

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENVIRONMENTAL RESPONSE, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of November 7, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Environmental Response, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **November 14, 2012**, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Emergency and Routine Response Contract, Contract No. ADSPO13-036054**, which is attached hereto as **Exhibit A**. The **Emergency and Routine Response Contract** permits cooperative use by other governmental agencies including the City. The **Emergency and Routine Response Contract** is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **November 14, 2012**, until the date the contract expires on **March 31, 2015**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **March 31, 2017**. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until **March 31, 2017**.

2. Scope of Work; Terms, Conditions, and Specifications.
 - a) Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
 - b) Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
 - b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$15,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.
4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401
6. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Craig Johnson, P.E.
7070 W. Northern Avenue
Glendale, Arizona 85303
(623) 930-4100

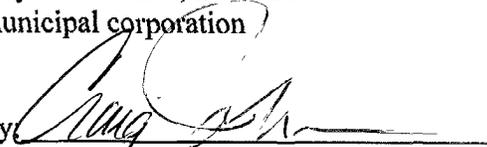
and

Environmental Response, Inc.
c/o ~~Paul Ryan~~ Greg Laney
2202 W. Medtronic Way, Suite 108
Tempe, AZ 85281
(480) 967-2802

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

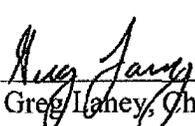
"City"

City of Glendale, an Arizona
municipal corporation

By: 
Craig Johnson, P.E., Director Water Services

"Contractor"

Environmental Response, Inc.,
an Arizona corporation

By: 
Greg Laney, Chief Executive Officer

ATTEST:


Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

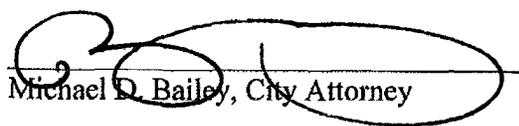

Michael D. Bailey, City Attorney

EXHIBIT A

State of Arizona Contract No. ADSP013-036054 - Emergency and Routine Response

ADEQ12-00001443
EMERGENCY and ROUTINE RESPONSE
Offer and Acceptance Award

TO THE DEPARTMENT OF ENVIRONMENTAL QUALITY:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License No.: 07-471544-U

Federal Employer Identification No.:

86 - 0752027

DUNS# 82-916-0522

Environmental Response, Inc.

Company Name

2202 W. Medtronic Wy., Ste 108

Address

Tempe AZ 85281
City State Zip

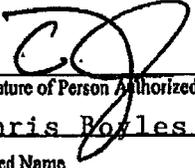
For clarification of this offer, contact:

Name: Greg Laney

Phone: 480-967-2802

Fax: 480-967-2735

Email: glaney@spray-eri.com


Signature of Person Authorized to Sign Offer

Chris Boyles

Printed Name

President

Title

Small business certification: Vendor is / is not a small business (less than 100 employees or has gross revenues of \$4 million or less)

Minority/Woman Owned Enterprise Certification (MB/WBE). Vendor is / is not a Minority Business Enterprise or Woman Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer is accepted by the State.

This contract shall henceforth be referred to as Contract No.:

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order or contract release document.

State of Arizona

Awarded this _____ day of _____, 2012

Robert Rocha

Chief Procurement Officer

PO CHANGE ORDER



State of Arizona
 100 N. 15th Avenue
 Suite 201
 Attention Procurement Group
 Phoenix, AZ 85007

VENDOR	Vendor Number: 9000007166 ENVIRONMENTAL RESPONSE INC 2202 West Medtronic Way, Suite 108 Tempe, AZ 85281
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Change Order Date: 01/29/14 Original PO Date: 11/14/12 Buyer: Ball, Brian Phone #: (602) 542-2090 Terms: Net 30 FOB:	Change Order Number 2 PO Number ADSP013-036054 : 0
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SHIP TO	State Procurement Office
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INVOICE	State Procurement Office
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Department	Bid Number	Requisition Number	Delivery Date
State Procurement Office			

Item	Class-Item	Quantity	Unit	Unit Price	Total
	(926-45) See Attachment 1 Price Schedule	0.00	JOB	\$ 0.00	\$ 0.00

Subtotal:	\$ 0.00
Tax:	\$ 0.00
Freight:	\$ 0.00
Discount:	\$ 0.00
Change Order	\$ 0.00
Previous Total:	\$ 0.00
Revised Total:	\$ 0.00

DIRECTOR OF PURCHASING/BUYER



Contract Change Order Summary

Contract No.: ADSPO13-036054

Change Order No.: 2

Date: January 24, 2014

State of Arizona
State Procurement Office
100 N 15TH Avenue, Suite 201
Phoenix, AZ 85007

Emergency and Routine Response ENVIRONMENTAL RESPONSE INC

1. In accordance with Special Terms and Conditions Paragraph 3.4, Contract Extension, the above mentioned contract is hereby amended as follows:
 - a. The term of the contract shall be extended an additional twelve (12) months through March 31, 2015.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 1.0 The contractor shall provide emergency and routine response to situations involving the release of hazardous substances and/or pollutants as defined in Arizona Revised Statutes (A.R.S.) §49-201. Hazardous substances are produced, used, transported, stored and disposed of statewide on a daily basis. The increasing use and transportation of hazardous substances will continue to increase the potential for incidents within the State of Arizona. A comprehensive and integrated approach to planning, preparedness, response and recovery from potential incidents involving hazardous substances and/or pollutants is necessary for the protection of the citizens of the State of Arizona. The State of Arizona must have the ability to efficiently and effectively respond to any threat which may affect the health and safety of the citizens of Arizona. When called to perform under this contract, the Contractor shall ensure the above stated purpose is satisfied.
- 2.0 The objective is to provide Using Agencies a means to cope with environmental emergencies as specified in any Task Order issued under this contract and in the identification and implementation of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by hazardous substances and/or pollutants. The contractor agrees that all work authorized under a Task Order shall be performed in conformance with all applicable Federal, state, and local laws, regulations, and rules including, but not limited to the following: Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and Superfund Amendments and Reauthorization Act (SARA), and future Superfund authorizations as enacted by Congress, Occupational Safety and Health Act (OSHA), Resource Conservation and Recovery Act (RCRA), Clean Water Act, Clean Air Act, Arizona Hazardous Waste Management act, Used Oil Management Act, Federal Motor Carrier Safety Regulations, Federal Hazardous Materials Regulations as adopted by the State of Arizona, Toxic Substance Control Act and all statutory requirements included within A.R.S. § Title 49 - The Environment, and A.R.S. § Title 45 -Water Quality.
- 3.0 **GENERAL REQUIREMENTS**
- 3.1 The Contractor shall provide for the emergency and routine identification, characterization, removal and disposal of hazardous substances and/or pollutants including, but not limited to: hazardous materials, hazardous wastes, emissions, and/or discharges released in any manner. The Contractor shall provide emergency response services to abate imminent health and environmental danger as determined by the Using Agency.
- 3.2 "Routine" is defined as any response that is executed 24 hours or more after a request from the State On-Seen Coordinator (SOSC) or State Agency Designated Representative (SADR). "Emergency" is defined as any response executed less than 24 hours after such a request. Emergency and Routine service rates are listed in the Price Schedule. Regardless of the response time, a response may be priced as either routine or emergency if agreed upon at the time of the request by the contractor and SOSC or SADR.
 - 3.2.1 The Contractor's services shall be used for the assessment, clean-up, removal, transportation and disposal of generated, abandoned, illegally dumped hazardous substances and/or pollutants or any release or threat of release in the State of Arizona, including Indian Lands, as well as the Colorado River.
 - 3.2.2 The Contractor shall have the capability to efficiently, effectively and safely identify, characterize the extent of, remove, transport and properly dispose of hazardous substances and/or pollutants in various quantities of varying degrees of hazard and under varying conditions.
 - 3.2.3 The Contractor shall agree that hazardous substances and/or pollutants may be, but are not limited to the following:
 - 3.2.3.1 Any uncollected material on or under the surface of the ground;
 - 3.2.3.2 In or on a body of water;

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality

Contracts and Procurement Unit

- 3.2.3.3 Air emissions; and
- 3.2.3.4 In containers above ground, on the ground, underground or submerged in a body of water (UST investigation and remediation services are not included, unless requested by the SOSC or SADR).
- 3.3 The Contractor shall have the capability to provide environmental sampling analysis from an Arizona Department of Health Services (ADHS) licensed laboratory. The Contractor shall document the laboratory's license status for submitted samples.
- 3.4 A SOSC or SADR will be assigned to each specific incident and the Contractor shall report directly to the SOSC or SADR.
- 3.5 The Contractor shall have an adequate health and safety training program for employees working around all hazardous substances and/or pollutant cleanups outlined in OSHA 29 CFR Part 1910. All employees engaged under this contract shall have and provide proof of current certification, upon request by the SOSC or SADR.
- 3.6 The Contractor shall take any response action, under the direction of the Using Agency, consistent with the terms and conditions of the contract, and in accordance with the directions of the Task Order. Task Orders may be issued verbally but will be formalized in writing within a reasonable amount of time. The Contractor shall provide personnel, labor, equipment and materials necessary to perform the requirements of the contract, which shall include the relevant areas of this Scope of Work, the approved Method of Approach and Task Order.
- 3.7 When requested, the Contractor shall provide a written, not to exceed assessment of the cost and a Method of Approach for each project (E/R) based upon the not to exceed prices stated in this contract.
 - 3.7.1 The Contractor shall be required to complete all work outlined by the Method of Approach in accordance with the not-to-exceed cost.
 - 3.7.2 The Using Agency shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances. If the SOSC or SADR determine that a revision to the original Method of Approach (assigned tasks and/or cost) are necessary, written documentation detailing the task and schedule revisions, the reasons for such revisions and cost adjustment will be considered by the Using Agency.
- 3.8 The Contractor shall agree and understand that the SOSC or SADR shall have full and final authority for, but not limited to the following:
 - 3.8.1 Determination of completion of each project;
 - 3.8.2 Review of daily cost figures;
 - 3.8.3 Approval of cleanup procedures;
 - 3.8.4 Disapproval of the use of certain equipment, personnel, materials, services and/or procedures;
 - 3.8.5 Hours of work and/or days of work;
 - 3.8.6 Establishment of proper safety protocol;
 - 3.8.7 Stopping work for safety, environmentally unsafe activities or procedures;

**Emergency and Routine Response
Scope of Work**

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.8.8 Approval of decontamination procedures; and
- 3.8.9 Approval of disposal sites and treatment technologies for waste generated from cleanups.
- 3.9 The Contractor shall agree that the completion of a project shall be based upon removal and disposal of all hazardous substances and/or pollutants, as well as final site restoration as determined by the SOSC or SADR.
- 3.9.1 The SOSC or SADR shall have authority as to the determination of completion of a project; and
- 3.9.2 The completion of a project shall be at the convenience of the Using Agency, as determined by the SOSC or SADR.
- 3.10 The Contractor shall submit upon request all copies of invoices for payment to the SOSC or SADR for review and approval.
- 3.10.1 The Contractor shall keep a complete record of all labor, equipment, materials and outside services expended in the performance of a project under this contract, and shall include such records with the final invoice for payment; and
- 3.10.2 The Contractor shall provide the daily costs for all goods and services to the SOSC or SADR, if requested.
- 3.11 The Contractor shall agree and understand that the contract is not an exclusive contract and that the State of Arizona and/or Using Agencies reserves the right to remove any hazardous substance and/or pollutant by any means necessary.
- 3.12 The Contractor shall provide expert testimony in support of the Using Agency, when deemed appropriate and as requested by the Using Agency.
- 3.13 Key personnel are considered Technical Level III and above. The Contractor shall assign specific individuals to key positions.
- 3.13.1 All key personnel are to be identified within the Contractor's Method of Approach and/or the Emergency Response Report. Once assigned to these positions under a project, key personnel shall not be removed or replaced without the prior written notification to and approval of the SOSC or SADR. As applicable, the SOSC or SADR for each specific project shall review and approve the key personnel list as soon as possible, but no later than two days after the project start date.
- 3.13.2 The Using Agency may request at their discretion, documentation to support any other personnel to insure these personnel possess the experience and expertise required for that personnel classification.
- 3.14 Health and Safety Program:
- 3.14.1 The Contractor shall prepare and implement site-specific health and safety plans for appropriate phases of work activity for its employees, subcontractors, subcontractors' employees and authorized personnel;
- 3.14.2 The Contractor may also be required to provide site-specific health and safety training to Using Agency staff;
- 3.14.3 The Contractor shall provide upon request, for approval, any written traffic control plans to the SOSC or SADR or designee;

