

UNIVERSITY OF CENTRAL FLORIDA

ITN# 1432NCSA: EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

May 29, 2015 | 16799.15

Vision
Solutions
Performance



A·C·T
Environmental & Infrastructure

A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

<p align="center">SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>	
Page 1 of 38 Pages	OFFERS WILL BE OPENED May 29, 2015 @ 2:00 PM EST		ITN NO: 1432NCSA
and may not be withdrawn within 120 days after such date and time.			
UNIVERSITY MAILING DATE: May 7, 2015		ITN TITLE: Emergency Response - Environmental Services	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 59-2855464			
VENDOR NAME A-C-T Environmental & Infrastructure, Inc.		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS 1875 W. Main St.			
CITY - STATE - ZIP CODE Bartow, FL 33830		POSTING OF PROPOSAL TABULATIONS	
AREA CODE 863	TELEPHONE NO. 533-2000	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
800	TOLL FREE NO. 226-0911		
863	FAX NO. 533-1991		

Government Classifications
Check all applicable

- | | |
|--|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input checked="" type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

- SEALED OFFERS:** All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.
- EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.
- NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer

opening date and hour.



AUTHORIZED SIGNATURE (MANUAL)

R. Jeffrey Kincart, P.E., GC, Vice President

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) **MISTAKES:** Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.

(c) **INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

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**QUESTIONS & ANSWERS FOR
ITN1432NCSA Emergency Response – Environmental Services**

1. Who is the current contractor and the contract's unit prices?

Answer: The current contractor is SWS Environmental Services. Included herein is the contract and prices.

2. Can you tell me if you are able to provide the planholder list, companies submitting the ITN, and provide who the current contractor is along with the contracts current prices please?

Answer: Included herein is the list of vendors UCF notified. Additionally, UCF uses VBS through the State of Florida website, therefore the actual number of vendors notified may be larger. We do not maintain that list. We will not know who the companies submitting to the ITN are until the opening date and time.

Included herein is the contract and prices.

3. Please provide a copy of current contracted rates for this service, the name of the incumbent vendor, and copies of the last 3 invoices.

Answer: Included herein is the current contract and rates. The incumbent vendor is SWS Environmental Services. Included herein is one invoice. We have used them once.

Mailing List

Able Business Services
Abrams Group Construction, LLC
Accelerate Waste Solutions of North America
Advantage Environmental Services, Inc.
Air Quality Environmental, Inc.
AirQuest Environmental, Inc.
AKEA, Inc.
Alpha-Omega Training and Compliance
American Compliance Technologies
Big Tree, Inc.
Brooks Environmental Solutions, LLC
C&N Environmental Consultants, Inc.
Cherokee Enterprises
Civil Works, Inc.
Clark Environmental, Inc.
Cliff Berry, Inc.
CMS Crawford Maintenance Services, LLC.
Decon Environmental & Engineering, Inc.
Del-Mar Solutions Inc.
DFLS Palm Beach, Inc.
Diesel Fuel Filtration Specialists
Digital Legal Services LLC
Disaster Solutions, LLC
Diversified Professional Services Corp
Dooris and Associates LLC
Envirolight and disposal, Inc.
Enviromed of Bay County
Environmental Matters Contracting & Consulting. LLC
Environmental Quality, Inc.
Environmental Services, Inc.
Envirospec, Inc.
ep3, Inc.
Florida Metro Construction Company, Inc.
FLORIDA NATIVES NURSERY, INC.
Gator Engineering & Aquifer Restoration, Inc.
GeoTech Environmental, Inc.
Gulf Coast Site, Inc.
Huey's Works
Imperial Testing and Engineering
IMR Development Corp
J.M.Diamond Timber and Conservation INC.
JCC Enterprises Labor, Inc.
J-MAR Cleaning Services
Jupiter Environmental Laboratories, Inc.
Kathy Kantaras Anamisis Consulting, Inc.
Kimberly Ann Brown and Associates, Inc.
L&SF Engineering Consultants Corp
LAEQALI AND ASSOCIATES, INC.
Lamp Herbert Consultants, Inc.
MAI Engineering Services, Inc.
Mallard, Inc.
MDM Services, Inc.

Meryman Environmental, Inc.
Miranda Contracting, Inc.
Monroe Environmental Services and Consultants
Morris Allen & Associates, Inc.
M-PowerTech LLC
Muck Masters, Inc.
Nelco Construction, Inc. (Nelco Diversified, Inc.)
Nova Consulting, Inc.
Onopa Services, LLC
Payne's Environmental Services, LLC
Platinum Services Group, LLC
Pure Air Control Services, Inc.
Remedy Intelligent Staffing
Riley's Rentals & Repairs, Inc.
S.E. McDonough & Associates, Inc.
ServiceMaster 360 Commercial Cleaning
Smart-Sciences, Inc.
SNARR Enterprises, LLC
Solomon Trucking, Inc.
Southern Waste Services
Specco Environmental, Inc.
Spectra Engineering & Research, Inc.
TASK Environmental, Inc.
The Jones Company
The Phoenix Environmental Group, Inc.
ThomCo Enterprises Inc.
Treasure Coast Environmental Services, LLC
Trident Treatment & Dewatering, LLC dba MAS Environmental
Triumvirate Environmental, Inc.
United Medical Industries
Value Environmental Services, Inc.
Vet-US Environmental Services
W & M Companies LLC
Watershed Solutions Inc.
WD Environmental Inc.
Williams & Williams General Contractors and Engineering
Mana
Wise Consulting Group



**EMERGENCY RESPONSE SERVICES AGREEMENT
(PIGGYBACK AGREEMENT)**

THIS AGREEMENT ("Agreement") is entered into this 12th day of March 2014 by and between the **University of Central Florida**, a public university, with a place of business at 3512 Perseus Loop, Orlando, Florida 32816-3500, hereinafter referred to as "UCF," and **Southern Waste Services, Inc. (a subsidiary of Progressive Environmental Services, Inc. d/b/a SWS Environmental Services)**, hereinafter called "CONTRACTOR."

WITNESSETH that CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

1. **WORK TO BE PERFORMED**

CONTRACTOR will perform emergency response services upon request from the UCF as needed throughout the agreement period including, but not limited to, the cleanup, removal and disposal of hazardous and non-hazardous materials for the UCF.

This agreement references the terms, conditions, prices and specifications of the contract between the Florida Department of Environmental Protection and the CONTRACTOR for emergency response services cleanup, removal and disposal of hazardous materials, attached hereto as Exhibit A - Statewide Emergency Response Contract, DEP Contract No. LE680.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"Statewide Emergency Response," Florida Department of Environmental Protection (DEP), Contract No. LE680.

in strict and full accordance with the requirements of DEP Contract No. LE680 documents and with such further details and instruction as the UCF may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the DEP Contract No. LE680 agreement shall apply.

The following DEP Contract No. LE680 sections are modified as follows:

23. Any action hereon or in connection herewith shall be brought in Orange County, Florida.

2. **SCOPE OF WORK GENERAL**

The CONTRACTOR will perform emergency response services including, but not limited to, the cleanup, removal and disposal of hazardous materials for the UCF, and as specified in the DEP Contract No. LE680 agreement.

CONTRACTOR will perform all other required work whether implied or incidental to the proper completion of the project/work order.

CONTRACTOR will comply with all Municipal, County, State, Federal, and other codes which are applicable to the DEP Contract No. LE 680 agreement document.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to CONTRACTOR: SWS Environmental Services
600 Grand Panama, Blvd., Suite 200
Panama UCF Beach, FL 32407
Attn: Legal Department

If to UCF: University of Central Florida
3512 Perseus Loop
Orlando, Florida 32816-3500
Attn: Roland Taylor

3. **CONTRACT DOCUMENTS**

Except as specifically provided herein, it is understood that all the terms, provisions, conditions and obligations set forth in the DEP Contract No. LE680 shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. CONTRACTOR will provide insurance per the agreement requirements, naming UCF as a certificate holder/additional insured in the same manner as required for the Florida Department of Environmental Protection; current certificate(s) are attached as Exhibit B.

4. **CONTRACT TIME**

The work under this Agreement shall be commenced promptly, prosecuted with diligence, and be fully completed as specified in Florida Department of Environmental Protection "Statewide Emergency Response Contract" Contract No. LE680. The term of this Agreement shall be for one year from the date of execution, and shall continue for additional one year terms up to what is referenced within the DEP Contract No. LE680 agreement for additional terms as provided for in their agreement, unless written notice is provided by either party of an earlier termination.

5. **COMPENSATION TO BE PAID CONTRACTOR**

In consideration of the faithful performance of the Agreement by the CONTRACTOR, the UCF will pay to the CONTACTOR the hourly rates WSEand material costs, as detailed in the DEP Contract No. LE680 agreement.

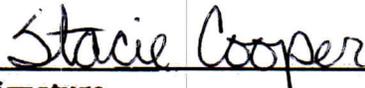
This represents the entire cost which the UCF will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the UCF's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this agreement.

UNIVERSITY OF CENTRAL FLORIDA:

SOUTHERN WASTE SERVICES, INC.:



Signature



Signature

Gregory D. Robinson

Printed or Typed Name

Stacie Cooper

Printed or Typed Name

Director of Purchasing

Title

Account Manager

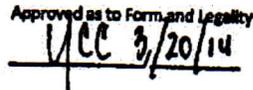
Title

3/25/14

Date

3/25/2014

Date

Approved as to Form and Legality


UCC 3/20/14

ATTACHMENTS:

EXHIBIT A - Florida Department of Environmental Protection Contract No. LE680

EXHIBIT B - Certificate of Insurance for Southern Waste Services, Inc.

