipes	Box	\$20.00
ChemTape, 10' roll (Kappler)	Roll	\$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%