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.14.4 The Contractor shall have an existing health and safety program which shall comply with OSHA (Reference 29 CFR 1910) and EPA commended standards (per CERCLA and/or RCRA) and shall include, but not be limited to, the following:
- 3.14.4.1 Firm's health and safety policies and responsibilities;
 - 3.14.4.2 Key personnel and their health and safety responsibilities;
 - 3.14.4.3 Employee responsibilities;
 - 3.14.4.4 Personal protective equipment capabilities, including respiratory protection programs;
 - 3.14.4.5 Standard work practices;
 - 3.14.4.6 Medical monitoring program for field personnel;
 - 3.14.4.7 Exposure monitoring program for field personnel; and
 - 3.14.4.8 Health and safety program documentation and record keeping.
- 3.14.5 Site-Specific Health and Safety Plans – Each site-specific health and safety plan shall comply with Federal and State requirements (EPA, CERCLA, RCRA or other site safety plan format) and may include, but not be limited to, the following:
- 3.14.5.1 Identification of key personnel for the project, including: Specific assignment for the project; and Health and safety responsibilities.
 - 3.14.5.2 Summary of risk assessment for the project, including: Threat to workers; Threat to nearby community (if applicable); Assessment of worker exposure; and Threat to the environment.
- 3.14.6 Air monitoring plan for the project, including: Ambient air quality; Assessment of community exposure (if applicable); Assessment of work exposure; and Determination of acute exposure to hazardous substances while working on site.
- 3.14.7 Personal protective equipment selected for the project. Designate level of preparedness i.e., Level A, B, C, or D.
- 3.14.8 Written specific decontamination procedures for personnel and equipment.
- 3.14.9 Listing of general safe work practices for on-site activities.
- 3.14.10 Description of security measures established for the site.
- 3.14.11 Area evacuation plan for employees, equipment and general populace.
- 3.14.12 Emergency response plans established for the project, including: On-site emergencies; Off-site emergencies; Nearby community protection (if applicable); and Medical response.
- 3.14.13 Worker training requirements for the project.

Emergency and Routine Response

Scope of Work

**Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit**

- 3.14.14 Medical surveillance program for field staff and SOSC and/or SADR, including: Determination that worker can use respiratory protection (if applicable); Determination on physical condition to withstand stresses such as heat stress; Specific biological monitoring of exposure conditions; and Documentation of the various elements of safety plan and site activities.
- 3.15 Personal Protective Equipment:
- 3.15.1 Vapors, gases, and particulates from hazardous substance response activities place response personnel at risk. For this reason, response personnel must wear appropriate personal protective clothing and equipment whenever they are near a site. The more that is known about the hazards at a release site, the easier it becomes to select personal protective equipment. There are basically four levels of personal protective equipment; Level A provides for the greatest potential to exposure to hazardous conditions, Level B requires the highest level of respiratory protection, with lesser levels of skin protection, Level C is required when the concentration and type of airborne substances is known and the criteria for using air purifying respirators is met. The main criterion for Level C is that atmospheric concentrations and other selection criteria permit wearing an air-purifying respirator, and Level D being the minimum protection required.
- 3.15.2 The Contractor shall provide appropriate and adequate personal protective equipment, including such items as respirators, rubber boots, disposable garments, gloves, etc. to the personnel responding. The personal protective equipment shall protect the employee from exposure to any harmful contaminants or physical or other hazards associated with the response.
- 3.15.3 Explosive environment: The contractor shall provide National Fire Protection Administration (NFPA) fire clothing, including head and boot gear.
- 3.15.4 The Contractor may be responsible for supplying personal safety clothing for the SOSC in emergency situations.
- 3.16 Response Equipment:
- 3.16.1 The Contractor shall provide an emergency response vehicle, which shall be stocked with equipment essential for initial containment, identification, cleanup, removal and disposal of hazardous substances and/or pollutants; and
- 3.16.2 Equipment to be included, but not limited to: Respiratory equipment, environmental suits and other personal protective equipment; identification, cleanup, removal and disposal of hazardous substances and/or pollutants.
- 3.17 Other Required Equipment:
- 3.17.1 Sampling equipment required to sample all environmental media including, but not limited to: groundwater; surface water; soil; stream sediments or solids and liquids contained in drums or bulk storage containers, etc. shall be available when responding;
- 3.17.2 Air monitoring equipment required to monitor organic vapor concentrations and explosive potential shall be available when responding;
- 3.17.3 Equipment and materials required to contain releases, neutralize spills, and containerize hazardous and solid wastes shall be available when responding;
- 3.17.4 Personnel safety equipment: respirators, rubber boots, disposable garments, gloves, etc. shall be available when responding;

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.17.5 Maintenance schedules and calibration documents for equipment used when responding shall be up-to-date and available for inspection by the Using Agency representative at the site or during normal working hours at the Contractor's facility;
- 3.17.6 Site security equipment used to barricade or prohibit entrance into the response site; and
- 3.17.7 The Using Agency shall have the right to approve or disapprove of any equipment proposed for use by the Contractor.
- 3.18 Subcontractors: A subcontractor is a person or entity who has a direct contract with the contractor to perform a portion of the work at the site. All subcontractors utilized on a project site must be listed in the contractor's method of approach and/or the contractor's Emergency Response Report. Once assigned to the project, subcontractors shall not be removed or replaced without the prior written notification to and approval of the SOSC or SADR. The SOSC or SADR for each specific project shall, when appropriate, review and approve the subcontractors list as soon as possible, but no later than two days after the project start date.
- 3.18.1 The Contractor shall list all subcontractors used (including their qualifications), licenses, supplies and laboratories used for sample analysis. Additionally, the Contractor shall provide a list of transporters, storage, disposal facilities, cultural resource survey subcontractors and any miscellaneous rental equipment subcontractors i.e., fencing, barricades, etc... Exclusive ties to a disposal facility or other subcontractor shall be identified. All subcontractors are to be identified within the Contractor's Method of Approach and/or the Emergency Response Report. The SOSC or SADR for each specific project shall, when appropriate, review and approve the subcontractor list as soon as possible, but no later than two days after the project start date. The Contractor shall make any adjustments to the list as directed by the SOSC or SADR.
- 3.18.2 Administrative expenses for providing items such as insurance, bonds, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management mark-up.
- 3.18.3 Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, Investigation Derived Waste (IDW) containerization and transportation, utility locators, archeologists, traffic control, equipment rentals, large material purchases and similar trade professions with the Using Agency's advance approval.

4.0 SPECIFIC REQUIREMENTS

- 4.1 Response Time: Within fifteen (15) minutes of verbal notification for service from the Using Agency, the Contractor shall verbally respond to the Using Agency. Within one (1) hour of verbal notification for service from the Using Agency, the Contractor's emergency response equipment and personnel shall be en route to the incident scene. At the request of the Using Agency, response equipment and personnel shall be capable of reaching any point in Arizona within ten (10) hours of the request.
- 4.1.1 Response to routine situations shall be based on availability of the Contractor. Routine billing rates shall be observed by the Contractor for these situations. Any response greater than 24 hours, from the time of notification to the Contractor, will be considered routine and shall be billed accordingly by the Contractor. In instances where the contractor is unable to perform the response within 72 hours, the Using Agency shall be informed of the potential delay as soon as possible.
- 4.1.2 The Using Agency may designate a response as an emergency response for situations that result in a greater than 24 hour response time.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.1.3 Situations that are designated as routine and are responded to in less than or equal to 24 hours shall be billed at the routine rate.
- 4.2 Initial On-Site Coordination:
 - 4.2.1 Upon arriving at the site, the Contractor shall: Communicate directly with the SOSC or SADR regarding the incident; record and preserve evidence; and conduct an initial survey. The survey shall include sufficient site specific information with the incident to enable the Contractor to propose a Method of Approach to accomplish the project in the most effective, efficient and safe manner possible.
 - 4.2.2 All media contacts shall be referred to the SOSC or SADR.
 - 4.2.3 The Contractor shall not begin response work until the SOSC or SADR have verbally approved the on-site Method of Approach. The Method of Approach shall define the types and quantities of response personnel, equipment, materials, subcontractors and any other pertinent items to be used to resolve the incident. The Contractor Method of Approach shall state the estimated time of completion and cost to resolve the incident.
 - 4.2.4 If free liquids or product have pooled upon a porous substrate or body of water, immediate action shall be taken to contain and collect such material. Upon approval from the SOSC or SADR, recovery of free product shall be carried out prior to the development of the on-site survey and Method of Approach.
 - 4.2.5 Preserve and record evidence as directed by the SOSC or SADR.
 - 4.2.6 Initiate measures to control traffic and maintain site security.
- 4.3 On-Scene Site Health and Safety Plan:
 - 4.3.1 Prior to doing any work at the site, the Contractor shall review a site-specific health and safety plan with all employees, subcontractors, subcontractor's employees and other authorized personnel.
 - 4.3.2 If time does not permit the development of a site-specific health and safety plan, the Contractor may develop an on-scene "tailgate" site health and safety plan.
 - 4.3.3 All Contractor and/or subcontractor personnel at the site shall review the health and safety plan and shall sign in and date acknowledging that they reviewed the health and safety plan prior to conducting any work at the site.
- 4.4 Containment and Countermeasures:
 - 4.4.1 Defensive actions shall be taken to protect the public health and welfare and the environment and may include, but not be limited to:
 - 4.4.1.1 Sampling and analysis to determine the identity, source, extent of contamination and disposal options of the hazardous substances and/ pollutants;
 - 4.4.1.2 Containing material at its source and preventing further acute flow, using absorbents or other materials to restrain the spread of the material, placing physical barriers to retard the spread of the material, constructing slurry trenches, earth moving, drum handling, containerizing and diverting surface water; and

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit.