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and SOUTHERN WASTE SERVICES, INC., whose address is 2211 St. Andrews Boulevard, Panama City, Florida 32405 (hereinafter referred to as the "Contractor"), a Florida corporation, to provide Emergency Response Services.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor as the primary contractor to provide emergency response services on a task assignment basis (a copy of the Work Authorization Form is attached hereto and made a part hereof as Attachment A) as outlined in DEP Solicitation No. 2009038C, and the Contractor's response thereto, incorporated herein by reference, and in accordance with Attachment B, Scope of Services, attached hereto and made a part hereof. Any terms and conditions of this Contract which vary from those contained in the solicitation or the Contractor's response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall serve the Department as a primary contractor under this Contract unless otherwise modified by formal amendment hereto. Southern Waste Services is the primary contractor, and there is a secondary contractor (previously referred to in the solicitation as backup contractor). The Department may call the secondary contractor whether or not the primary contractor is available.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all such equipment, products or materials necessary to perform these services, shall be supplied by the Contractor, unless otherwise specified herein.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of five (5) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may be renewed for an additional term not to exceed the original Contract period or three (3) years, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
5. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement/fee schedule basis as specified in each Work Authorization Form.
B. The Contractor shall submit invoices upon the completion of each task assigned. Each invoice shall be itemized in accordance with the authorized budget categories in Attachment C, attached hereto and made a part hereof, or shall be accompanied by an executed copy of the Work Authorization Form evidencing a fixed price. Five (5) copies of each invoice (1 original and 4 photocopies) shall be submitted in conjunction with appropriate backup

documentation (i.e. copy of an executed Work Authorization Form, test results, profiles, manifest, certificate of disposal, etc.) and must be submitted with a Department Contractual Services Invoice Form, attached hereto and made a part hereof as Attachment D, as a cover page. Attachment E, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Attachment E with an invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department. The invoice and copies must be submitted within sixty (60) days of task completion. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for reimbursement of authorized travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes.

- C. All rates contained in Attachment C shall be current and effective during the first twelve (12) months of the Contract. The Department or Contractor may request an increase or decrease in rates, up to 5%, for each year after the initial year of the Contract and for the possible renewal periods. The request to increase rates must be made in writing to the Department supported by detailed justification which warrants the requested increase. The Contractor shall submit its written request at least sixty (60) calendar days prior to the anniversary date of the Contract in order for a request to be considered by the Department. The Department shall review the Contractor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Contractor to request an increase in rates prior to the end of the Contract year shall result in the continuation of the rates contained in the Contract until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited.
 - D. Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a particular assignment of work, which are not included in Attachment C, shall be compensated on a "cost plus" basis only and must be evidenced by an executed Work Authorization Form and on the Daily Report Form. Such approvals will not be common, but will enable the Department to obtain expendable supplies or special analytical or response/disposal services that may be unanticipated, but which are related to this Contract. In the event that the Department determines that such rates should become a part of the rate schedule attached to this Contract, the Department shall initiate a change order evidencing the rates mutually agreed to by both parties for inclusion in Attachment C.
- 6 A. Funding under this Contract shall be authorized by and for each executed Work Authorization Form as issued by the Department. The Contractor is not authorized to perform any services that exceed the funding amount authorized for each Work Authorization Form. Upon completion and final payment of a Work Authorization Form, any funds remaining from that particular Work Authorization shall be unencumbered by the Department. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work under a Work Authorization Form until said Work Authorization Form has been fully executed by both the Department and the Contractor.
- B. For purposes of this Contract, the following representatives identified herein are delegated the authority to execute Work Authorization Forms for or on behalf of the Department:

Emergency Response Managers
Emergency Response Specialists

- C. For purposes of this Contract, the following representatives identified herein are delegated the authority to execute Work Authorization Forms for or on behalf of the Contractor:

Site Supervisor or Higher Level Position

7. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
8. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.
9. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The revised interest rate for each calendar year for which the term of this Contract is in effect can be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above, or the Department's Procurement Section at 850- 245-2361.
10. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the negligent acts of the Contractor, its subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
11. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 12.

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12. Any and all notices shall be delivered to the parties at the following addresses:

Contractor	Department
Southern Waste Services, Inc. Attn: James J. Weber, Jr. 2211 St. Andrews Boulevard Panama City, Florida 32405	Florida Department of Environmental Protection Bureau of Emergency Response Attn: Jim Reynolds, MS# 659 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

13. The Department's Contract Manager is Jim Reynolds, Phone 850-245-2871. The Contractor's Contract Manager is Jim Weber, Phone 850-234-8428. All matters shall be directed to the Contract Managers for appropriate action or disposition.
14. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
15. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
16. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract. The Department may modify forms, and provide copies to the Contractor, without using a change order.
17. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), Florida Statutes; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org>

18. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract

the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
Telephone: 850- 487-1471
Website: www.respectofflorida.org

19. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
20. The State may seek recovery of the costs of cleanup of specific sites from any and all responsible parties, and must anticipate the possibility of litigation. In order to avoid a conflict-of-interest, or the appearance of a conflict-of-interest, the State requires that the Contractor notify the Department in writing within five (5) days of the Contractor's discovery of a potential conflict-of-interest and make such continuing disclosure throughout the term of the Contract, of any present or anticipated contractual or other business relationship between the Contractor, or any subcontractor of the Contractor, and any of the persons or entities who are, or may be, responsible for that site. The Department agrees to notify the Contractor of all potentially responsible parties for a site when such information becomes available to the Department. The Department shall notify the Contractor within ten (10) days of receipt of such notification whether or not it deems a conflict-of-interest to exist.

For the purposes of this Contract, a contractor or contractor's subcontractor may be deemed to have had a business relationship with one of the responsible parties if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties, as defined.

A full disclosure shall include a description of the action that the Contractor has taken, or proposes to take, to avoid or to mitigate such conflicts-of-interest. In addition to the Contractor's duty to disclose any conflict-of-interest as described above, the Department shall retain and exercise the right to determine on its own initiative whether or not a conflict-of-interest on the part of the Contractor exists. The Department may terminate the Contract if the Department deems such termination to be in the best interest of the Department, or may terminate the Contractor's assignment to a particular site or sites based upon its assessment of the potential conflict-of-interest.

21. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or will be caused by a force majeure, time for performance under this Contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals, governmental restraint, and any other cause, whether of the kind

specifically enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is responsible for the performance of all services issued under this Contract. Failure to perform by the Contractor's subcontractor shall not constitute a force majeure event.

22. The Department reserves the right to suspend the Contract, or to suspend assignment of tasks under the Contract, for such period of time as the Department may determine to be appropriate for the circumstances warranting the suspension.
23. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
24. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
25. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
26. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
27. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
28.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.
29. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
30. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of Clark Environmental, Inc; PC&B Environmental Laboratories, Inc.; and TestAmerica Laboratories, Inc.,

without the prior consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
32. The Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$1,000,000 combined single limit. The Contractor shall also maintain pollution liability coverage with limits of not less than \$3,000,000 aggregate for personal injury or death, \$1,000,000 per occurrence for personal injury or death, and \$1,000,000 per occurrence for property damage. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall reference the DEP Contract Number LE680.
33. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
34. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
35.
 - A. Other State of Florida Governmental entities (Entity) may purchase from this Contract, provided such use of the Contract has been determined to be cost effective by the Entity and in the best interest of the State.
 - B. The Contractor has the option of selling the commodities or services described under this Contract to other State of Florida governmental entities at the Contractor's discretion.
 - C. Eligible users of this Contract include other State of Florida Agencies (including members of the State University System and Community College System), Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other local public agencies or authorities.

- D. The general terms and conditions of this Contract shall apply to the services procured by other State of Florida governmental entities referencing this Contract.
 - E. Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by the Contractor.
 - F. All work performed under a funding mechanism executed by another State of Florida governmental entity shall be the responsibility of the governmental entity for payment. The Department shall not be responsible for payment of any services performed under this section of the Contract.
 - G. The use of Attachment A of this Contract by other governmental entities is not authorized under this Section of the Contract.
 - H. Contract/Project Managers shall be identified for each work assignment executed between the Contractor and another governmental entity. The Department's Contract/Project Manager shall not be responsible for any work performed under this Section of the Contract.
36. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.
37. All sampling and analyses performed under this Contract must conform with the requirements set fourth in Chapter 62,160, Florida Administrative Code and the Quality Assurance Requirements for Department Contracts, attached hereto and made a part hereof as Attachment F.
38. The Department reserves the right to revise this Contract to include additional language required by federal agency(ies) or other sources awarding funding to the Department in support of this Contract.
39. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the vendor shall pay the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

40. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to

writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

SOUTHERN WASTE SERVICES, INC.

By: _____

Title: President

Date: 8/24/09

FEID No.65-0183433

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature] Asst Dir
Director, Division of Law Enforcement
or designee

Date: 8/10/09

[Signature]
Jim Reynolds, DEP Contract Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

List of attachments/exhibits included as part of this Contract:

Type	Letter/ Number	Description (include number of pages)
Attachment	A	Work Authorization Form (1 page)
Attachment	B	Scope of Services (2 pages)
Attachment	C	Fee Schedule (10 pages)
Attachment	D	Contractual Services Invoice Form (1 page)
Attachment	E	Subcontractor Utilization Report Form (3 pages)
Attachment	F	Quality Assurance Requirements (3 pages)
Attachment	G	Contract Payment Requirements (1 page)

ATTACHMENT B
SCOPE OF SERVICES

The pollution of the air, land and waters of the state constitutes a menace to the public health and welfare; creates a public nuisance; is harmful to wildlife, fish and other aquatic life; and impairs domestic, agricultural, industrial, recreational and other beneficial uses of the air, land and water. Pursuant to Sections 403.1655, 376.09 and 376.305, Florida Statutes, and Chapter 62-107, Florida Administrative Code, the Florida Department of Environmental Protection (DEP) can contract with private independent contractors to respond to emergency incidents which pose an environmental or public health threat when the responsible party is unknown or fails to act in a timely or appropriate manner.

The DEP Bureau of Emergency Response (BER) has selected the Contractor to respond to general emergency situations involving regulated materials, provide short-term mitigation efforts, respond to abandoned containers or uncontrolled hazardous material releases, pollutant discharges in the coastal zone, or respond to any situation determined by the BER to represent a threat to the public or the environment of the state of Florida.

The Contractor's services may be utilized to provide health or environmental monitoring of a site; sample both hazardous and non-hazardous materials; analyze samples; neutralize releases; decontaminate personnel, equipment or structures; remove fuel from sunken or sinking vessels; transport hazardous and non-hazardous materials and samples; deploy boom, skimmers or other oil spill response equipment; excavate areas where hazardous or non-hazardous materials may be buried; or site cleanup services. Materials that may be encountered include pollutants, oil and any of its derivatives, hazardous substances, hazardous waste, biomedical waste, chemical or biological warfare agents, solid waste, unknown material, or any material that is regulated by the DEP or the federal government which may be a threat to the public health or environment.

The Contractor must provide the services outlined herein as the need arises on a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis and must be able to respond statewide. The Contractor must maintain a physically monitored twenty-four (24) hour telephone number for purposes of notification. Pager and answering machine numbers are not acceptable. The Contractor shall arrive on-site with appropriate equipment and personnel as soon as possible, but no later than four (4) hours after notification by an authorized BER representative. If the Contractor fails to arrive on-site with the specified personnel and equipment within the specified timeframe, liquidated damages will be assessed at the rate of \$100 per hour for each hour (or pro-rated portion of an hour) that exceeds the four (4) hour response time frame. The BER may waive the four (4) hour time frame on a case-by-case basis, or during non-emergencies, but always at the BER's discretion. The Contractor must be able to provide laboratory services on a twenty-four (24) hour turn-around basis when requested. The contractor will be required to package and transport all wastes according to U.S. Department of Transportation (DOT) regulations.

The Contractor shall transport all materials collected to the BER hazardous waste storage area, or other storage or disposal area authorized by the BER. The DEP waste disposal contractor will generally be responsible for transportation of the waste from the temporary storage area to final disposal of the waste. However, the Contractor may occasionally be requested to provide transportation and disposal services at the discretion of the BER On-Scene Coordinator (OSC). The BER may request the emergency services contractor to provide transportation and disposal services when:

- a fixed price agreement that includes disposal is agreed to;
- an on-going job requires scheduled maintenance, cleanup services or monitoring;
- on-site treatment or destruction is the preferred disposal method;

- the wastes are identified as non-hazardous solid waste, biomedical wastes, or chemical or biological warfare agents; or,
- the BER determines the emergency services contractor is best suited to provide the transportation and disposal services.

The Contractor may be required to provide technical assistance or expert witness services under this Contract upon request of the DEP.

No minimum amount of work is guaranteed under this Contract.

The Contractor shall be responsible for the completion of any or all of the tasks identified above or in the Schedule of Prices provided as Attachment C.

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ATTACHMENT C

FEE SCHEDULE

The following information pertains to this Attachment B:

- Daily costs reflect a straight eight-hour work day.
- Daily rates for equipment are available **after six consecutive hours** of equipment use, including standby hours.
- Weekly rates for equipment are available **after five consecutive days** of equipment use, including standby hours.
- Standby rates are to be applied when equipment has been tasked by an SOSC, but is not actively being used.
- For long-term equipment usage (more than one week), rates can be negotiated on a lump sum basis.
- Labor and equipment rates will be from portal-to-portal, and shall be calculated from the nearest listed contractor office. It is the responsibility of the Contractor to maintain adequate staffing and equipment inventory at field offices to provide services.
- For the purposes of this Contract, holidays are State of Florida holidays only.
- Travel expenses and per diem, if authorized by the BER Project Manager, shall be in accordance with the requirements contained in Chapter 112.061, Florida Statutes, and must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be at rates currently allowed for State of Florida employees.
- Charges for equipment, services or expenses, including services and expenses of subcontractors, directly identifiable to a particular assignment of work, which are not included in Attachment C, shall be compensated on a "cost plus" basis and must be evidenced on the daily report for that particular job. Such approvals should not be common, but will enable the DEP to obtain expendable supplies or specialized services that may be unanticipated, but which are related to this Contract. Invoices for "cost plus" items must be supported by the type documentation required in Attachment G, Contract Payment Requirements. In the event that DEP determines that such rates should become part of the Fee Schedule attached to the contract resulting from this solicitation, the DEP will initiate a change order evidencing rates mutually agreed to by both parties for inclusion in Attachment C.
- All the Contractor's response personnel identified in Attachment C shall be trained as appropriate to 29 CFR, 1910.120 standards. The BER OSC may from time to time ask for training documentation from personnel on site.
- Equivalent vehicles and equipment contracted or rented shall be invoiced at the contract rates contained in the Fee Schedule. If the Contractor lists prices for equipment that is subsequently rented from a subcontractor at a higher rate, the price listed in the Fee Schedule will be paid. Equipment not owned should not be included in the Fee Schedule.
- If the Contractor cannot respond due to other commitments, and another subcontractor is used, the DEP will be invoiced at the rates contained in the Fee Schedule for the equivalent personnel and equipment.
- Response vehicles or trailers are defined as units that are fully equipped with various PPE, breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the Contractor.
- Rental costs for equipment such as containment boom shall not exceed the total replacement cost of the item.
- A listing of office locations and types/quantities of equipment available at each office location for use under this Contract is included as page 2 of this Attachment.

EMERGENCY RESPONSE SERVICES										
SWS, ENVIRONMENTAL FIRST RESPONSE										
Equipment List	Panama	Panama City	St. Petersburg	Fort Myers	Tampa	Coleman	Lake Wales	Jacksonville	Orlando	Fort Lauderdale
PPE Level A										
PPE Level B										
PPE Level C										
PPE Level D										
Overpack Drums/Containers										
Overpack Drum Liners, Rolls										
Spill Control/Cleanup Supplies										
Visqueen Rolls, 100'										
Emergency Response Unit										
Truck, Pickup, (All Sizes)										
Truck, Roll Off										
Truck Stakebed										
Truck, Dump										
Roll Off Box, 20cy										
Trailer, Utility										
Trailer, Office										
Industrial Vacuum Truck										
High Pressure - Jet Truck										
Vac-Con										
Well Drilling Equipment (Subcontracted)										
Bomb Trailer (Subcontracted)										
Water Treatment System (Subcontracted)										
Dozer										
Front-end Loader										
Excavator										
Tank & Cylinder Patch Kits										
Chemical/Transfer Pumps										
Winch/Drum Lifting Equipment										
Boat, Motorized										
Oil Boom, 18"-24", 1,000'										
Air Compressor										
Field Testing Equipment										
Pressure Washer										
Light, Light Stand										
Skimmer, High Volume										
Cutting Torch										
Hand Auger										

PRICE LIST

If sufficient space is not provided in any category, attach additional sheets using the same format. Prices shall be in U.S. dollars. A blank field denotes a non-available item.

LABOR

Labor costs include overhead, general and administrative, profit and any other related costs **including any items related to stress management**. There will be no minimum charge. Standard time is considered Monday – Friday, 0800 hours - 1700 hours, or the first eight hours of those core hours worked. Overtime is before 0800 hours, or after 1700 hours, or after the eight-hour work day is completed, and weekends and State of Florida holidays.

Personnel Title	Standard Time	Overtime
Project Manager	\$72.00	\$72.00
Site Safety Officer	\$65.00	\$65.00
Engineer (PE)	\$78.00	\$78.00
Engineer	\$63.00	\$63.00
Senior Chemist	\$78.00	\$78.00
Chemist	\$63.00	\$63.00
General Scientist	\$60.00	\$60.00
Geologist/Hydrogeologist	\$50.00	\$50.00
Site Supervisor	\$50.00	\$67.50
Site Foreman	\$45.00	\$61.00
Recovery Technician	\$42.00	\$57.00
Equipment Operator	\$38.00	\$52.00
General Laborer	\$26.00	\$35.00
Truck Driver	\$30.00	\$40.50
Explosive Specialist	\$60.00	\$90.00
Diver	\$48.00	\$72.00
Welder	\$32.00	\$43.00
Secretary	\$26.00	\$35.00
Project Accountant	\$36.00	\$54.00

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VEHICLES

Vehicle rates include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge. Personal vehicle use will be at State of Florida rates.

Vehicle Type	Hourly	Daily	Weekly	Standby
Response Vehicle, 1 ton	\$12.00	\$120.00	\$480.00	\$50.00/dy
Response Vehicle, 2 ton	\$15.00	\$150.00	\$500.00	\$50.00/dy
Response Trailer	\$8.00	\$75.00	\$300.00	\$35.00/dy
Stakebed Truck, 1 ton	\$12.00	\$120.00	\$480.00	\$50.00/dy
Stakebed Truck, 2 ton	\$20.00	\$150.00	\$500.00	\$50.00/dy
Box Truck, 1 ton	\$15.00	\$90.00	\$450.00	\$50.00/dy
Box Truck, 3 ton	\$35.00	\$150.00	\$750.00	\$75.00/dy
Automobile/Van	\$8.00	\$48.00	\$240.00	\$48.00/dy
Pickup Truck, 2x4	\$8.00	\$48.00	\$240.00	\$48.00/dy
Pickup Truck, 4x4	\$10.00	\$60.00	\$300.00	\$75.00/dy
Pickup Truck, 1 ton	\$10.00	\$60.00	\$300.00	\$75.00/dy
Semi-tractor	\$25.00	\$200.00	\$1,000.00	\$75.00/dy
Semi-tractor w/ cargo trailer	\$45.00	\$360.00	\$1,800.00	\$75.00/dy
Semi-tractor w/ tanker	\$65.00	\$520.00	\$2,600.00	\$75.00/dy
Vacuum Truck, 4000 gal.	\$35.00	\$280.00	\$1,350.00	\$50.00/dy
Vacuum Truck, 3300 gal.	\$45.00	\$360.00	\$1,750.00	\$50.00/dy
Vacuum Unit, 2500 gal.	\$30.00	\$240.00	\$1,150.00	\$50.00/dy
Dump Truck, 15 yd.	\$35.00	\$280.00	\$1,400.00	\$50.00/dy
Dump Truck, 25 yd.	\$45.00	\$360.00	\$1,750.00	\$50.00/dy
Roll-off Truck	\$35.00	\$280.00	\$1,350.00	\$50.00/dy
Roll-off Box, 20 yd.	\$5.00	\$15.00	\$75.00	\$5.00/dy
Drill Rig Truck	\$75.00	\$600.00	\$3,000.00	\$75.00/dy
Jet Truck, 1500 PSI	\$35.00	\$280.00	\$1,350.00	\$75.00/dy
Decontamination Trailer, 25 ft.	\$7.00	\$50.00	\$250.00	\$25.00/dy
Office Trailer, 30 ft.	\$8.00	\$48.00	\$150.00	\$25.00/dy
Lowboy Equipment Trailer, 24 ft.	\$10.00	\$75.00	\$375.00	\$25.00/dy
Utility Trailer, 16 ft.	\$5.00	\$25.00	\$125.00	\$10.00/dy
Storage Trailer, 20 ft.	\$5.00	\$25.00	\$125.00	\$10.00/dy
Bomb Trailer	\$50.00	\$400.00	\$1,500.00	\$250.00/dy
Industrial Loader (Vac-con)	\$50.00	\$375.00	\$1,800.00	\$50.00/dy
Non-potable water truck	\$35.00	\$440.00	\$1,100.00	\$50.00/dy
Frac Tank	N/A	\$40.50	\$283.50	N/A

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HEAVY EQUIPMENT

Equipment rates include all maintenance costs, fuel, mobilization and demobilization charges. There will be no minimum charge.