- 4.4.1.3 Countermeasures including controlling water discharge from upstream impoundments, providing alternative drinking water supplies on a temporary basis, security, recovery of product, measurement and abatement of hazardous vapors, transportation, storage and disposal of contaminated materials.
- 4.5 Abatement Activities: Clean up and mitigation actions shall be taken to recover the material from the affected media. These actions shall include whatever steps are necessary and have been approved by the SOSC or SADR and are in accordance with all applicable Federal, State and local laws and regulations.
- 4.6 Sampling and Analysis:
- 4.6.1 Analytical activities shall be accomplished on a rapid turnaround basis or through an on-site mobile laboratory to provide appropriate chemical and physical analysis. Written analytical results requiring the use of a fixed-base laboratory shall be reported on a timely basis of sample collection, unless otherwise directed by the SOSC or SADR.
- 4.6.2 At the discretion of the Using Agency, the Contractor shall provide a plan for the laboratory analysis of samples, including but not limited to the following:
- 4.6.2.1 Name of the analytical laboratory;
- 4.6.2.2 Qualifications of laboratory and its personnel;
- 4.6.2.3 Methods of analysis available;
- 4.6.2.4 Quality assurance procedures;
- 4.6.2.5 Chain-of-custody procedures;
- 4.6.2.6 Laboratory Reports – Copies of the laboratory report shall be delivered to the Using Agency on a regular and timely basis after collection of any sample; and
- 4.6.2.7 Arizona Department of Health Services license number.
- 4.7 In undertaking analysis of samples, the Contractor shall:
- 4.7.1 Use safe handling procedures and generally accepted laboratory practices i.e., proper sampling technique, sample preparation, preservation, holding times, etc. to prepare and analyze for the presence or absence of specific organic and inorganic compounds in gas, liquid and solid samples in accordance with EPA publication SW-846, entitled Test Methods for Evaluating Solid Waste, Physical/Chemical Methods.
- 4.7.2 Document all the results and data. This data may be used by the Using Agency to determine the existence and extent of threats to the public and the environment posed by the release and in civil and/or criminal litigation of the responsible party which requires strict adherence to chain-of-custody protocol, document control and quality assurance procedures.
- 4.7.3 Provide all quality control data and raw data as specified along with analytical reports to the Using Agency.
- 4.8 Material identification/Haz-cat Testing: Initial material identification field tests, such as “fingerprinting” or haz-cat testing shall be performed immediately for unknown materials and the results logged in field notes at the time of the investigation.

**Emergency and Routine Response
Scope of Work**

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.9 **Waste Profile Samples:** All necessary sample analysis shall be performed to properly identify and profile the material(s) being disposed.
- 4.10 **Confirmation Samples:** In a case where soil contamination has taken place, confirmatory sampling shall take place to assure that the all contaminated soil has been removed. The Arizona Soil Remediation Levels are the applicable standards for remediation goals involving contaminated soil. Proper sampling, methodology and handling are required to assure clean up goals have been attained. All sampling and analysis techniques will be in accordance with SW-846. The Contractor shall determine the number and location of confirmatory samples to be taken.
- 4.11 **Duplicate Samples:** To assure compliance with regulatory statutes, at a minimum, three (3) samples and one (1) duplicate sample are required to be taken to confirm that Arizona Soil Remediation Levels have been achieved. Additional duplicate samples will be required at a determined rate of one (1) duplicate sample per ten (10) confirmation samples.
- 4.12 **Sample Location Diagram:** The Contractor shall be required to produce a diagram indicating the location, number, analysis and results of each sample point. Sample location diagrams shall include the size of excavation (length, width and depth), the location and distance of the excavation in relation to fixed objects i.e., trees, buildings, etc., sample location points and analysis results.
- 4.13 **Restoration:** At the request of the SOSC or SADR, actions shall be taken to repair or replace items damaged by the response operations and to restore the damaged environment to as near pre-incident conditions as possible. Such actions may include, but not limited to, soil replacement, backfill, compaction, grading, paving and revegetation and/or reseeded.
- 4.14 **Transportation:**
- 4.14.1 All transportation and removal of hazardous substance and/or pollutants from the site shall be provided by the Contractor. Proper shipping documents i.e., waste manifests, bills of lading, chain-of-custody forms, etc., shall be completed and signed by the applicable individuals i.e., transporter, generator, generator representative, etc., prior to removing any materials from the site for disposal or analysis.
- 4.14.2 Hazardous waste manifests shall be prepared and signed by the generator or the Using Agency representative. If the Using Agency representative authorizes, the Contractor may prepare and sign the manifest.
- 4.15 **Storage and Disposal:**
- 4.15.1 The Contractor shall provide for storage and disposal for all materials that require disposal. Documentation will be required to indicate that proper storage and disposal methods were attained. Submittals of disposal records i.e., certificates of disposal/recycling, land disposal restriction forms, etc., are required to show that all materials were stored and disposed of properly.
- 4.15.2 In the event that disposal facilities impose a local or state tax on disposal, the Contractor shall pay the tax and then invoice the Using Agency for the exact amount of the tax.
- 4.16 **Cultural Resource Survey:**
- 4.16.1 Pursuant to A.R.S. §41-864, the Land Managing Agency (LMA), SOSC or SADR shall notify the State Historical Preservation Office (SHPO) of the incident within 48 hours. The notice shall request the SHPO's opinion regarding the need for a Cultural Resource Survey (CRS).

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.16.2 If the SHPO recommends to the LMA, SOSC or SADR that a CRS is warranted, the LMA, SOSC or SADR will notify the Contractor, who shall be responsible for ensuring that the CRS is performed. The CRS may be done before, during or after the emergency response, as determined by the LMA, SOSC or SADR.
- 4.16.3 Within 30 days of the completion of the CRS, the Contractor shall submit three (3) copies of the CRS Report to the LMA, who will transmit one (1) copy to the SHPO and one (1) copy to the SOSC or SADR, if requested.
- 4.16.4 The Contractor shall make any revisions to the CRS Report that are deemed necessary by the LMA, SOSC or SADR, in consultation with the SHPO.
- 4.17 Reporting – Emergency Response Report:
- 4.17.1 The Contractor shall be required to submit an Emergency Response (E/R) Report specific for each emergency response. The Contractor shall submit the requested number of copies of the E/R Report to the appropriate Using Agency. Each Using Agency may have specific requests of the Contractor in regards to each E/R Report submitted i.e., number of draft reports (if any), number of final reports, additional material to be included, etc.
- 4.17.2 Unless otherwise directed by the SOSC or SADR, the above required Report shall be submitted as follows:
- 4.17.2.1 The Report shall be due within thirty (30) days after the conclusion of field activities; and
- 4.17.2.2 Should the SOSC or SADR return the Report with their comments, changes, etc., the Contractor shall appropriately address and/or change the Report, which shall be due back to the SOSC or SADR within five (5) business days unless the SOSC or SADR allows for more time.
- 4.17.3 **Emergency Response Report Format:** “Unless directed by the Using Agency, the report shall include”. The Report shall include all the data elements described below and maintain the order as indicated below, however the Contractor may reproduce the Report data elements onto their own software, which should be in Microsoft Word or PDF format. Additionally, the Contractor shall provide an electronic version of the Report compatible with Using Agency software. This may be accomplished by electronic mail. The contractor shall certify on the “Report” that all the information in or attached to the Report is complete and accurate to the best of the contractor’s knowledge.
- 4.17.3.1 *Contractor Information:* Contractor’s name, address, phone number, fax number, and Contractor Project Identification number;
- 4.17.3.2 *Generator Information:* Generator name, address, contact, project Identification number, phone number, and fax number;
- 4.17.3.3 *SOSC or SADR Information:* SOSC or SADR name, address, contact, Project Identification number, phone number, and fax number;
- 4.17.3.4 *E/R Information:* E/R call received by, date, time, location of E/R, County, Township, Range, Section, Global Positioning System, Latitude/Longitude, Universal Transverse Mercator;

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

4.17.3.5 Incident Description:

- **Scene Description:** description of the scene upon arrival to the site, proximity to houses, schools, wells, surface water, washes, vegetation, current land use, related human/environmental exposures.
- **Hazardous Substances/Pollutants Involved:** types of hazardous substance/pollutants involved in the incident.
- **Chemical Hazards:** flammability, corrosively, reactivity, toxicity characteristics, explosion-risks, etc.
- **Physical Hazards:** slip/trip/fall hazards, traffic conditions, venomous wildlife, extreme heat, etc.
- **Spill Dimensions:** length, width and depth of spilled material.
- **Spill Quantity:** estimate of amount spilled (gallons, pounds, kilograms, cubic yards, etc.).
- **Responsible party information to include carrier name, DOT #, vehicle description**
- **Contaminated Media:** type of media that was contaminated (soil, concrete, asphalt, carpet, etc.).
- **Injuries Present:** individuals that were injured before, during or after the E/R took place that were directly involved with the response actions.

4.17.3.6 **On Scene Information:** List all Contractor personnel involved in the E/R, time of arrival, time of departure, date of arrival, date of departure, name and title of SOSC or SADR and other additional on-scene information.

4.17.3.7 **Response Actions to Contain/Clean Up Substance/Pollutant:** Brief description of activities that took place to remediate the site, including soil removal, sampling activities, restoration activities, backfilling (source, amount, etc.), the applicable Arizona Soil Remediation Levels (contaminant-specific), etc.

4.17.3.8 **Equipment/Materials Being Used, PPE Involved and Vehicles:** A list of all equipment, materials, personal protective equipment and vehicles used during the response action.

4.17.3.9 **Subcontractors Being Used:** A list of all subcontractors involved with the response action and their service that was provided.

4.17.3.10 **Materials Removed and Disposed From Site:** List materials that were removed and disposed from the site, including drums, contaminated media, solid waste, etc.

4.17.3.11 **Location and Method of Disposal/Recycling:** Indicate the location of final disposal and methods that will be used for disposal (landfill, incineration, stabilization, recycling, etc.). All documentation related to transport and disposal (waste manifest, certificate of disposal, etc.) must be included in the report.

4.17.3.12 **Drawing and/or Diagrams of E/R Scene (Site Map):** Site map shall include North direction arrow, scale or distances, permanent reference points (buildings, trees, etc.) types of ground cover (soil, gravel, asphalt, concrete, etc.), locations of spills and/or drums, location of samples and depths, etc.

Emergency and Routine Response Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

4.17.3.13 Remaining Items shall be Submitted with the Report:

- Laboratory analysis results, chain-of-custody forms, manifests, bills of lading forms, land disposal restriction (LDR) forms, etc.
- Minimum of three (3) maps including a 7:5' Topographic map, site map and sample location map.
- Photographs directly related to the E/R Scene (before, during and after).
- A site-specific health and safety plan.
- Project-specific Certificate of Insurance

4.17.3.14 Additional information may be attached to the Report.

4.18 The Contractor shall not direct charge expendables or other items that are normally part of their inventory, unless the item is specifically priced in the "Price Schedule" or approved by the Using Agency on a case by case basis. The following list of items shall be included in the Contractor's inventory. *For any individual Task Order which is of unusual magnitude or circumstances, the Contractor may request the Using Agency to approve direct reimbursement of a specific item for that Task Order only.*

- 4.18.1** Air Purifying Respirator.
- 4.18.2** Level D Personal Protective Equipment including: Hard Hat, Safety Glasses, Ear Plugs and Steel Toed Boots.
- 4.18.3** Oil, Grease, Filters, etc. necessary for operation of equipment.
- 4.18.4** Maintenance/Service Vehicle or Trailer.
- 4.18.5** Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow).
- 4.18.6** Sampling Tools (stainless steel pails, sleeves, pans, trowels, drum thieves, calawasi tubes, etc.).
- 4.18.7** Sampling Supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, etc.).
- 4.18.8** Field tools (shovels, brooms, axes, spades, etc.).
- 4.18.9** Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.).
- 4.18.10** Emergency Egress System.
- 4.18.11** Drum/Barrel Punch for sampling and/or emptying drums.
- 4.18.12** Welding Stand, including torch, protective gear, and supplies.
- 4.18.13** Cutting Torch and protective gear.
- 4.18.14** Portable Eye Wash.