Equipment Type & Size	Hourly	Daily	Weekly	Standby
916 Rubber-tire Loader (or equivalent)	\$44.00	\$440.00	\$1,320.00	\$44.00/hr
936 Rubber-tire Loader (or equivalent)	\$66.00	\$660.00	\$1,650.00	\$66.00/hr
Case 580 Backhoe (or equivalent)	\$27.50	\$220.00	\$750.00	\$27.50/hr
Cat 215 Trackhoe (or equivalent)	\$65.00	\$650.00	\$2,090	\$65.00/hr
Cat 225 Trackhoe (or equivalent)	\$120.00	\$1,210.00	\$3,630.00	\$120.00/hr
Extend-a-hoe	\$55.00	\$400.00	\$2,000.00	\$55.00/hr
D-3 Bulldozer (or equivalent)	\$38.50	\$385.00	\$1,250.00	\$38.50/hr
D-4 Bulldozer (or equivalent)	\$55.00	\$495.00	\$1,350.00	\$55.00/hr
D-6 Bulldozer (or equivalent)	\$85.00	\$935.00	\$2,475.00	\$85.00/hr
Bobcat Skid Loader (or equivalent)	\$15.00	\$150.00	\$500.00	\$15.00/hr
On-road Fork Lift	\$15.00	\$176.00	\$375.00	\$15.00/hr
Motor Grader	\$50.00	\$500.00	\$1,500.00	\$50.00/hr
Off-road Fork Lift	\$21.00	\$210.00	\$440.00	\$21.00/hr
Gradall excavator	\$119.50	\$1,009.50	\$6,010.00	\$119.50/hr

WATER RESPONSE EQUIPMENT

All water response equipment includes maintenance and fuel costs. Boats include an adequate motor. Skimmers include all hoses and connections.

Type & Size	Hourly	Daily	Weekly	Standby
Work Boat, 12 ft.	\$5.00	\$30.00	\$150.00	\$3.00
Work Boat, 16 ft.	\$6.00	\$45.00	\$225.00	\$5.00
Work Boat, 19 ft.	\$15.00	\$125.00	\$625.00	\$15.00
Work Boat, 25 ft.	\$35.00	\$350.00	\$1,400.00	\$35.00
Containment Boom, 6 in.	\$1.00/ft/dy	\$1.00/ft/dy	\$0.90/ft/dy	\$0.50/ft/dy
Containment Boom, 8 in.	\$1.00/ft/dy	\$1.00/ft/dy	\$0.90/ft/dy	\$0.50/ft/dy
Containment Boom, 10 in.	\$1.00/ft/dy	\$1.00/ft/dy	\$0.90/ft/dy	\$0.50/ft/dy
Containment Boom, 18 in.	\$1.00/ft/dy	\$1.00/ft/dy	\$0.90/ft/dy	\$0.50/ft/dy
Containment Boom, 26 in.	\$1.50/ft/dy	\$1.50/ft/dy	\$1.20/ft/dy	\$0.75/ft/dy
Weir-type Skimmer	\$6.00	\$45.00	\$225.00	\$45.00
Drum Skimmer	\$150.00	\$150.00	\$750.00	\$150.00

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PUMPS & HOSES

Pumping equipment rates include all maintenance and fuel costs.

Type & Size	Hourly	Daily	Weekly	Standby
Submersible Pump, 2 in.	\$2.00	\$12.00	\$60.00	\$2.00/hr
Submersible Pump, 3 in.	\$3.00	\$18.00	\$90.00	\$3.00/hr
Submersible Pump, 4 in.	\$3.50	\$21.00	\$105.00	\$3.50/hr
Diaphragm Pump, 2 in.	\$7.00	\$42.00	\$210.00	47.00/hr
Diaphragm Pump, 3 in.	\$8.50	\$51.00	\$255.00	\$8.50/hr
Diaphragm Pump, 4 in.	\$8.50	\$51.00	\$325.00	\$8.50/hr
Centrifugal Pump, 2 in.	\$3.00	\$24.00	\$120.00	\$3.00/hr
Centrifugal Pump, 3 in.	\$5.00	\$40.00	\$200.00	\$5.00/hr
Centrifugal Pump, 4 in.	\$6.00	\$48.00	\$240.00	\$6.00/hr
Trash Pump, 3 in.	\$9.00	\$72.00	\$360.00	\$9.00/hr
Trash Pump, 4 in.	\$10.00	\$80.00	\$400.00	\$10.00/hr
Drum Pump	\$2.00	\$12.00	\$60.00	\$2.00/hr
Discharge Hose, 2 in.	\$0.10/ft	\$0.50/ft	\$2.50/ft	\$0.10/hr
Discharge Hose, 3 in.	\$0.10/ft	\$0.50/ft	\$2.50/ft	\$0.10/hr
Suction Hose, 3 in.	\$0.10/ft	\$0.50/ft	\$2.50/ft	\$0.10/hr

COMPRESSION EQUIPMENT & BLOWERS

Type	Hourly	Daily	Weekly	Standby
Air Compressor, 185 CFM	\$12.50	\$88.00	\$220.00	\$12.50/hr
Air Blower, 350 CFM	\$2.00	\$10.00	\$50.00	\$1.00/hr
Air Blower, 500 CFM	\$3.00	\$25.00	\$150.0	\$1.00/hr
Portable Pressure Washer	\$5.00	\$55.00	\$200.00	\$5.00/hr
Steam Washer, 350,000 BTU	\$9.50	\$143.00	\$330.00	\$9.50/hr

FIELD TESTING EQUIPMENT

Type	Hourly	Daily	Weekly	Standby
pH Meter	\$1.00	\$8.00	\$40.00	\$1.00/hr
Explosimeter/Combustible Gas Meter	\$3.00	\$25.00	\$125.00	\$3.00/hr
Radiation Detector	\$1.50	\$10.00	\$50.00	\$1.50/hr
Photoionization Detector (PID)	\$5.00	\$75.00	\$375.00	\$5.00/hr
Organic Vapor Analyzer (OVA)	\$8.00	\$50.00	\$240.00	\$8.00/hr
Turbidity Meter	\$20.00	\$30.00	\$150.00	\$20.00/hr
Dissolved Oxygen Meter	\$20.00	\$30.00	\$150.00	\$20.00/hr
Portable Gas Chromatograph	\$20.00	\$150.00	\$750.00	\$20.00/hr
HazCat Kit	\$10.00	\$80.00	\$400.00	\$10.00/hr
Electromatic Induction EM-31	\$1.00	\$1.00	\$1.00	\$1.00/hr
Metal Detector	\$2.00	\$20.00	\$80.00	\$2.00/hr
Vapor Detector Pump (such as Draeger)	\$20.00	\$40.00	\$20.00	\$20.00/hr
Vapor Detector Tubes (per tube)	\$10.00/ea	\$10.00/ea	\$10.00/ea	\$10.00/ea

SPECIALIZED & MISCELLANEOUS EQUIPMENT

Type	Hourly	Daily	Weekly	Standby
Oxygen/Acetylene Torch	\$4.00	\$32.00	\$160.00	\$4.00/dy
Electric Welder	\$4.00	\$32.00	\$160.00	\$4.00/dy
Chain Saw	\$4.00	\$25.00	\$125.00	\$4.00/dy
Weedeater	\$2.00	\$15.00	\$75.00	\$2.00/dy
Jackhammer	\$5.00	\$50.00	\$250.00	\$5.00/dy
Drum Cart	\$1.00	\$10.00	\$50.00	\$1.00/dy
S.S. Hand Auger	\$2.00	\$20.00	\$10.00	\$2.00/dy
Power Auger	\$10.00	\$64.00	\$320.00	\$10.00/dy
Split Spoon Sampler	\$3.00	\$25.00	\$130.00	\$3.00/dy
Cylinder Patch Kit	\$30.00	\$30.00	\$30.00	\$30.00/dy
Non-Sparking Tool Kit	\$5.00	\$30.00	\$150.00	\$5.00/dy
Portable Laptop Computer	\$4.00	\$30.00	\$150.00	\$4.00/dy
2-Way Radios	\$3.00	\$25.00	\$125.00	\$3.00/dy
Cascade System (breathing air)	\$15.00	\$125.00	\$375.00	\$10.00/dy

PERSONAL PROTECTIVE EQUIPMENT

PPE Level (Use this list when complete levels of protection are used) \$/person/day

Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	\$675.00
Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	\$99.20
Level C (APR, saranex suit, inner & outer gloves, boots, etc.)	\$52.00
Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	\$35.00
Work Clothes (General work clothes, safety boots, cloth gloves)	\$15.00

Itemized PPE \$/each or pair
(Use this list when full levels of protection are not used or extra items are needed.)

SCBA	\$10.00
APR	\$ 5.00
Respirator Cartridges (per pair)	\$24.75
Tyvek Suit	\$ 9.50
Saranex Suit	\$24.28
Poly Rain Suit	\$ 7.20
Acid Suit	\$26.78
Polypropylene Suit	\$26.78
Disposable Level A Vapor Protective Suit	\$675.00
Disposable Latex Sample Gloves	\$ 0.10
PVC Gloves	\$ 9.00
Viton Gloves	\$ 44.82
Nitrile Gloves	\$ 5.40
Neoprene Gloves	\$ 5.40
Butyl Gloves	\$18.72
Leather Palm Work Gloves	\$ 2.16
Rubber Boots	\$19.50
Neoprene Boots	\$25.00

PVC Boots	\$14.16
Polyurethane Boots	\$3.00
Disposable Latex Overboots	\$3.00
Chest Waders	\$65.00
Hip Boots	\$36.00

EXPENDABLES

Sampling Equipment

Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.

Type	\$ Each	\$ Dozen
VOC Vial, 40 ml (EPA Level 1)	\$2.82	\$30.00
Jar, 250 ml (EPA Level 1)	\$5.00	\$58.00
Jar, 500 ml (EPA Level 1)	\$5.10	\$59.00
Jar, 1 qt./L (EPA Level 1)	\$6.65	\$72.80
VOC Vial, 40 ml	\$1.50	\$16.80
Jar, 250 ml	\$3.42	\$40.00
Jar, 500 ml	\$4.20	\$45.40
Jar, qt./L	\$4.75	\$52.00
Disposable Bailer	\$10.00	\$108.00
Glass Sample Rods	\$7.15	\$83.50
Teflon Sample Tube	\$24.50	\$294.00
Disposable Coli-wasa	\$18.70	\$215.50

MATERIALS

Vermiculite (Per Bag)		\$22.00/ea
Clay Oil Absorbant (per 50 lb. Bag)		\$18.00/ea
"Spill Magic" Quick Sorb (per 25 lb. Bag)		\$26.00/ea
Soda Ash (per 100 lb. Bag)		\$40.00/ea
Lime (per 50 lb. Bag)		\$11.00/ea
Sodium Bicarbonate (per 50 lb. Bag)		\$27.50/ea
Absorbant Pads	\$0.30/pad	\$30.00/bale
Absorbant Sweep		\$35.00/bale
Absorbant Boom, 5 in.		\$10.00/10 ft
Absorbant Boom, 8 in.		\$15.00/10 ft
Oil Snare on-a-rope		\$51.00/ea
Oil Snare, loose		\$35.00/ea
Visqueen, 24'x100'x4 mil.		\$57.50/roll
Poly Bags	\$2.00/bag	\$85.00/roll
Roll-off Liner		\$28.00 each
Dump Truck Liner		\$40.00 each

Drum Liner		\$1.20 each
Drum Label		\$0.60/ea
Barricade Tape		\$11.00/roll
Survey Tape		\$4.00/roll
Duct Tape		\$6.50/roll
Polyethylene Barrier Fence, 4'x100'		\$45.00/roll

Miscellaneous

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Drums & Containers

Type	\$/container				
	5 gallon	20 gallon	30 gallon	55 gallon	85 gallon
Steel, bung - new	\$30.00	\$40.00	\$57.00	\$72.00	n/a
Steel, bung - recon.	\$30.00	\$40.00	\$57.00	\$36.00	n/a
Steel, open-head - new	\$30.00	\$45.00	\$57.00	\$72.00	\$200.00
Steel, open-head - recon.	\$30.00	\$45.00	\$47.00	\$36.00	\$115.00
Poly, bung - new	\$15.00	n/a	\$55.00	\$66.00	n/a
Poly, bung - recon.	\$15.00	n/a	\$36.00	\$52.00	n/a
Poly, open-head - new	\$15.00	\$50.00	\$52.00	\$72.00	\$222.00
Poly, open-head - recon.	\$15.00	\$50.00	\$52.00	\$42.00	\$222.00
Fiberboard	\$12.00	\$15.00	\$22.00	\$30.00	\$100.00

Poly Overpack Drum, 65 gallon	new \$115.00	recon. \$ 95.00
Poly Overpack Drum, 95 gallon	new \$222.00	recon. \$222.00
Steel Overpack Drum, 110 gallon	new \$222.00	recon. \$222.00

Additional Service Fees (not to exceed 15%)

This includes any personnel, expendables or equipment not listed in the Price Schedule, analytical and disposal charges.

Invoices <\$5,000	3%
Invoices \$5,000 - \$10,000	5%
Invoices \$10,000 - \$15,000	5%
Invoices >\$15,000	5%

Sample Handling Fee \$0.00 /sample
 For cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations. If BER supplies the cooler, packs and ships the samples, this charge will not apply.

ATTACHMENT D



Florida Department of Environmental Protection
Bureau of Emergency Response

Contractual Services Invoice

Contractor Invoice #	<input type="text"/>	DEP/BER Work#	<input type="text"/>
Invoice Date:	<input type="text"/>	Contract#	<input type="text"/>
Date(s) Services Rendered:	<input type="text"/>	Site Name:	<input type="text"/>
		City:	County:

Vendor:	Bill to:
FEID #	Florida Dept. of Environmental Protection
Phone #	Bureau of Emergency Response
Agent:	3900 Commonwealth Blvd., MS 659
	Tallahassee, FL 32399-3000
	Be sure to submit FIVE (5) complete copies of your invoice, including the attachments. But, only ONE completed copy of this form is needed. Please attach this form to the TOP of your ORIGINAL Invoice.

Contractor Use:

Fixed Price:	Cost Plus:
1. Contract/Task Amount: \$ <input type="text"/>	1. Contract/Task Amount : \$ <input type="text"/>
2. Less Previous Invoiced: \$ <input type="text"/>	2. Less Previously Invoiced: \$ <input type="text"/>
3. Other: <input type="text"/> :\$ <input type="text"/>	3. Other: <input type="text"/> \$ <input type="text"/>
4. INVOICE TOTAL: <input type="text"/>	4. INVOICE TOTAL: <input type="text"/>

DEP Use: Organization Code: G1
EO C1 Cat: 030000

Water Quality Assistance Trust Fund
 Coastal Protection Trust Fund
 Inland Protection Trust Fund
 Hazardous Waste Management Trust Fund

Other
 module 0100 module

Date Services rendered: / /
Date Invoice received: / /

Approved Signature

Comments:

If the invoice amount was changed by DEP, it was due to:

Is this the last invoice for this particular project/work? Invoice Errors Liquidated Damages Other

Is this the FINAL invoice for this CONTRACT, then check this block: Yes No

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD	INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																		
		BUSINESS CLASSIFICATION			CERTIFIED MBE			NON-CERTIFIED MBE			NON-PROFIT ORG.									
		NON-MINORITY				AFRICAN AMERICAN				AFRICAN AMERICAN				BOARD IS 51% OR MORE MINORITY						
						HISPANIC				HISPANIC				51% OR MORE MINORITY OFFICERS						
						SMALL BUSINESS (STATE)				ASIAN/HAWAIIAN				51% OR MORE MINORITY COMMUNITY SERVED						
						SMALL BUSINESS (FEDERAL)				NATIVE AMERICAN				OTHER NON-PROFIT						
						GOVERNMENTAL AGENCY														
						NON-PROFIT ORGANIZATION														
						P.R.I.D.E.														

SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

(Signature)

(Date)

(Business Name)

(Street Address)

(City, State, Zip Code)

(Phone Number)

DEP 55-217 (03/06)

ATTACHMENT F

QUALITY ASSURANCE REQUIREMENTS FOR DEPARTMENT CONTRACTS

All sampling and analyses performed under this Contract must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), April 2002.

1. Laboratories

- a. The Contractor shall ensure that all laboratories identified in this Contract have testing activities that are performed by a laboratory certified by the Department of Health Environmental Laboratory Certification Program (DoH ELCP) for the test methods and analyses measured.
- b. If the laboratory is not certified for some or all of the proposed test measurement, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
- c. Prior to providing analytical services, the laboratory must provide information for all test measurements that at least one set of performance test samples that meet the DoH ELCP certification requirements have been passed successfully within the last six months.
- d. The Contractor shall ensure the laboratories maintain their certification for all test methods during the life of the Contract. The laboratory shall notify the Contractor in writing of any changes before such changes are made. In turn, the Contractor will send such notification to the Department Contract Manager.
- e. A copy of the DoH Certificate and the list of test methods for each laboratory shall be provided to the Department Contract Manager upon Contract execution or upon receiving DoH certification (see 2.b. above).
- f. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) whether DoH ELCP certification is required or not, shall be submitted for review and approval in accordance with DEP-QA-001/01 "New and Alternative Analytical Laboratory Methods", February 1, 2004. The method must be approved by the Department before use.
- g. The Contractor shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP-QA-002/02. In addition, the following shall apply:
 1. The Contractor shall ensure that at least five percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified below.
 2. The Contractor shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of 5% per test and matrix.
 3. Laboratory Control Samples (also known as Laboratory Fortified Blanks) (LCS) must be evaluated with each analytical batch at the same concentration as the sample matrix spikes. The results must be within method-specified limits.
 4. The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked sample is spiked at an incorrect level, then the entire batch of samples must be re-

prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.

5. No analyses may be performed using expired reagents, calibration solutions or check solutions.
6. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.

2. **Field Activities**

- a. All sample collection and field activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated March 31, 2008) and the Bureau of Emergency Response's "Emergency Response Sampling Standard Operating Procedures".
- b. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.
- c. Samples from criminal or enforcement cases will be transported to a laboratory designated by the State On-Scene Coordinator (SOSC) or will be turned over to the SOSC.
- d. The SOSC may designate an alternate laboratory for use during this contract.
- e. The following shall apply:
 1. The Contractor shall ensure that at least five percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified below.
 2. The Contractor shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of 5% per test and matrix.

3. **Reporting, Documentation and Records Retention**

- a. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after project completion.
- b. In addition to the NELAC-compliant laboratory report, the Contractor shall require that the laboratory provide additional information to satisfy Tier 1 validation requirements as outlined in DEP-QA-002/02.
- c. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.
- d. Documentation of field sampling activities must be maintained in compliance with the Documentation Procedures specified in FD 1000 of the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated March 31, 2008).
- e. The Contractor shall adhere to the documentation and records requirements for project data contained in DEP-QA-002/02.
- f. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved.
- g. Legal or evidentiary chain-of-custody as defined in FD 1000 of the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated March 31, 2008) and the NELAC Standards shall be observed.

4. **Audits**

- a. **AUDITS BY THE DEPARTMENT** - Pursuant to 62-160.650, the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the

requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department results in a determination that the data are not usable for the proposed purpose, the Department reserves the right to terminate the Contract.

- b. QUALITY SYSTEMS AUDITS – The Contractor and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed, and documented in the organization's records.

5. Deliverables

- a. The following are the deliverables associated with the Quality Assurance requirements associated with this Contract:
 - 1. A copy of the DoH ELCP certificate including the list of test methods and analytes of the laboratories identified in this Contract.
 - 2. Copies of performance test results (see 1C of Laboratories above).
 - 3. Non-standard laboratory or field procedures – written approval, or submission of the complete packet of information for review.

Note: All documents referenced in the Attachment are available at the following website:

<http://www.dep.state.fl.us/mainpage/programs/labs.htm>

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ATTACHMENT G

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the unit times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

DEP CONTRACT NO. LE680
AMENDMENT NO. 2

THIS CONTRACT as entered into on the 24th day of August, 2009, and amended on the 2nd day of April, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and SOUTHERN WASTE SERVICES, INC. (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, Chapter No. 2010-151, Laws of Florida requires each state agency to review existing contracts with private providers and public-private providers in an effort to reduce contract payments; and,

WHEREAS, as a result of that law, the Department conducted a renegotiation of rates with the Contractor and both parties agreed to a reduction in Contract rates; and,

WHEREAS, the Contract needs to be revised to reflect the reduced rates and to exercise the renewal option.

NOW, THEREFORE, the Contract is hereby amended as follows:

-- Attachment C, Fee Schedule, is hereby deleted in its entirety and replaced with Attachment C-1, Revised Fee Schedule, attached hereto and made part of this Contract. All references in the Contract to Attachment C shall hereinafter refer to Attachment C-1, Revised Fee Schedule, as appropriate.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SOUTHERN WASTE SERVICES, INC.