**Emergency and Routine Response
Scope of Work**

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.18.15 Saws; Hand and/or Electrical (chain, cut, band, circular, etc.).
- 4.18.16 Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc.).
- 4.18.17 Metal Detector.
- 4.18.18 pH Meter, Conductivity Meter, ORP Meter, Thermometer.
- 4.18.19 Combustible Gas Indicator.
- 4.18.20 Oxygen Meter
- 4.18.21 Organic Vapor Analyzer.
- 4.18.22 Trash Can, Trash bags.
- 4.18.23 Vacuum Cleaner.
- 4.18.24 Any type of Safety Pumps or Safety Meter Monitors including (Explosion, Expl/Oxygen, HNu (PID), OVA (PID), IRD, Oxygen, Radiation, Aerosol, Cyanide, etc.).
- 4.18.25 Field Personnel Decontamination Station.
- 4.18.26 Hand Held Radio.
- 4.18.27 Telephone, plain paper facsimile machine, including telephone cords/jacks etc.
- 4.18.28 Computers and/or any associated equipment and supplies.
- 4.18.29 Photocopy Machine.
- 4.18.30 Batteries, Flashlight.
- 4.18.31 Ice, Drinking Water Cooler/Ice Chest and Electrolytic Fluid Replacements for Workers.
- 4.18.32 Tape (duct, strapping, electrical, warning, hazardous, etc.).
- 4.18.33 Hoses, including suction/discharge hoses for pumps.
- 4.18.34 Hose Nozzle or Head, Sprinklers.
- 4.18.35 Chairs, Tables, Desks or other Furniture.
- 4.18.36 Extension Cords.
- 4.18.37 Office supplies (pens, pencils, grease, glass, jar markers, drum markers, all other makers, paper, calculators, paper clips, staplers, office tape, staple removals, folders, notebooks, etc.).

**Emergency and Routine Response
Scope of Work**

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

The Job Classifications: Technician I, II, III and IV shall possess a minimum of 40 hour Hazardous Materials Operations training set forth under the Occupational Safety and Health Administration (OSHA) certification program as stated in OSHA 1910.120. Technician I, II, III and IV must complete the Federal Emergency Management Agency IS-100 Incident Management and IS-700 National Incident Management System training. Additional job specific training and/or certifications deemed necessary by OSHA for specific tasks are also required such as Confined Space Entry, Powered Industrial Truck, etc... The SOSOC or SDAR will review any additional training and/or certifications to ensure that the Technicians meet the OSHA requirements.

PERSONNAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Technician I	<ul style="list-style-type: none"> * Perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to disposal facility in accordance with DOT and EPA requirements. * Determine and utilize proper personal protective equipment. * Maintain equipment and supplies. * Maintain records. * Familiar with equipment operations. * Knowledge of all Federal, State and local regulations. 	<ul style="list-style-type: none"> * Shall have six (6) months or more of experience performing simple and routine tasks or tests under close supervision by a Technician III or higher job classification. * No education restriction.

**Emergency and Routine Response
Scope of Work**

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONNAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Technician II	<ul style="list-style-type: none"> * Perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to storage or disposal facility in accordance with DOT and EPA requirements. * Determine and utilize proper personal protective equipment. * Maintain equipment and supplies. * Maintain records. * Operate equipment (forklift, pumps, lifts, compressors and vehicles). * Knowledge of all Federal, State and local regulations. * Implement and follow emergency response procedures. * Implement and follow Site Health and Safety Plan. 	<ul style="list-style-type: none"> * Shall have two (2) years of direct experience in performing job description involving cleanup of hazardous substances and/or pollutants. * No education restriction.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Technician III	<ul style="list-style-type: none">* Perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to storage or disposal facility in accordance with DOT and EPA requirements.* Assist in the supervision of Technicians I and II.* Assist in coordination of field activities.* Communication with SOSC/SADR.* Determine and utilize proper personal protective equipment.* Maintain equipment and supplies.* Maintain records.* Operate equipment (forklift, pumps, lifts, compressors and vehicles).* Comprehensive knowledge of all Federal, State and local regulations.* Implement emergency response procedures.* Implement and follow Site Health and Safety Plan.	<ul style="list-style-type: none">* Shall have three (3) years of direct experience in performing job description involving cleanup of hazardous substances and/or pollutants.OR* a Bachelor's degree with one (1) year of direct experience in a related field.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONNEL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Technician IV	<ul style="list-style-type: none">* Perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to storage or disposal facility in accordance with DOT and EPA requirements.* Assist in the supervision of Technicians I, II and III.* Assist in coordination of field activities.* Communication with SOSC/SADR.* Determine and utilize proper personal protective equipment.* Maintain equipment and supplies.* Maintain records.* Perform Site safety meetings.* Knowledge of equipment operation (forklift, pumps, lifts, compressors and vehicles).* Comprehensive knowledge of all Federal, State and local regulations.* Implement emergency response procedures.* Develop, implement and follow Site Health and Safety Plan.	<ul style="list-style-type: none">* Shall have five (5) years of direct experience in performing job description involving cleanup of hazardous substances and/or pollutants.OR* a Bachelor's degree in Biology, Chemistry, Engineering or be an Industrial Hygienist, and shall have three (3) years direct experience.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Equipment Operator	<ul style="list-style-type: none">* Perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to storage or disposal facility in accordance with DOT and EPA requirements.* Operation and maintenance of all equipment. <i>Do truck drivers also repair equipment. Seems rather broad.</i>* Determine and utilize proper personal protective equipment.* Maintain equipment and supplies.* Maintain records.* Follow Site Health and Safety Plan.	<ul style="list-style-type: none">* Shall have at least one (1) year of direct experience in operating equipment and demonstrative proof or documentation showing competency in safe equipment operation and maintenance. Shall have at least one year of direct experience in performing job description involving the cleanup of hazardous substances and/or pollutants.* No education restriction.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Project Supervisor	<ul style="list-style-type: none">* Supervise and perform projects specific to all hazardous waste operations including, but not limited to, confined space entry, spill response, hazardous categorization, packaging, labeling, manifesting, loading and transporting hazardous materials to storage or disposal facility in accordance with DOT and EPA requirements.* Supervise activities of Technician I, II, III, IV, and Equipment Operators..* Coordination of all field activities.* Write project Method of Approach.* Direct responsibility for communication with SOS/ADR.* Evaluate, determine, utilize and monitor use of proper personal protective equipment.* Comprehensive knowledge of all Federal, State and local regulations.* Implement emergency response procedures.* Develop and implement Site Health and Safety Plan.* Provide, review and validate complete documentation on all activities including, but not limited to, reports, invoices, manifests, shipping labels, handling, shipping and packaging, etc.	<ul style="list-style-type: none">* Shall have five (5) years of direct experience in performing job description involving cleanup of hazardous substances and/or pollutants. OR* a Bachelor's degree in a related field and three (3) years direct experience.

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONNEL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Field Services Manager	<ul style="list-style-type: none">* Communication with SOSC/SADR regarding job progress.* Ensure project deliverables are timely, complete and accurate.* Ensure invoices are complete, timely and accurate.* Ensure compliance with DOT, EPA, Federal, State and local regulations.* Review job hazards, Site Health and Safety Plan, disposal sites, and all records of compliance.* Develop proposals and quotations for projects.* Ensure Emergency Response Reports are timely, complete and accurate.* Manage the Project Supervisor.* Review and approve project Method of Approach.	<p>* Shall have eight (8) years of direct experience, to include a minimum of three (3) years of direct supervisory experience in performing job description involving cleanup of hazardous substances and/or pollutants.</p> <p>OR</p> <p>* a Bachelor's degree in a related field and five (5) years direct experience, to include a minimum of three (3) years of direct supervisory experience.</p>

Emergency and Routine Response

Scope of Work

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

PERSONAL JOB CLASSIFICATION

Job Classification	Job Description	Experience, Education & Training
Administrative Services	* Support of Field Services Manager and staff, including correspondence, proposal/quotation preparations, invoices, project tracking, documentation preparation, distribution and filing, etc.	* Shall have at least one year of direct experience in hazardous waste industry and demonstrative proof or documentation showing competency in the use of word processing, spreadsheet, database management, and other electronic media software. * No education restriction.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

1. Purpose

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances and/or pollutants within the State of Arizona. This is a multi-year, multi-task Contract for the assessment, containment, decontamination, mitigation, removal, treatment, transportation, disposal, restoration and stabilization of hazardous substances and/or pollutants for use as a Strategic Contracting Center (SCC) contract. This Contract will be known as the Environmental Services "Emergency Response" Contract. The Emergency Response contract will be used to implement the Value in Procurement Program as directed by the Governor's Efficiency Review initiative. The terms and conditions within this section shall apply to the "Emergency Response" contract and any Task Orders resulting from this contract, as applicable.

2. Definitions

- 2.1 **Accepted Standard:** Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.
- 2.2 **Best Management Practices:** Shall mean a method or combination of methods that is used in the treatment, storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.
- 2.3 **Consultant:** Shall mean a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- 2.4 **Firm Fixed-Price:** Shall mean a process utilized for acquiring supplies and services for a mutually agreed upon fixed price that once established will not vary according to the amount of work performed.
- 2.5 **Not-to-Exceed Time & Materials:** Shall mean a process utilized for acquiring supplies and services on the basis of direct labor hours at specified fixed hourly rates, and used only when it is not practical at the time of awarding the Task Order to estimate accurately the extent or duration of the work.
- 2.6 **Remediation:** Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site.
- 2.7 **Task Order:** Shall mean a written document signed by the Using Agency Contract Officer that is issued for the purpose of placing orders against the contract. The Task Order must include a funding source and not to exceed dollar amount and should include any other requirements directed by the Using Agency.
- 2.8 **Task Order Amendment:** Shall mean a written document signed by the Using Agency Contract Officer that is issued for the purpose of making changes in the Task Order.
- 2.9 **Task Order Scope of Work:** Shall mean the scope of work as presented within this contract for a specific project, with other relevant additional information and requirements such as site descriptions and additional invoicing requirements, prepared by the Using Agency.
- 2.10 **Teaming Arrangement:** Shall mean an arrangement where the Contractor presents another Contractor's key personnel for Task Order assignments, but does not maintain an employee relationship or other contractual relationship with those key personnel.
- 2.11 **Using Agency:** Shall mean any Agency/Organization that is authorized to acquire services under this contract.