By: _____

Title: CEO

Date: 4/9/13

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Deputy Secretary for Regulatory Programs
or designee

Date: 3/28/2013

John S. Johnson, Jennifer Paris or Caroline
Horton, DEP Contract Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

List of Attachment/Exhibits included as part of this Amendment:

Specify	Letter/ Number	Description (include number of pages)
Attachment	C-1	Revised Fee Schedule (9 pages)

ATTACHMENT C-1
REVISED FEE SCHEDULE

The following information pertains to this Attachment:

- Daily costs reflect a straight eight-hour work day.
- Daily rates for equipment are available **after six consecutive hours** of equipment use, including standby hours.
- Weekly rates for equipment are available **after five consecutive days** of equipment use, including standby hours.
- Standby rates are to be applied when equipment has been tasked by an SOSOC, but is not actively being used.
- For long-term equipment usage (more than one week), rates can be negotiated on a lump sum basis.
- Labor and equipment rates will be from portal-to-portal, and shall be calculated from the nearest listed contractor office. It is the responsibility of the Contractor to maintain adequate staffing and equipment inventory at field offices to provide services.
- For the purposes of this Contract, holidays are State of Florida holidays only.
- Travel expenses and per diem, if authorized by the OER Project Manager, shall be in accordance with the requirements contained in Chapter 112.061, Florida Statutes, and must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be at rates currently allowed for State of Florida employees.
- Charges for equipment, services or expenses, including services and expenses of subcontractors, directly identifiable to a particular assignment of work, which are not included in Attachment C, shall be compensated on a "cost plus" basis and must be evidenced on the daily report for that particular job. Such approvals should not be common, but will enable the DEP to obtain expendable supplies or specialized services that may be unanticipated, but which are related to this Contract. Invoices for "cost plus" items must be supported by the type documentation required in Attachment G, Contract Payment Requirements. In the event that DEP determines that such rates should become part of the Fee Schedule attached to the contract resulting from this solicitation, the DEP will initiate a change order evidencing rates mutually agreed to by both parties for inclusion in Attachment C.
- All the Contractor's response personnel identified in Attachment C shall be trained as appropriate to 29 CFR, 1910.120 standards. The OER OSC may from time to time ask for training documentation from personnel on site.
- Equivalent vehicles and equipment contracted or rented shall be invoiced at the contract rates contained in the Fee Schedule. If the Contractor lists prices for equipment that is subsequently rented from a subcontractor at a higher rate, the price listed in the Fee Schedule will be paid. Equipment not owned should not be included in the Fee Schedule.
- If the Contractor cannot respond due to other commitments, and another subcontractor is used, the DEP will be invoiced at the rates contained in the Fee Schedule for the equivalent personnel and equipment.
- Response vehicles or trailers are defined as units that are fully equipped with various PPE, breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the Contractor.
- Rental costs for equipment such as containment boom shall not exceed the total replacement cost of the item.
- A listing of office locations and types/quantities of equipment available at each office location for use under this Contract is included as page 2 of this Attachment.

PRICE LIST

If sufficient space is not provided in any category, attach additional sheets using the same format. Prices shall be in U.S. dollars. A blank field denotes a non-available item.

LABOR

Labor costs include overhead, general and administrative, profit and any other related costs **including any items related to stress management**. There will be no minimum charge. Standard time is considered Monday – Friday, 0800 hours - 1700 hours, or the first eight hours of those core hours worked. Overtime is before 0800 hours, or after 1700 hours, or after the eight-hour work day is completed, and weekends and State of Florida holidays.

Personnel Title	Standard Time	Overtime
Project Manager	\$69.84	\$69.84
Site Safety Officer	\$63.05	\$63.05
Engineer (PE)	\$75.66	\$75.66
Engineer	\$61.11	\$61.11
Senior Chemist	\$75.66	\$75.66
Chemist	\$61.11	\$61.11
General Scientist	\$58.20	\$58.20
Geologist/Hydrogeologist	\$48.50	\$48.50
Site Supervisor	\$48.50	\$65.47
Site Foreman	\$43.65	\$59.17
Recovery Technician	\$40.74	\$55.29
Equipment Operator	\$36.86	\$50.44
General Laborer	\$25.92	\$33.95
Truck Driver	\$29.10	\$39.28
Explosive Specialist	\$58.20	\$87.30
Diver	\$46.56	\$71.79
Welder	\$31.04	\$41.71
Secretary	\$25.22	\$33.95
Project Accountant	\$34.92	\$52.38

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VEHICLES

Vehicle rates include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge. Personal vehicle use will be at State of Florida rates.

Vehicle Type	Hourly	Daily	Weekly	Standby	S/B Unit
Response Vehicle, 1 ton	\$11.64	\$116.40	\$465.60	\$48.50	Day
Response Vehicle, 2 ton	\$14.55	\$145.50	\$485.00	\$48.50	Day
Response Trailer	\$7.76	\$72.75	\$291.00	\$33.95	Day
Stakebed Truck, 1 ton	\$11.64	\$116.40	\$465.60	\$48.50	Day
Stakebed Truck, 2 ton	\$19.40	\$145.50	\$485.00	\$48.50	Day
Box Truck, 1 ton	\$14.55	\$87.30	\$436.50	\$48.50	Day
Box Truck, 3 ton	\$33.95	\$145.50	\$727.50	\$72.75	Day
Automobile/Van	\$7.76	\$46.56	\$232.80	\$46.56	Day
Pickup Truck, 2x4	\$7.76	\$46.56	\$232.80	\$46.56	Day
Pickup Truck, 4x4	\$9.70	\$58.20	\$291.00	\$72.75	Day
Pickup Truck, 1 ton	\$9.70	\$58.20	\$291.00	\$72.75	Day
Semi-tractor	\$24.25	\$194.00	\$970.00	\$72.75	Day
Semi-tractor w/ cargo trailer	\$43.65	\$349.20	\$1,746.00	\$72.75	Day
Semi-tractor w/ tanker	\$63.05	\$504.40	\$2,522.00	\$72.75	Day
Vacuum Truck, 4000 gal.	\$33.95	\$271.60	\$1,309.50	\$48.50	Day
Vacuum Truck, 3300 gal.	\$43.65	\$349.20	\$1,697.50	\$48.50	Day
Vacuum Unit, 2500 gal.	\$29.10	\$232.80	\$1,115.50	\$48.50	Day
Dump Truck, 15 yd.	\$33.95	\$271.60	\$1,358.00	\$48.50	Day
Dump Truck, 25 yd.	\$43.65	\$349.20	\$1,697.50	\$48.50	Day
Roll-off Truck	\$33.95	\$271.60	\$1,309.50	\$48.50	Day
Roll-off Box, 20 yd.	\$4.85	\$14.55	\$72.75	\$4.85	Day
Drill Rig Truck	\$72.75	\$582.00	\$2,910.00	\$72.75	Day
Jet Truck, 1500 PSI	\$33.95	\$271.60	\$1,309.50	\$72.75	Day
Decontamination Trailer, 25 ft.	\$6.79	\$48.50	\$242.50	\$24.25	Day
Office Trailer, 30 ft.	\$7.76	\$46.56	\$145.50	\$24.25	Day
Lowboy Equipment Trailer, 24 ft.	\$9.70	\$72.75	\$363.75	\$24.25	Day
Utility Trailer, 16 ft.	\$4.85	\$24.25	\$121.25	\$9.70	Day
Storage Trailer, 20 ft.	\$4.85	\$24.25	\$121.25	\$9.70	Day
Bomb Trailer	\$48.50	\$388.00	\$1,455.00	\$242.50	Day
Industrial Loader (Vac-con)	\$48.50	\$363.75	\$1,746.00	\$48.50	Day
Non-potable water truck	\$33.95	\$426.80	\$1,067.00	\$48.50	Day
Frac Tank	\$0.00	\$39.29	\$275.00	N/A	Day

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HEAVY EQUIPMENT

Equipment rates include all maintenance costs, fuel, mobilization and demobilization charges. There will be no minimum charge.

Equipment Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
916 Rubber-tire Loader (or equivalent)	\$42.68	\$426.80	\$1,280.40	\$42.68	Hour
936 Rubber-tire Loader (or equivalent)	\$64.02	\$640.20	\$1,600.50	\$64.02	Hour
Case 580 Backhoe (or equivalent)	\$26.68	\$213.40	\$727.50	\$26.68	Hour
Cat 311D Trackhoe (or equivalent)	\$63.05	\$630.50	\$2,027.30	\$63.05	Hour
Cat 320D Trackhoe (or equivalent)	\$116.40	\$1,173.70	\$3,521.10	\$116.40	Hour
Extend-a-hoe	\$53.35	\$388.00	\$1,940.00	\$53.35	Hour
D-3 Bulldozer (or equivalent)	\$37.35	\$373.45	\$1,212.50	\$37.35	Hour
D-4 Bulldozer (or equivalent)	\$53.35	\$480.15	\$1,309.50	\$53.35	Hour
D-6 Bulldozer (or equivalent)	\$82.45	\$906.95	\$2,400.75	\$82.45	Hour
Bobcat Skid Loader (or equivalent)	\$14.55	\$145.50	\$485.00	\$14.55	Hour
On-road Fork Lift	\$14.55	\$170.72	\$363.75	\$14.55	Hour
Motor Grader	\$48.50	\$485.00	\$1,455.00	\$48.50	Hour
Off-road Fork Lift	\$20.37	\$203.70	\$426.80	\$20.37	Hour
Gradall excavator	\$115.92	\$979.22	\$5,829.70	\$115.92	Hour

WATER RESPONSE EQUIPMENT

All water response equipment includes maintenance and fuel costs. Boats include an adequate motor. Skimmers include all hoses and connections.

Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
Work Boat, 12 ft.	\$4.85	\$29.10	\$145.50	\$2.91	Hour
Work Boat, 16 ft.	\$5.82	\$43.65	\$218.25	\$4.85	Hour
Work Boat, 19 ft.	\$14.55	\$121.25	\$606.25	\$14.55	Hour
Work Boat, 25 ft.	\$33.95	\$339.50	\$1,358.00	\$33.95	Hour
Containment Boom, 6 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 8 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 10 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 18 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 26 in.	\$1.46	\$1.46	\$1.16	\$0.73	Day
Weir-type Skimmer	\$5.82	\$43.65	\$218.25	\$43.65	Day
Drum Skimmer	\$145.50	\$145.50	\$727.50	\$145.50	Day

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PUMPS & HOSES

Pumping equipment rates include all maintenance and fuel costs.

Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
Submersible Pump, 2 in.	\$1.94	\$11.64	\$58.20	\$1.94	Hour
Submersible Pump, 3 in.	\$2.91	\$17.46	\$87.30	\$2.91	Hour
Submersible Pump, 4 in.	\$3.40	\$20.37	\$101.85	\$3.40	Hour
Diaphragm Pump, 2 in.	\$6.79	\$40.74	\$203.70	\$45.59	Hour
Diaphragm Pump, 3 in.	\$8.25	\$49.47	\$247.35	\$8.25	Hour
Diaphragm Pump, 4 in.	\$8.25	\$49.47	\$315.25	\$8.25	Hour
Centrifugal Pump, 2 in.	\$2.91	\$23.28	\$116.40	\$2.91	Hour
Centrifugal Pump, 3 in.	\$4.85	\$38.80	\$194.00	\$4.85	Hour
Centrifugal Pump, 4 in.	\$5.82	\$46.56	\$232.80	\$5.82	Hour
Trash Pump, 3 in.	\$8.73	\$69.84	\$349.20	\$8.73	Hour
Trash Pump, 4 in.	\$9.70	\$77.60	\$388.00	\$9.70	Hour
Drum Pump	\$1.94	\$11.64	\$58.20	\$1.94	Hour
Discharge Hose, 2 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour
Discharge Hose, 3 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour
Suction Hose, 3 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour

COMPRESSION EQUIPMENT & BLOWERS

Type	Hourly	Daily	Weekly	Standby	S/B Unit
Air Compressor, 185 CFM	\$12.13	\$85.36	\$213.40	\$12.13	Hour
Air Blower, 350 CFM	\$1.94	\$9.70	\$48.50	\$0.97	Hour
Air Blower, 500 CFM	\$2.91	\$24.25	\$145.50	\$0.97	Hour
Portable Pressure Washer	\$4.85	\$53.35	\$194.00	\$4.85	Hour
Steam Washer, 350,000 BTU	\$9.22	\$138.71	\$320.10	\$9.22	Hour

FIELD TESTING EQUIPMENT

Type	Hourly	Daily	Weekly	Standby	S/B Unit
pH Meter	\$0.97	\$7.76	\$38.80	\$0.97	Hour
Explosimeter/Combustible Gas Meter	\$2.91	\$24.25	\$121.25	\$2.91	Hour
Radiation Detector	\$1.46	\$9.70	\$48.50	\$1.46	Hour
Photoionization Detector (PID)	\$4.85	\$72.75	\$363.75	\$4.85	Hour
Organic Vapor Analyzer (OVA)	\$7.76	\$48.50	\$232.80	\$7.76	Hour
Turbidity Meter	\$19.40	\$29.10	\$145.50	\$19.40	Hour
Dissolved Oxygen Meter	\$19.40	\$29.10	\$145.50	\$19.40	Hour
Portable Gas Chromatograph	\$19.40	\$145.50	\$727.50	\$19.40	Hour
HazCat Kit	\$9.70	\$77.60	\$388.00	\$9.70	Hour
Electromatic Induction EM-31	\$0.97	\$0.97	\$0.97	\$0.97	Hour
Metal Detector	\$1.94	\$19.40	\$77.60	\$1.94	Hour
Vapor Detector Pump (such as Draeger)	\$19.40	\$38.80	\$194.00	\$19.40	Hour
Vapor Detector Tubes (per tube)	\$9.70	\$9.70	\$9.70	\$9.70	Each

SPECIALIZED & MISCELLANEOUS EQUIPMENT

Type	Hourly	Daily	Weekly	Standby	S/B Unit
Oxygen/Acetylene Torch	\$3.88	\$31.04	\$155.20	\$3.88	Day
Electric Welder	\$3.88	\$31.04	\$155.20	\$3.88	Day
Chain Saw	\$3.88	\$24.25	\$121.25	\$3.88	Day
Weedeater	\$1.94	\$14.55	\$72.75	\$1.94	Day
Jackhammer	\$4.85	\$48.50	\$242.50	\$4.85	Day
Drum Cart	\$0.97	\$9.70	\$48.50	\$0.97	Day
S.S. Hand Auger	\$1.94	\$19.40	\$9.70	\$1.94	Day
Power Auger	\$9.70	\$62.08	\$310.40	\$9.70	Day
Split Spoon Sampler	\$2.91	\$24.25	\$126.10	\$2.91	Day
Cylinder Patch Kit	\$29.10	\$29.10	\$29.10	\$29.10	Day
Non-Sparking Tool Kit	\$4.85	\$29.10	\$145.50	\$4.85	Day
Portable Laptop Computer	\$3.88	\$29.10	\$145.50	\$3.88	Day
2-Way Radios	\$2.91	\$24.25	\$121.25	\$2.91	Day
Cascade System (breathing air)	\$14.55	\$121.25	\$363.75	\$9.70	Day

PERSONAL PROTECTIVE EQUIPMENT

PPE Level (Use this list when complete levels of protection are used)

\$/person/day

Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	\$654.75
Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	\$96.22
Level C (APR, saranex suit, inner & outer gloves, boots, etc.)	\$50.44
Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	\$33.95
Work Clothes (General work clothes, safety boots, cloth gloves)	\$14.55

Itemized PPE

\$/each or pair

(Use this list when full levels of protection are not used or extra items are needed.)

SCBA	\$9.70
APR	\$4.85
Respirator Cartridges (per pair)	\$24.01
Tyvek Suit	\$9.22
Saranex Suit	\$23.55
Poly Rain Suit	\$6.98
Acid Suit	\$25.98
Polypropylene Suit	\$25.98
Disposable Level A Vapor Protective Suit	\$654.75
Disposable Latex Sample Gloves	\$0.10
PVC Gloves	\$8.73
Viton Gloves	\$43.48
Nitrile Gloves	\$5.24
Neoprene Gloves	\$5.24
Butyl Gloves	\$18.16
Leather Palm Work Gloves	\$2.10
Rubber Boots	\$18.92
Neoprene Boots	\$24.25
PVC Boots	\$13.74
Polyurethane Boots	\$2.91
Disposable Latex Overboots	\$2.91
Chest Waders	\$63.05
Hip Boots	\$34.92

EXPENDABLES

Sampling Equipment

Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.

Type	\$ Each	\$ Dozen
VOC Vial, 40 ml (EPA Level 1)	\$2.74	\$29.10
Jar, 250 ml (EPA Level 1)	\$4.85	\$56.26
Jar, 500 ml (EPA Level 1)	\$4.95	\$57.23
Jar, 1 qt./L (EPA Level 1)	\$6.45	\$70.62
VOC Vial, 40 ml	\$1.46	\$16.30
Jar, 250 ml	\$3.32	\$38.80
Jar, 500 ml	\$4.07	\$44.04
Jar, qt./L	\$4.61	\$50.44
Disposable Bailer	\$9.70	\$104.76
Glass Sample Rods	\$6.94	\$81.00
Teflon Sample Tube	\$23.77	\$285.18
Disposable Coli-wasa	\$18.14	\$209.04

MATERIALS

Vermiculite (Per Bag)		\$21.34/ea.
Clay Oil Absorbant (per 50 lb. Bag)		\$17.46/ea.
“Spill Magic” Quick Sorb (per 25 lb. Bag)		\$25.22/ea.
Soda Ash (per 100 lb. Bag)		\$38.80/ea.
Lime (per 50 lb. Bag)		\$10.67/ea.
Sodium Bicarbonate (per 50 lb. Bag)		\$26.68/ea.
Absorbant Pads	\$0.29/pad	\$29.10/bale
Absorbant Sweep		\$33.95/bale
Absorbant Boom, 5 in.		\$9.70/10 ft.
Absorbant Boom, 8 in.		\$14.55/10 ft.
Oil Snare on-a-rope		\$49.47/ea.
Oil Snare, loose		\$33.95/ea.
Visqueen, 24’x100’x4 mil.		\$55.78/roll
Poly Bags	\$1.94/bag	\$82.45/roll
Roll-off Liner		\$27.16/ea.
Dump Truck Liner		\$38.80/ea.
Drum Liner		\$1.16/ea.
Drum Label		\$0.58/ea.
Barricade Tape		\$10.67/roll
Survey Tape		\$3.88/roll
Duct Tape		\$6.31/roll
Polyethylene Barrier Fence, 4’x100’		\$43.65/roll

Miscellaneous

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Drums & Containers

Type	\$/container				
	5 gallon	20 gallon	30 gallon	55 gallon	85 gallon
Steel, bung - new	\$29.10	\$38.80	\$55.29	\$69.84	n/a
Steel, bung - recon.	\$29.10	\$38.80	\$55.29	\$34.92	n/a
Steel, open-head - new	\$29.10	\$43.65	\$55.29	\$69.84	\$194.00
Steel, open-head - recon.	\$29.10	\$43.65	\$45.59	\$34.92	\$111.55
Poly, bung - new	\$14.55		\$53.35	\$64.02	n/a
Poly, bung - recon.	\$14.55		\$34.92	\$50.44	n/a
Poly, open-head - new	\$14.55	\$48.50	\$50.44	\$69.84	\$215.34
Poly, open-head - recon.	\$14.55	\$48.50	\$50.44	\$40.74	\$215.34
Fiberboard	\$11.64	\$14.55	\$21.34	\$29.10	\$97.00

Poly Overpack Drum, 65 gallon new \$111.55 recon. \$ 92.15
 Poly Overpack Drum, 95 gallon new \$215.34 recon. \$215.34
 Steel Overpack Drum, 110 gallon new \$215.34 recon. \$215.34

Additional Service Fees (not to exceed 15%)

This includes any personnel, expendables or equipment not listed in the Price Schedule, analytical and disposal charges.

Invoices <\$5,000 3%
 Invoices \$5,000 - \$10,000 5%
 Invoices \$10,000 - \$15,000 5%
 Invoices >\$15,000 5%

Sample Handling Fee \$0.00 /sample

For cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations. If BER supplies the cooler, packs and ships the samples, this charge will not apply.

DEP CONTRACT NO. LE680
AMENDMENT NO. 3

THIS CONTRACT as entered into on the 24th day of August, 2009, and amended on the 2nd day of April, 2012, and on the 9th day of April, 2013, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and SOUTHERN WASTE SERVICES, INC. (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, an administrative error in Amendment No. 2 decreased the rates within the Contract but did not address exercising the renewal option; and,

WHEREAS, the Contract needs to be amended to exercise the renewal option.