3.0 General

- 3.1 **Contract Type:** Firm Fixed price. Individual Task Orders shall be awarded on a specific project basis and the pricing arrangement shall be in accordance with the terms of this Contract as specified in the Task Orders.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.2 **Multiple Awards:** Multiple awards are intended.
- 3.3 **Term of Contract:** The term of the Contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein.
- 3.4 **Contract Extension:** By Contract Amendment, any resultant Contract may be extended for supplemental periods of up to a maximum of 48 months. If ADEQ exercises such rights, all terms, conditions and provisions of the original Contract shall remain in effect and apply during the renewal period, with the possible exception of price. An Hourly Rate increase granted at the time of Contract extension shall not increase the Hourly Rates for existing Task Orders.
- 3.5 **Amendments:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- 3.6 **Estimated Usage:** Any Contract resulting from this Solicitation shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of work that may be performed under any resulting Contract.
- 3.7 **Non-Exclusive Contract:** The State has the right to procure the services listed herein from Contractors other than those awarded Contracts pursuant to this Solicitation when necessary to meet the requirements of the State.
- 3.8 **Removal of Contractor's Employees:** The Contractor agrees to utilize only experienced, responsible and capable people in the performance of this Contract. The Using Agency may require that the Contractor remove from a project, employees who endanger persons or property or whose continued employment under a Task Order is inconsistent with the interests of the Using Agency.
- 3.9 **Out-Of-State Personnel:** Written approval of the Using Agency shall be obtained by the contractor prior to importing the services of out-of-State personnel in conjunction with a Task Order.
- 3.10 **Ownership of Materials:** All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the Using Agency, free from any claim or retention of right on the part of the Contractor, its agents, Subcontractors, officers or employees.
- 3.11 **Safety Standards:** All services provided under a Task Order shall comply with the current applicable OSHA Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
- 3.12 **Applicable Law:** In accordance with A.R.S. §41-2501 and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.
- 3.13 **Non-Availability of Funds:** In accordance with A.R.S. §35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.14 **Audit of Records:** In accordance with to A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.15 **Conflict of Interest:** In accordance to A.R.S. §38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.16 **Scrutinized Business:** In accordance with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.17 **Arbitration:** In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.18 **Disputes:** The contract and Task Order(s) resulting from the contract are not subject to arbitration. The ADEQ (Contract) and the Using Agency (Task Order) and the contractor shall meet to discuss and attempt to resolve any dispute. However, should the dispute go unresolved to the satisfaction of both parties, the contractor shall have the right to pursue the Arizona Procurement Code/Administrative Appeal Process for claims, prior to an appeal to the judicial system.
- 3.19 **Lobbying:** Contractor shall not engage in lobbying activities, as defined in 40 CRF pt. 34 and A.R.S. §41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all contracts with subcontractors.
- 3.20 **Eligible Agencies (Statewide):** This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement as required by A.R.S. §41-2632.
- 3.21 **Protection of Property:** The Contractor shall protect any property from damage and/or loss arising in connection with a Task Order and shall be liable for any damage, injury or loss caused by Contractor's operations or those of their employees.
- 3.22 **Arizona Office Location & Minimum Staffing:** The Contractor shall maintain and utilize an Arizona office contact, which facilitates responding to and administering the Contract and any resulting Task Order(s). The Contractor shall maintain and provide to the ADEQ and the Using Agency (Task Orders) current names, phone numbers, facsimile numbers, etc. of the critical points of contact.
- 3.22.1 The Contractor shall employ qualified staff to fulfill the Scope of Work as presented within this contract. This shall consist of at least one employee to fulfill each position described in the "Personnel Classification" section of the Price Schedule.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.23 **Subcontractor Relations:** The contractor shall require each subcontractor to be bound by the terms of the contract documents and to assume toward the contractor all the obligations and responsibilities which the contractor assumes toward the Using Agency. Each subcontract agreement shall preserve and protect the rights of the Using Agency and the State of Arizona under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights and shall allow to the subcontractor the benefit of all rights, remedies and redress against the contractor that the contractor, by the contract documents, has against the Using Agency and the State of Arizona.
- 3.24 **Financial Capability:** The Using Agency may request the Contractor and any of the Contractor's Subcontractors to provide a certified statement of Financial Capability.
- 3.25 **E-Verify:** In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.
- 3.26 **Non-Discrimination:** In accordance with A.R.S. §41-1461, contractor shall provide equal employment opportunities for all person, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.27 **Small, Women/Minority Owned Business Utilization:** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 3.28 **Federal Immigration and Nationality Act:** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.29 **Certification of Small Business and Disadvantage Business Enterprises (DBE):** It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows: City of Phoenix, City of Tucson, Small Business Association (SBA), Arizona Department of Transportation (ADOT) and Environmental Protection Agency (EPA).
- 3.30 **Purchase Card Program:** The State of Arizona has implemented a purchasing card program. Participating contractors may receive payments from State agencies via this purchasing card program in the same manner as other credit card type purchases. Contractor(s) should consult with their servicing bank to discuss this program and all applicable fees.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.31 **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls acceptable to the ADEQ or Using Agency for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in any records obtained from the ADEQ or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
- 3.32 **Confidentiality (End-users):** Notwithstanding aggregate usage statistics used for reporting purposes, the contractor shall keep confidential all information concerning individual end-users. The contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party. The contractor shall not retain or reuse information about the end-users in their own operations.
- 3.33 **Defective Products:** All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the State or Using Agency within a reasonable time after initial notification to the contractor.
- 3.34 **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.35 **Administrative Fee:** Contractor shall assess an administrative fee in the amount of one (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative -- including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand the applicability of this fee.

Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient.

Arizona Department of Administration
State Procurement Office
Attention: 'Statewide Contract Administrative Fee'
100 N. 15th Avenue, Suite 104
Phoenix, AZ 85007.

Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. The submission schedule shall be as follows:

January through March (Q1) – Due by April 30
April through June (Q2) – Due by July 31
July through September (Q3) – Due October 31
October through December (Q4) – Due January 31

Administrative fees shall be included in the contract's unit prices for all products and services sold under the contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees shall not be assessed separately in the contract or within any invoice issued under the contract, in the form of a separate line item. Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 3.36 **Pricing:** Pricing as submitted on the Price Schedule shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fees, taxes, profit, overhead, general and administrative expenses, and all other related charges. Administrative expenses shall include billing preparation (including backup documentation), proposal preparation and all other related administration activities.
- 3.37 **Price Adjustment:** ADEQ may review a fully documented request for a price increase to be effective one year after the contract start date. ADEQ shall determine whether the requested price increase or an alternate option is in the best interest of the State of Arizona. Price increase requests will only be considered 60 days prior to Contract extension and shall be for factors the Contractor was not aware of at the time of Offer submission. If a price increase request is received after the allotted time frame the requested price increase will not be accepted. All submitted prices shall be Rounded to the nearest dollar (\$38.49 = \$38.00 or \$38.50 = 39.00).
- 3.38 **Price Reduction:** A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.
- 3.39. **Certificate of Insurance Form Submittal:** The contractor is required to submit a Certificate of Insurance. The contractor shall submit the certificate within 15 days of contract award. The contractor shall continually monitor and submit an updated Certificate of Insurance as material changes, expiration, and/or cancellation occurs. The Certificate of Insurance shall meet or exceed the requirements for Insurance as delineated within the contract. The contractor shall not perform contract services under the contract until the Insurance requirements are met.
- 3.39.1 The Contractor should use the industry standard Certificate of Insurance form and include the contract number on the form. The contractor shall submit the form to:
- Arizona Department of Environmental Quality
Contracts and Procurement Unit
1110 West Washington Street
Phoenix, Arizona 85007
Attn: Stephen Castillo
- 3.39.2 The contractor shall submit any project specific (Task Order) Certificate of Insurance to the Using Agency that required it. The submission requirements should be contained within the specific Task Order. The contractor shall not submit project specific Certificates of Insurance to ADEQ.
- 4.0 **Task Orders**
- 4.1 **Task Order Contract:** The Task Order shall govern the Contractor's and Government's rights and obligations with respect to the individual Task Order. Any Task Order awarded pursuant to the "Emergency Response" contract shall be construed as a Task Order contract and shall contain all the necessary contractual elements required by the "Emergency Response" contract. The Task Order term will not exceed five (5) years, except as provided in the Arizona Procurement Code, 41-2546. The Using Agency will not materially alter the intent of the "Emergency Response" contract through a Task Order.
- 4.2 **Authorized Work:** Any work pursuant to this Contract shall only be authorized by a Task Order, however, verbal notification is authorized as determined by the Using Agency. As soon as possible, but no later than two business days after verbal notification, the Using Agency shall issue a Task Order. The Contractor shall not begin performance of any billable work without first receiving verbal notification or a signed Task Order from the Using Agency or designee.
- 4.3 **Availability of Contractor:** The Contractor shall be available immediately upon receipt of the verbal notification or a signed Task Order and remain available to the Using Agency throughout the period of performance as stated in the Task Order.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.4 **Task Order Administration:** Any Task Order issued as a result of this contract will include a contact person and phone number, within the Using Agency who will provide contract administration for the Task Order. The Using Agency will perform all activities necessary to provide for any reports required under this contract for any Task Order issued under their Agency. Using Agencies will assign a unique number for each Task Order issued which must clearly indicate the Agency of Record. The Using Agency will maintain all files related to any Service that the Using Agency procures pursuant to this contract. The files will be organized in a logical and professional manner and be available for public inspection.
- 4.5 **Task Order Contractor Selection Process:** The Task Order file will specify the selection method(s) to be used for each specific project. Negotiations, if applicable, will be documented in the Task Order file. The Using Agency shall place a Task Order with the contractor whom represents the most advantageous or greatest value to the Using Agency based upon the following criteria:
- 4.5.1 Past Performance under the contract;
 - 4.5.2 Scope & complexity of the work to be performed;
 - 4.5.3 The mix of resources a contractor must have to perform expected task order requirements;
 - 4.5.4 Site location;
 - 4.5.5 Available capacity;
 - 4.5.6 Conflict of Interest; and/or
 - 4.5.7 Price/Cost.
 - 4.5.8 Criteria are not listed in order of importance. The relative importance of each criterion will be determined at the time a requirement is received and based upon that particular requirement.
 - 4.5.9 To the extent feasible, the Using Agency will use available in-house information to evaluate each contractor for cost, proximity, past performance and/or any other of the criteria listed above, but may request such information, or additional information from the contractor(s) if deemed necessary. The method of evaluation for issuance of a task order, using some or all of the above listed criteria, will be tailored to the specific requirements of the proposed task and will be identified to the contractor(s) if it is deemed necessary that additional information be requested from the contractor(s) to determine which contractor should be selected to perform the work under the task order.
- 4.6 Once task order rates are established, the contractor shall not request nor receive an increase to those rates due to an increase in the "Emergency Response" contract rates.
- 4.7 **Award:** The Task Order award will be documented in the Task Order file and be available to the public upon request. The award will contain sufficient detail to reflect the significant considerations controlling price and the other terms of the Task Order.
- 4.8 **Labor:** The contractor shall at all times enforce strict discipline and good order among the workers on the project and shall not employ or continue to employ any unfit person on the project or any person not skilled in the assigned work. In addition, if the contractor receives written notification from the Using Agency complaining about any employees, subcontractors or anyone who is a hindrance to proper or timely execution of the work, the contractor shall remedy such complaint without delay to the project and at no additional cost to the Using Agency. This term and condition shall be included in all contracts between the contractor and subcontractors at all tiers.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.9 Permits, Fees and Notices: The contractor shall secure and pay for any permits, governmental fees, licenses and inspections necessary for proper execution of the work which is customarily secured and which are legally required. The contractor shall comply with and give notices required by law and/or administrative rule at all levels of government.
- 4.10 Laboratory Services: The contractor must have the capability to provide environmental sampling and/or analysis from an Arizona Department of Health Services (ADHS) licensed/certified laboratory (a fixed base facility) or an National Voluntary Laboratory Accreditation Program (NVLAP) accredited analytical laboratory and participate in an American Industrial Hygiene Association (AIHA) and the National Institute for Occupational Safety and Health (NIOSH) proficiency analytical test (PAT) program and/or a mobile laboratory meeting the capabilities under A.R.S. §36-495 et. Seq. and the rules promulgated there under, as required by the Scope of Work. The contractor shall be required to implement document control and chain of custody procedures.
- 4.11 Safety and Environmental Compliance: The Using Agency may request the Contractor and any of the Contractor's subcontractors to provide information concerning safety and environmental compliance.
- 4.12 Conflict of Interest: The Contractor shall submit a written disclosure regarding the existence of any real or potential Conflict of Interest as defined in A.R.S. §38-501 et seq. that the Contractor, individual employee, or applicable Subcontractor(s) may have. The following shall be considered Conflict of Interest:
- 4.12.1 The existence of a current financial relationship between the Contractor and the Conflicting Party within the past five years. Financial relationship includes:
- 4.12.1.1 Owning money to, or being owed money by a Conflicting Party;
- 4.12.1.2 Having performed work for a Conflicting Party and having issued a warranty or guarantee for the work that is still in effect;
- 4.12.1.3 Allowing a Contractor employee to work on the Task Order project area if that Contractor employee was an employee of a Conflicting Party or was an employee of a Contractor to a Conflicting Party within the previous two years; and
- 4.12.1.4 Acceptance by the Contractor of any gifts or gratuities from a Conflicting Party.
- 4.12.2 The existence of a past financial relationship in which the Contractor provided opinions or conclusions to a Conflicting Party.
- 4.12.3 The existence of a potential Conflict of Interest between a Contractor and a Conflicting Party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a Contractor may create the impression that a Conflict of Interest and/or a similar improper relationship exists between a particular Conflicting Party and the Contractor. An appearance of impropriety may exist even if a real Conflict of Interest (as defined above) does not exist. The Using Agency will make a determination in the best interests of the Using Agency on a specific project basis.
- 4.12.4 It shall be the duty of the Contractor to report in writing to the Using Agency any of the real or potential Conflict of Interest situations, as noted above, within five days of when the Contractor knew or should have known of their existence.
- 4.12.5 The Contractor shall provide and maintain adequate procedures and controls to ensure that if a real or potential Conflict of Interest arises or is discovered between the Contractor and a Conflicting Party, that the Using Agency is notified within five days of when the Contractor knew or should have known of their existence.
- 4.12.6 The Using Agency reserves the right to waive Conflicts of Interest as it deems in its best interest.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.12.7 All proposed Subcontractors shall be subject to the same Conflict of Interest provisions as stated above. Conflict of Interest provisions must be included in all Contracts with Subcontractors.
- 4.12.8 The disclosure statement shall address all Conflicting Party relationships. The Contractor is to provide along with its disclosure statement, information on its financial and business relationship with all Conflicting Parties and with the Contractor's parent companies, subsidiaries, affiliates, Subcontractors or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).
- 4.12.9 The Contractor shall not provide data generated or otherwise obtained in the performance of a Task Order to any party other than the Using Agency, or its authorized agents for the life of the Task Order, and for a period of five years after completion of the Task Order except as directed by the Using Agency.
- 4.12.10 The Contractor shall not accept employment from any party other than State or Federal agencies for work directly related to the Task Order project area(s) under the Contract for five years after the Task Order has terminated. ADEQ may exempt the Contractor from this requirement through a written release.
- 4.13 Subcontractor Mark-Up: The contractor shall be allowed a percentage of subcontractor mark-up, not to exceed 5% for each approved subcontractor. The subcontractor must be approved by the Using Agency to be eligible for such mark-up.
- 4.14 Stand By Time: The contractor shall not receive any payment for standby time (i.e., equipment and labor either on site or held elsewhere and not used in conjunction with the project) for labor, equipment or materials if such standby time is the fault of the contractor or any sub contractor. Payment shall be made only for equipment, labor, and material actually used with provisions for payment for equipment in transit, portal to portal. However, standby time, if thirty (30) minutes or more, will be an authorized charge if such delays are due to the fault of the Using Agency or any of its agents. Costs for standby time may be negotiated between the contractor and the Using Agency.
- 4.15 Teaming Arrangements: Teaming arrangements to fulfill the minimum personnel requirements or to accomplish the scope of work of this contract shall not be permitted.
- 4.16 Responsible Party: The Using Agency may direct the Contractor to perform contract environmental services for a designated third party. The Using Agency shall notify the Contractor, in advance in event that a third party is designated as the responsible party. The responsible party shall be responsible for the payment of all allowable and relevant costs for the environmental services provided by the Contractor and the State of Arizona or the Using Agency shall not be responsible or liable for any costs, fees or damages relating to the work performed by the Contractor for the responsible party. The Contractor has the right to refuse to perform any environmental services if third party is designated as the responsible party.
- 4.17 Fixed Rates for Services: Fixed labor rates, as listed in the Price Schedule, apply to all individuals working under this contract. Fixed equipment rates apply to all equipment items listed in the Price Schedule. Fixed rates for labor and equipment items apply whether supplied by the Contractor, Subcontractor or short-term lease/rental agreement.
- 4.17.1 If the Using Agency requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated by the Using Agency for that specific project, retroactive to the date the equipment was first utilized on site.
- 4.17.2 If the Using Agency requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated by the Using Agency for that specific project, retroactive to the date the labor category was first utilized on site.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

4.18 Liquidated Damages:

- 4.18.1 Liquidated Damages – Delay in Starting Operations: It is agreed by the State of Arizona and the contractor that a delay in the approved schedule for starting operation of a project will cause delay to the Using Agency and the State. In the event such delay is attributable to the performance failure of the contractor, the contractor agrees to pay damages to the Using Agency and the State. The State of Arizona and the contractor further agree that it may be impractical and difficult to ascertain and determine the actual damages sustained by the Using Agency and the State in the event of such delay; it is therefore agreed that the contractor shall be required to pay the Using Agency the sum of \$500.00 per calendar workday for each day, or part of a day, for such delay in the completion of the project beyond the date in the approved schedule, for projects under \$25,000.00 and \$1,000.00 per calendar work day for projects in excess of \$25,000.00.
- 4.18.2 Liquidated Damages – Failure to Meet Contract Requirements: It is agreed by the State of Arizona and the contractor that a failure to meet the contract requirements will cause damage to the Using Agency and the State. In the event such failure is attributable to the performance or lack of performance by the contractor, the contractor agrees to pay damages to the Using Agency and the State. The State of Arizona and the contractor further agree that it may be impractical and difficult to ascertain and determine the actual damages sustained by the Using Agency and the State in the event of any reason of such failure; it is therefore agreed that the contractor shall be required to pay the Using Agency the sum of \$1,000.00 for each day from the date contract requirements were due until the date they are provided.
- 4.18.3 Payment of Liquidated Damages: In the event of a claim by the Using Agency that the contractor has failed to perform any of the requirements as defined in the Scope of Work, and a decision by the Using Agency to assess liquidated damages therefore, the Using Agency shall notify the contractor in writing of the claim and the assessment.
- 4.19 Mercury Containing Lamps: This contract may be used for the recycling, removal, transport, or disposal of mercury containing lamps and PCB and/or non-PCB type lighting ballasts.
- 4.20 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 4.21 Submission of Electronic Deliverables on Compact Disk (CD): At the request of the Using Agency's Contract Officer or the SOSC/SADR, the Contractor shall submit deliverables on microcomputer Compact Disks. All electronic deliverables shall be packaged in accordance with standard commercial practices. CD's shall be labeled to indicate: (1) Name of deliverable; (2) Contractor Name; (3) Task Order Number; and (4) Date written. All files contained on the CD shall be in a format compatible with the Using Agency's software.
- 4.22 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency Name and Task Order number for identification.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.23 **Contractor Personnel:** The Using Agency reserves the right to require the Contractor to reassign or otherwise remove any Contractor or Subcontractor personnel from providing Task Order Services. The Using Agency will not unreasonably exercise the rights reserved under this paragraph. The Using Agency shall not be charged for Contractor time needed to bring new Contractor or Subcontractor personnel to the level of knowledge of previous personnel. This shall include becoming familiar with the specific characteristics and special requirements of the project.
- 4.24 **Prompt Payment to Subcontractors:** Within fourteen (14) days, the contractor shall pay each subcontractor, upon receipt of payment from the Using Agency, out of the amount paid to the contractor on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled. The contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to subcontractors in a similar manner.
- 4.25 **Personal Protective Equipment:** All personal protective equipment (Levels A – D), shall conform to OSHA Regulations (Standards – 29 CFR) General Requirements 1910.132.
- 4.26 **Contractor Performance Reports (CPR):** The Using Agency's Contract Officer along with the State On-Scene Coordinator (SOSC) or State Agency Designated Representative (SADR) may complete a CPR when the Using Agency's Contract Officer or SOSC/SADR determine to issue a CPR. The Contractor may be evaluated based on the following ratings and performance categories:
- CPR Category Ratings: 1 = Unacceptable; 2 = Below Expectations; 3 = Meets Expectations; 4 = Exceeds Expectations; and 5 = Exceptional.
- 4.26.1 **CPR Categories:**
- 4.26.1.1 **Quality:** Compliance with Task Order and Contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.
- 4.26.1.2 **Cost Control:** Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actual costs; and cost efficiencies.
- 4.26.1.3 **Timeliness of Performance:** Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and Task Order administration; met delivery schedules; no liquidated damages assessed.
- 4.26.1.4 **Business Relations:** Effective management, including Subcontractors; reasonable/cooperative behavior; responsive to Task Order and Contract requirements; notification of problems; flexibility; proactive versus reactive; effective.
- 4.26.2 **The CPR process is defined as follows:**
- 4.26.2.1 **The SOSC/SADR:**
- Completes a brief description of the Task Order requirements;
- Evaluates Contractor performance and assign a rating for quality, cost control, timeliness of performance and business relations categories (including a brief narrative for each rating (if deemed appropriate));
- 4.26.2.2 **The Using Agency Contract Officer:**
- Reviews the SOSC/SADR's evaluation; and
- Forwards the report to the Contractor.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

4.26.2.3 **The Contractor:** The Contractor shall be granted 30 days from the date of the Contractor's receipt of the CPR to review and provide a response to the Using Agency Contract Officer regarding the contents of the report.

Reviews the report;

Provides a response (if any) to the Using Agency Contract Officer on company letterhead;

The Contractor may submit comments, rebuttals (disagreements) or additional information to the Using Agency Contract Officer, which contest the CPR ratings.

Completes Contractor representation information; and

Forwards the report to the Using Agency Contract Officer within the designated time frame.

4.26.2.4 If the Contractor does not respond to the CPR within the designated time frame, the specified ratings in the report are deemed appropriate for the evaluation. In this instance, the Contract Officer shall sign and file the CPR.

4.26.3 **Completed CPR:** A CPR is considered complete only after the Using Agency Contract Officer signs the report. The Using Agency Contract Officer will provide a copy of the completed report to the Contractor and the ADEQ Contract Officer.

4.27 **Invoices and Payments:** The Contractor shall submit a monthly invoice, unless otherwise directed by the SOSC or SADR, to the Using Agency for services and expenses incurred in the previous month. Depending on the circumstances, the SOSC or SADR may require alternative invoice intervals.

4.27.1 Invoices shall include the following:

4.27.1.1 The contractor shall itemize the personnel by name on the invoice and include the "Brief Resume of Personnel" form, indicating the actual hours worked, the hourly rate, personnel classification and the extended amount of fees being billed;

4.27.1.2 The contractor shall provide a firm, fixed rate for all services required, as shown on the Price Schedule contained within this contract;

4.27.1.3 Support all use of capitalized equipment; include actual time for mobilization, set-up (if required) and demobilization;

4.27.1.4 Support all hours worked by detailed time sheet which outlines the hours worked each day; all charges billed must be relative to the technical task. If the project entails work by the contractor at more than one (1) area, the Using Agency may additionally direct the contractor to report the number of hours worked by area;

4.27.1.5 Provide separate invoices from all subcontractors, rentals, materials, and for all equipment used. Such invoices shall outline the use and/or services worked. Charges billed must be relative to the task order. If the project entails work by a subcontractor at more than one (1) area, the Using Agency may additionally direct the contractor to report the additional services worked by area;

4.27.1.6 Copies of all individual subcontractor invoices shall be submitted with contractor's invoices to the Using Agency;

4.27.1.7 Reimbursement for travel costs shall be in accordance with the Arizona Travel Policies and Procedures. Complete text of allowable costs, etc. are available on the internet site at <http://www.gao.az.gov/publications/SAAM/>;

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 4.27.1.8 Additional charges for accounting, postage, telephone calls, use of cell phones, invoice tracking, invoicing, payroll preparation, plan costs, copying, faxing, computer time, correcting and resubmitted invoice(s) and project budget tracking, etc. are considered an indirect cost and therefore are not billable as a separate invoice line item charge; and
- 4.27.1.9 Additional fees for equipment and services not originally contemplated within the Price Schedule of this contract, but necessary to complete the Method of Approach, shall be invoiced in an itemized manner at cost Subcontractor mark-up shall not exceed those established on the Price Schedule.
- 4.27.2 The contractor shall certify that all invoices have been examined, and to the best of the contractor's knowledge and belief, the reported expenditures are valid, based upon the contractor's official and auditable accounting records (books of account) and are consistent with the terms of the contract.
- 4.27.3 Payment(s) shall not be construed to be an acceptance of defective work or improper material.
- 4.27.4 No later than sixty (60) days after completion of a project and acceptance by the Using Agency, the contractor shall submit invoices marked "FINAL" to the SOSC/SADR. Failure to submit final invoices within this time frame may result in payments being delayed. However, the sixty (60) day requirement may be extended with the written approval of the Using Agency.
- 4.27.5 The final invoice shall not be paid to the contractor until all reports are final and received by the SOSC/SADR.
- 4.27.6 The Using Agency shall not be obligated to make final payment until the contractor has delivered to the Using Agency a certificate and release satisfying that the project has been completed and that the work is not subject to any unsatisfied lien or claim as a result of the contractor, that all rights of lien against the State's or Using Agencies property have been satisfied and that the contractor has pay in full, all outstanding obligations against the work upon receipt of final payment.

**Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit**

4.32 Insurance:

4.32.1 Remediation and Abatement Services

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$ 1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. Coverage must be *identified as specific to the operations* described in the Scope of Services in this Contract.

b. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

NOTE LIMIT: If hazardous materials are to be transported \$5,000,000

- a. The policy shall provide **Automobile Pollution Liability** specific to the transportation of hazardous materials from the project site to the final disposal location, if included in the Scope of Services described in this Contract.
- b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Contractors Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- a. Coverage must be ***identified as specific to the operations*** as described in the Scope of Services in this Contract.
- b. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- c. The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death
- d. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- e. The policy shall include defense including costs, charges and expenses incurred in the

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality

Contracts and Procurement Unit

investigation, adjustment or defense of claims for such compensatory damages.

- f. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- g. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007) and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

4.32.2 Disposal / Recycling / Storage Facilities

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
- Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000

**Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit**

- Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
- a. Coverage must be *identified as specific to the operations* described in the Scope of Services in this Contract.
 - b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
 - c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

NOTE LIMIT: If hazardous materials are to be transported \$5,000,000

- a. The policy shall **provide Automobile Pollution Liability** specific to the transportation of hazardous materials from the project site to the final disposal location, if included in the Scope of Services described in this Contract
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

1. Pollution Legal Liability:

If the Scope of Services in this Contract requires the acceptance, storage or disposal of any hazardous materials, the facility shall provide coverage with limits of at least:

Per Occurrence \$1,000,000

Annual Aggregate \$2,000,000

- a. Coverage must be *identified as specific to the operations* described in the scope of

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

Services in this Contract.

- b. The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- c. The policy shall include coverage for property damage including physical damage to or destruction of tangible property and the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- d. For losses that arise from the facility, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.
- e. The policy shall include coverage for defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

4.32.3 Environmental Consultants & Testing

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory
Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Environmental Liability (Errors & Omissions)**

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

- a. Contractor warrants that if policy is written on a claims made basis, any retroactive date under the policy precedes the effective date of this Contract; and that continuous coverage will be

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

maintained or extended discovery period will be exercised for a period of two (2) years beginning from the time work under this Contract is completed.

- b. The professional liability insurance **must include coverage** for claims of bodily injury or property damage arising out of **pollution for environmental work, asbestos, laboratory analysis and/or the operations of a treatment plant**, if required by the Scope of Services.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to: **(Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007)** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4.32.4 Master Environmental Consultant Contracts

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality

Contracts and Procurement Unit

- Fire Legal Liability \$ 50,000
 - Each Occurrence \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
- a. Coverage must be *identified as specific to the operations* described in the Scope of Services in this Contract.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

NOTE LIMIT: If hazardous materials are to be transported \$5,000,000

- a. The policy shall provide **Automobile Pollution Liability** specific to the transportation of hazardous materials.
- b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Environmental Liability (Errors & Omissions)

Each Occurrence

\$1,000,000

Annual Aggregate

\$2,000,000

- a. Contractor warrants that if policy is written on a claims-made basis, any retroactive date under the policy precedes the effective date of this Contract and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time work under this Contract is completed.
- b. The professional liability insurance **must include coverage** for claims of bodily injury or

Emergency and Routine Response

Special Terms and Conditions

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

property damage arising out of **pollution for environmental work, asbestos, laboratory analysis and/or the operations of a treatment plant**, if required by the Scope of Services.

- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

5. Contractors Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- a. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- b. The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- c. The policy shall include coverage for property damage including physical damage to or destruction of tangible property and the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- d. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- e. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor

6. Pollution Legal Liability:

If the Scope of Services in this Contract requires the acceptance, storage or disposal of any hazardous materials, the facility shall provide coverage with limits of at least:

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

- a. The policy shall include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- b. The policy shall include property damage including physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- c. For losses that arise from the facility that is accepting hazardous material under the Contract, coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.
- d. The policy shall include defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts that are less than the policy limits required by this Contract.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
 Arizona Department of Environmental Quality
 Contracts and Procurement Unit

4.32.5 Hazardous Material Hauling Contracts

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. Coverage must be **identified as specific to the operations** as described in the Scope of Services in this Contract.

b. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

**Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-0001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit**

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$5,000,000

a. The policy shall include **Automobile Pollution Liability** specific to the transportation of hazardous materials.

b. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A M Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from

Emergency and Routine Response
Special Terms and Conditions
Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Department of Environmental Quality, Attn: Stephen Castillo 1110 W. Washington St., Phoenix Arizona 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts that are less than the policy limits required by this Contract.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

EXHIBIT B

Environmental Response, Inc. – Pricing Sheets

**Emergency and Routine Response
Price Schedule**

Attachment 1

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

1.0 The Offeror shall state a firm, fixed, all inclusive *hourly rate* for each of the job classifications stated below (Offerors are to refer to Pricing Schedule, paragraphs 10 and 11, which address overtime, double overtime and holiday pay)

1.1 EMERGENCY HOURLY RATES (RESPONSE < 24 hours):

<u>PERSONNEL CLASSIFICATION</u>	<u>Price per Hour for Actual On-Site Work</u>	<u>Price Per Hour for Travel Time</u>
Technician I	\$22.00	\$22.00
Technician II	\$23.50	\$23.50
Technician III	\$25.00	\$25.00
Technician IV	\$28.00	\$28.00
Equipment Operator	\$35.00	\$35.00
Project Supervisor	\$42.00	\$42.00
Field Service Manager	\$45.00	\$45.00
Administrative Services	\$22.00	\$22.00

1.2 ROUTINE HOURLY RATES (Response > 24 hours):

<u>PERSONNEL CLASSIFICATION</u>	<u>Price per Hour for Actual On-Site Work</u>	<u>Price Per Hour Travel Time</u>
Technician I	\$22.00	\$22.00
Technician II	\$23.50	\$23.50
Technician III	\$25.00	\$25.00
Technician IV	\$28.00	\$28.00
Equipment Operator	\$35.00	\$35.00
Project Supervisor	\$42.00	\$42.00
Field Service Manager	\$45.00	\$45.00
Administrative Services	\$22.00	\$22.00

Emergency and Routine Response Price Schedule

Attachment 1

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

- 2 **PERSONAL PROTECTIVE EQUIPMENT COST:** Cost shall include respirators, cartridges, gloves, suits, boots, face shields, breathing air, etc.

<u>Level of Protection and Description</u>	<u>Cost Per Person Per Hour</u>	<u>Cost per Person Per Day</u>
Level A	<u>\$12 00</u>	<u>\$120 00</u>
Level B	<u>\$10 00</u>	<u>\$60 00</u>
Level C	<u>\$8 00</u>	<u>\$30 00</u>

- 3 **HEAVY EQUIPMENT AND VEHICLES:** Examples of these items include, but are not limited to, front end loaders, backhoes, vacuum trucks, forklifts, cranes, drill rigs, water trucks, emergency response vehicles & trailers and fire trucks. The contractor may present equivalent "Equipment Type" with the approval of the SOSOC or SDAR.

<u>Equipment Type</u>	<u>On-Site Hourly Rate</u>	<u>On-Site Daily Rate</u>	<u>Price Per Hour For Transporting To and From Site</u>	<u>Owned (O) or Leased (L)</u>
Response Truck Van	<u>\$12 00</u>	<u>\$40 00</u>	<u>\$30 00</u>	<u>Owned</u>
Response Trailer	<u>\$12 00</u>	<u>\$40 00</u>	<u>\$30 00</u>	<u>Owned</u>
Box Truck	<u>\$12 00</u>	<u>\$40 00</u>	<u>\$30 00</u>	<u>Owned</u>
Automobile	<u>\$8 00</u>	<u>\$40 00</u>	<u>\$8 00</u>	<u>Owned</u>
Dump Truck 5 yd	<u>\$40 00</u>	<u>\$320 00</u>	<u>\$40 00</u>	<u>Owned</u>
Tilt Trailer	<u>\$40 00</u>	<u>\$320 00</u>	<u>\$40 00</u>	<u>Owned</u>
Backhoe/Loader Case 590 Extend	<u>\$35 00</u>	<u>\$280 00</u>	<u>\$35 00</u>	<u>Owned</u>
Backhoe/Loader Deere 710 Extend	<u>\$35 00</u>	<u>\$280 00</u>	<u>\$35 00</u>	<u>Owned</u>
Excavator	<u>\$65 00</u>	<u>\$520 00</u>	<u>\$65 00</u>	<u>Owned</u>
Wheel Loader – Case 821 w/3 5 Yd	<u>\$45 00</u>	<u>\$360 00</u>	<u>\$65 00</u>	<u>Owned</u>
Wheel Loader- Case 621 w/ 2 25 yd	<u>\$40 00</u>	<u>\$320 00</u>	<u>\$65 00</u>	<u>Owned</u>
Water Truck (2000 Gal)	<u>\$35 00</u>	<u>\$280 00</u>	<u>\$35 00</u>	<u>Owned</u>
Forklift 4 WD (extendable Boom)	<u>\$30 00</u>	<u>\$240 00</u>	<u>\$30 00</u>	<u>Owned</u>

Emergency and Routine Response Price Schedule

Attachment 1
Solicitation # ADEQ12-00001443
 Arizona Department of Environmental Quality
 Contracts and Procurement Unit

- 4 **SAMPLING AND AIR MONITORING EQUIPMENT:** Examples of these items include, but are not limited to, hand augers, machine augers, pneumatic soil probes, drilling equipment, combustible gas meters, organic vapor meters, in-organic vapor meters, soil samplers, water samplers, waste samplers, remote sensing units, metal detectors and mobile laboratories. The contractor may present equivalent "Equipment Type" with the approval of the SOSC or SDAR

<u>Equipment Type</u>	<u>On-Site Hourly Rate</u>	<u>On-Site Daily Rate</u>
Photo-Ionization Detector (PID)	<u>\$13 00</u>	<u>\$70.00</u>
Confined Space Monitor/4 Gas Monitor	<u>\$13 00</u>	<u>\$70 00</u>
Radiation Survey Meter/Geiger Counter	<u>\$13 00</u>	<u>\$70 00</u>
Sensidyne Colometric Sample Pump	<u>\$8 00</u>	<u>\$20 00</u>
Mercury Vapor Analyzer Jerome 431X	<u>\$20 00</u>	<u>\$120 00</u>
Hollow Stem Auger Kit w/Hammer Drill	<u>\$8.00</u>	<u>\$50 00</u>
Stainless Steel Soil Sampler w/ Hammer	<u>\$8 00</u>	<u>\$50 00</u>
Water Level Meter	<u>\$8 00</u>	<u>\$50.00</u>
Sample Pump (low volume)	<u>\$8 00</u>	<u>\$50.00</u>
Sample Pump (high volume)	<u>\$8 00</u>	<u>\$50 00</u>

- 5 **CONTAINMENT, TREATMENT AND DECON EQUIPMENT:** Examples of these items include, but are not limited to, roll-off bins, steam cleaners, mercury vacuums, mixers, portable wastewater treatment units, soil vapor extraction rigs, Decon trailers and portable showers

<u>Type</u>	<u>On-Site Hourly Rate</u>	<u>On-Site Daily Rate</u>	<u>Price per Hour For Transporting To and From Site</u>	<u>Owned (O) or Leased (L)</u>
20 yard Roll-Off	<u>\$1 00</u>	<u>\$7.00</u>	<u>\$80 00</u>	<u>Owned</u>
40 yard Roll-Off	<u>\$1 00</u>	<u>\$7 00</u>	<u>\$80 00</u>	<u>Owned</u>
Pressure Washer Cold water	<u>\$12 00</u>	<u>\$90 00</u>	<u>No Charge</u>	<u>Owned</u>
Pressure Washer Hot Water	<u>\$15.00</u>	<u>\$120 00</u>	<u>No Charge</u>	<u>Owned</u>
Airless Sprayer	<u>\$8 00</u>	<u>\$60 00</u>	<u>No Charge</u>	<u>Owned</u>
Mercury Vacuum	<u>\$12 00</u>	<u>\$96 00</u>	<u>No Charge</u>	<u>Owned</u>

Emergency and Routine Response Price Schedule

Attachment 1

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

Vac-U-Max	<u>\$10.00</u>	<u>\$40.00</u>	<u>No Charge</u>
HEPA Vacuum	<u>\$10.00</u>	<u>\$40.00</u>	<u>No Charge</u>
Negative Air Machine (200 cfm)	<u>\$8.00</u>	<u>\$40.00</u>	<u>No Charge</u>
Confined Space Ventilation Unit	<u>\$8.00</u>	<u>\$35.00</u>	<u>No Charge</u>
Decon Shower	<u>\$8.00</u>	<u>\$35.00</u>	<u>No Charge</u>
Water Filtration Unit	<u>\$8.00</u>	<u>\$35.00</u>	<u>No Charge</u>

- 6 **CONTAINMENT, TREATMENT AND DECONTAMINATION MATERIALS:** Examples of these Items include, but are not limited to, neutralization chemicals, foam drums, overpack containers, plastic liner absorbent booms

<u>Type</u>	<u>Units</u>	<u>Cost per Unit</u>
Spray Adhesive	Can	<u>\$2.60</u>
Clear Disposal Bags (4 mil)	Roll	<u>\$45.00</u>
Disposable Decon Unit	Each	<u>\$50.00</u>
Encapsulant	5 Gal	<u>\$92.00</u>
20x100x6 mil Plastic	Roll	<u>\$82.00</u>
Roll Off Liners	Each	<u>\$30.00</u>
Sodium Bicarbonate (10#)	10#	<u>\$12.00</u>
Vermiculite/Zonolite	Bag	<u>\$10.00</u>
Lime	Bag	<u>\$5.00</u>
1-Zorb Absorbent	Bag	<u>\$18.00</u>
Magic Sorb Absorbent	Bag	<u>\$18.00</u>
Acid Neutralizer (50#)	Pail	<u>\$24.00</u>
Caustic Neutralizer (42#)	Pail	<u>\$24.00</u>
Formaldehyde Polymerizer (37#)	Pail	<u>\$45.00</u>
Solvent Absorbent (16#)	Pail	<u>\$20.00</u>

**Emergency and Routine Response
Price Schedule**

Attachment 1

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

MicroBlaze Bio Treatment	Pail	<u>\$48.00</u>
BioSolve Treatment	Pail	<u>\$48.00</u>
All Purpose Socks (4')	Each	<u>\$15.00</u>
All Purpose Socks (8')	Each	<u>\$30.00</u>
Absorbent Pads	Pad	<u>\$1.50</u>
Drum 55 gal 1A1 (reconditioned)	Each	<u>\$42.00</u>
Drum 55 gal 1A2 (reconditioned)	Each	<u>\$45.00</u>
Drum 55 gal 1H1 (reconditioned)	Each	<u>\$44.00</u>
Drum 30 gal 1H1 (reconditioned)	Each	<u>\$45.00</u>
Drum 55 gal 1A2	Each	<u>\$72.00</u>
Drum 55 gal 1A1	Each	<u>\$70.00</u>
Drum 30 gal 1A2	Each	<u>\$69.00</u>
Drum 30 gal 1A1	Each	<u>\$65.00</u>
Drum 15 gal 1A2	Each	<u>\$42.00</u>
Drum 16 gal 1A1	Each	<u>\$46.00</u>
Drum 10 gal 1A2	Each	<u>\$44.00</u>
Drum 8 gal 1A2	Each	<u>\$42.00</u>
Drum 85 gal 1A2 Salvage	Each	<u>\$183.00</u>
Drum 55 gal 1H2	Each	<u>\$65.00</u>
Drum 55 gal 1H1	Each	<u>\$42.00</u>
Drum 30 gal 1H2	Each	<u>\$42.00</u>
Drum 30 gal 1H1	Each	<u>\$38.00</u>
Drum 20 gal 1H1	Each	<u>\$33.00</u>
Drum 20 gal Labpack	Each	<u>\$33.00</u>
Drum 15 gal 1H1	Each	<u>\$38.00</u>

Emergency and Routine Response Price Schedule

Attachment 1

Solicitation # ADEQ12-00001443

Arizona Department of Environmental Quality
Contracts and Procurement Unit

Drum 14 gal 1H2	Each	<u>\$35.00</u>
Drum 5 gal 1H2	Each	<u>\$15.00</u>
Drum 5 gal 1H1	Each	<u>\$15.00</u>
Drum 95 gal 1H2 Over pack	Each	<u>\$168.00</u>
Drum 275 gal 1HA31 Tote	Each	<u>\$225.00</u>
Cubic Meter Box	Each	<u>\$78.00</u>

- 7 **WASTE TRANSPORTATION** Offeror shall state firm, fixed prices for the following transportation Equipment as it applies to transporting waste for storage or final disposal Since the type of waste site and the distance of such a waste site from a suitable safe storage or disposal site is unknown, the Offeror is requested to price each piece of equipment in one or all of the following forms

<u>Equipment Classification</u>	<u>Per Mile</u>	<u>Per Load</u>	<u>Per Hour</u>
Roll-off Truck	<u>\$2.25</u>	<u>Depends on Destination</u>	<u>\$80.00</u>
End Dump Truck (25 yd)	<u>\$2.25</u>	<u>Depends on Destination</u>	<u>\$85.00</u>
Truck/Trailer (Flatbed/Cargo)	<u>\$2.25</u>	<u>Depends on Destination</u>	<u>\$65.00</u>
Van (Closed Box)	<u>\$1.90</u>	<u>Depends on Destination</u>	<u>\$65.00</u>
Pickup Truck/Stake bed	<u>\$1.50</u>	<u>Depends on Destination</u>	<u>\$25.00</u>
Vacuum Truck	<u>\$2.25</u>	<u>Depends on Destination</u>	<u>\$80.00</u>

- 8 **MISCELLANEOUS:** Examples of these items include, but are not limited to, generators, welders, fencing, Lighting and illuminators Miscellaneous items NOT billable are cell telephones, air time, telefax machines, Computers (office or field), standard office equipment, computer software systems and supporting hardware, Software surcharges, licensing fees, duct tape, barrier tape, etc ,

<u>Type</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>	-OR-	<u>Unit Rate</u>
Air Compressor (185 cfm)	<u>\$25.00</u>	<u>\$120.00</u>		<u>N/A</u>
Generator (6 KW)	<u>\$6.00</u>	<u>\$60.00</u>		<u>N/A</u>
Generator (100 KW)	<u>\$10.00</u>	<u>\$100.00</u>		<u>N/A</u>
Generator (225 KW)	<u>\$25.00</u>	<u>\$150.00</u>		<u>N/A</u>
0 75" Double Diaphragm Pump	<u>\$6.00</u>	<u>\$50.00</u>		<u>N/A</u>
1 5" Double Diaphragm Pump	<u>\$6.00</u>	<u>\$50.00</u>		<u>N/A</u>
2" Double Diaphragm Pump	<u>\$6.00</u>	<u>\$50.00</u>		<u>N/A</u>

Emergency and Routine Response Price Schedule

Attachment 1

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

2" Trash Pump	<u>\$10 00</u>	<u>\$60 00</u>	<u>N/A</u>
3" Trash Pump	<u>\$15 00</u>	<u>\$50 00</u>	<u>N/A</u>
6" Trash Pump	<u>\$20 00</u>	<u>\$100 00</u>	<u>N/A</u>
Acid Pump	<u>\$3 00</u>	<u>\$12.00</u>	<u>N/A</u>
Submersible Pump	<u>\$3 00</u>	<u>\$12.00</u>	<u>N/A</u>
Welder	<u>\$10 00</u>	<u>\$40 00</u>	<u>N/A</u>
Concrete Saw	<u>\$20 00</u>	<u>\$100 00</u>	<u>N/A</u>
Light Stand (1000 W)	<u>\$8 00</u>	<u>\$40 00</u>	<u>N/A</u>
Light Tower (4000 W)	<u>\$20 00</u>	<u>\$140.00</u>	<u>N/A</u>
Confined Space Retrieval System	<u>\$10 00</u>	<u>\$80.00</u>	<u>N/A</u>
Plate Compactor (19"x22" Plate	<u>\$10 00</u>	<u>\$60 00</u>	<u>N/A</u>
Coliwasa (12")	<u>N/A</u>	<u>N/A</u>	<u>\$10.00</u>
Coliwasa (36")	<u>N/A</u>	<u>N/A</u>	<u>\$15 00</u>
Disposable Siphon Pump	<u>N/A</u>	<u>N/A</u>	<u>\$15 00</u>
Drum Thieves	<u>N/A</u>	<u>N/A</u>	<u>\$4.00</u>
Brass Sleeves, Caps & Teflon	<u>N/A</u>	<u>N/A</u>	<u>\$4 50</u>
HazCat Tests	<u>N/A</u>	<u>N/A</u>	<u>\$15 00</u>
Colometric Tubes	<u>N/A</u>	<u>N/A</u>	<u>\$8 00</u>
Chlor-d-Tect	<u>N/A</u>	<u>N/A</u>	<u>\$13.00</u>
Chlor-n-Oil	<u>N/A</u>	<u>N/A</u>	<u>\$16.00</u>
Chlor-n-Soil	<u>N/A</u>	<u>N/A</u>	<u>\$25.00</u>
HydroChlor-Q	<u>N/A</u>	<u>N/A</u>	<u>\$16 00</u>
Spilfyter Chemical Classifier	<u>N/A</u>	<u>N/A</u>	<u>\$5.00</u>

**Emergency and Routine Response
Price Schedule**

Attachment 1

Solicitation # ADEQ12-00001443
Arizona Department of Environmental Quality
Contracts and Procurement Unit

Spilfyter Wastewater Classifier	<u>N/A</u>	<u>N/A</u>	<u>\$5.00</u>
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9 **DISPOSAL COSTS:** The Contractor shall be directly reimbursed for all disposal costs at the rate of 1.1 times the Contractor's cost of disposal. All disposal actions and costs shall be itemized on the Contractor's invoice with supporting documents attached to the invoice.

10 **OVERTIME PAY:** The Offeror shall define under what conditions personnel receive overtime and double overtime pay

Example. Weekdays Between 1700-0800, Saturdays and Sundays 0000-2400

Weekdays between 1800-0600, Saturdays and Sundays 0000-2400

11 **HOLIDAY SCHEDULE:** The Offeror shall identify the days and dates (if applicable) that are considered "Holidays" for which personnel receive Holiday Pay

All hours _____ Legal Holidays

Labor rates shall be twice the regular hourly rate for the following holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day