NOW, THEREFORE, the Contract is hereby amended as follows:

- In accordance with paragraph 4, which provides for one (1) five-year renewal option, the renewal option is hereby exercised and the completion date of the Contract is hereby changed from August 23, 2014 to August 23, 2019.
- The following language is hereby added to the Contract as paragraph 41:

No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Contract for failure to perform, or 2) DEP Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

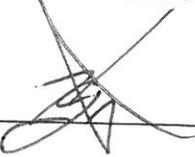
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.
- B. Upon Department's notice of acceptance of a proposed CAP, Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the contract for failure to perform. No actions approved by Department or steps taken by Contractor shall estop the Department from subsequently asserting any deficiencies in performance. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Contract.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

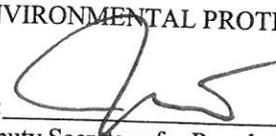
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SOUTHERN WASTE SERVICES, INC.

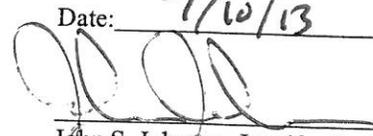
By: 
Title: _____

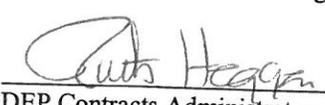
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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

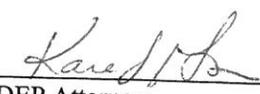
By: 
Deputy Secretary for Regulatory Programs or designee

Date: 7/10/13


John S. Johnson, Jennifer Paris or Caroline Horton, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

DEP CONTRACT NO. LE680
AMENDMENT NO. 2

THIS CONTRACT as entered into on the 24th day of August, 2009, and amended on the 2nd day of April, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and SOUTHERN WASTE SERVICES, INC. (hereinafter referred to as the "Contractor") is hereby amended.

WHEREAS, Chapter No. 2010-151, Laws of Florida requires each state agency to review existing contracts with private providers and public-private providers in an effort to reduce contract payments; and,

WHEREAS, as a result of that law, the Department conducted a renegotiation of rates with the Contractor and both parties agreed to a reduction in Contract rates; and,

WHEREAS, the Contract needs to be revised to reflect the reduced rates and to exercise the renewal option.

NOW, THEREFORE, the Contract is hereby amended as follows:

- Attachment C, Fee Schedule, is hereby deleted in its entirety and replaced with Attachment C-1, Revised Fee Schedule, attached hereto and made part of this Contract. All references in the Contract to Attachment C shall hereinafter refer to Attachment C-1, Revised Fee Schedule, as appropriate.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SOUTHERN WASTE SERVICES, INC.

By: _____
Title: CEO
Date: 4/9/13

Received
APR 21 2013
Emergency Response

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Deputy Secretary for Regulatory Programs
or designee
Date: 3/28/2013

John S. Johnson, Jennifer Paris or Caroline
Horton, DEP Contract Manager

Dewey Haggard
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

List of Attachment/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	C-1	Revised Fee Schedule (9 pages)

ATTACHMENT C-1
REVISED FEE SCHEDULE

The following information pertains to this Attachment:

- Daily costs reflect a straight eight-hour work day.
- Daily rates for equipment are available after six consecutive hours of equipment use, including standby hours.
- Weekly rates for equipment are available after five consecutive days of equipment use, including standby hours.
- Standby rates are to be applied when equipment has been tasked by an SOSOC, but is not actively being used.
- For long-term equipment usage (more than one week), rates can be negotiated on a lump sum basis.
- Labor and equipment rates will be from portal-to-portal, and shall be calculated from the nearest listed contractor office. It is the responsibility of the Contractor to maintain adequate staffing and equipment inventory at field offices to provide services.
- For the purposes of this Contract, holidays are State of Florida holidays only.
- Travel expenses and per diem, if authorized by the OER Project Manager, shall be in accordance with the requirements contained in Chapter 112.061, Florida Statutes, and must be documented by a State of Florida Travel Voucher with appropriate receipts. Reimbursement will be at rates currently allowed for State of Florida employees.
- Charges for equipment, services or expenses, including services and expenses of subcontractors, directly identifiable to a particular assignment of work, which are not included in Attachment C, shall be compensated on a "cost plus" basis and must be evidenced on the daily report for that particular job. Such approvals should not be common, but will enable the DEP to obtain expendable supplies or specialized services that may be unanticipated, but which are related to this Contract. Invoices for "cost plus" items must be supported by the type documentation required in Attachment G, Contract Payment Requirements. In the event that DEP determines that such rates should become part of the Fee Schedule attached to the contract resulting from this solicitation, the DEP will initiate a change order evidencing rates mutually agreed to by both parties for inclusion in Attachment C.
- All the Contractor's response personnel identified in Attachment C shall be trained as appropriate to 29 CFR, 1910.120 standards. The OER OSC may from time to time ask for training documentation from personnel on site.
- Equivalent vehicles and equipment contracted or rented shall be invoiced at the contract rates contained in the Fee Schedule. If the Contractor lists prices for equipment that is subsequently rented from a subcontractor at a higher rate, the price listed in the Fee Schedule will be paid. Equipment not owned should not be included in the Fee Schedule.
- If the Contractor cannot respond due to other commitments, and another subcontractor is used, the DEP will be invoiced at the rates contained in the Fee Schedule for the equivalent personnel and equipment.
- Response vehicles or trailers are defined as units that are fully equipped with various PPE, breathing air, tools (both regular and non-sparking), patch kits, field monitoring equipment, overpack drums, expendables, etc., that will be used as the primary response unit for the Contractor.
- Rental costs for equipment such as containment boom shall not exceed the total replacement cost of the item.
- A listing of office locations and types/quantities of equipment available at each office location for use under this Contract is included as page 2 of this Attachment.

PRICE LIST

If sufficient space is not provided in any category, attach additional sheets using the same format. Prices shall be in U.S. dollars. A blank field denotes a non-available item.

LABOR

Labor costs include overhead, general and administrative, profit and any other related costs **including any items related to stress management**. There will be no minimum charge. Standard time is considered Monday – Friday, 0800 hours - 1700 hours, or the first eight hours of those core hours worked. Overtime is before 0800 hours, or after 1700 hours, or after the eight-hour work day is completed, and weekends and State of Florida holidays.

Personnel Title	Standard Time	Overtime
Project Manager	\$69.84	\$69.84
Site Safety Officer	\$63.05	\$63.05
Engineer (PE)	\$75.66	\$75.66
Engineer	\$61.11	\$61.11
Senior Chemist	\$75.66	\$75.66
Chemist	\$61.11	\$61.11
General Scientist	\$58.20	\$58.20
Geologist/Hydrogeologist	\$48.50	\$48.50
Site Supervisor	\$48.50	\$65.47
Site Foreman	\$43.65	\$59.17
Recovery Technician	\$40.74	\$55.29
Equipment Operator	\$36.86	\$50.44
General Laborer	\$25.92	\$33.95
Truck Driver	\$29.10	\$39.28
Explosive Specialist	\$58.20	\$87.30
Diver	\$46.56	\$71.79
Welder	\$31.04	\$41.71
Secretary	\$25.22	\$33.95
Project Accountant	\$34.92	\$52.38

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VEHICLES

Vehicle rates include all maintenance costs, mileage, fuel, mobilization and demobilization costs. There will be no minimum charge. Personal vehicle use will be at State of Florida rates.

Vehicle Type	Hourly	Daily	Weekly	Standby	S/B Unit
Response Vehicle, 1 ton	\$11.64	\$116.40	\$465.60	\$48.50	Day
Response Vehicle, 2 ton	\$14.55	\$145.50	\$485.00	\$48.50	Day
Response Trailer	\$7.76	\$72.75	\$291.00	\$33.95	Day
Stakebed Truck, 1 ton	\$11.64	\$116.40	\$465.60	\$48.50	Day
Stakebed Truck, 2 ton	\$19.40	\$145.50	\$485.00	\$48.50	Day
Box Truck, 1 ton	\$14.55	\$87.30	\$436.50	\$48.50	Day
Box Truck, 3 ton	\$33.95	\$145.50	\$727.50	\$72.75	Day
Automobile/Van	\$7.76	\$46.56	\$232.80	\$46.56	Day
Pickup Truck, 2x4	\$7.76	\$46.56	\$232.80	\$46.56	Day
Pickup Truck, 4x4	\$9.70	\$58.20	\$291.00	\$72.75	Day
Pickup Truck, 1 ton	\$9.70	\$58.20	\$291.00	\$72.75	Day
Semi-tractor	\$24.25	\$194.00	\$970.00	\$72.75	Day
Semi-tractor w/ cargo trailer	\$43.65	\$349.20	\$1,746.00	\$72.75	Day
Semi-tractor w/ tanker	\$63.05	\$504.40	\$2,522.00	\$72.75	Day
Vacuum Truck, 4000 gal.	\$33.95	\$271.60	\$1,309.50	\$48.50	Day
Vacuum Truck, 3300 gal.	\$43.65	\$349.20	\$1,697.50	\$48.50	Day
Vacuum Unit, 2500 gal.	\$29.10	\$232.80	\$1,115.50	\$48.50	Day
Dump Truck, 15 yd.	\$33.95	\$271.60	\$1,358.00	\$48.50	Day
Dump Truck, 25 yd.	\$43.65	\$349.20	\$1,697.50	\$48.50	Day
Roll-off Truck	\$33.95	\$271.60	\$1,309.50	\$48.50	Day
Roll-off Box, 20 yd.	\$4.85	\$14.55	\$72.75	\$4.85	Day
Drill Rig Truck	\$72.75	\$582.00	\$2,910.00	\$72.75	Day
Jet Truck, 1500 PSI	\$33.95	\$271.60	\$1,309.50	\$72.75	Day
Decontamination Trailer, 25 ft.	\$6.79	\$48.50	\$242.50	\$24.25	Day
Office Trailer, 30 ft.	\$7.76	\$46.56	\$145.50	\$24.25	Day
Lowboy Equipment Trailer, 24 ft.	\$9.70	\$72.75	\$363.75	\$24.25	Day
Utility Trailer, 16 ft.	\$4.85	\$24.25	\$121.25	\$9.70	Day
Storage Trailer, 20 ft.	\$4.85	\$24.25	\$121.25	\$9.70	Day
Bomb Trailer	\$48.50	\$388.00	\$1,455.00	\$242.50	Day
Industrial Loader (Vac-con)	\$48.50	\$363.75	\$1,746.00	\$48.50	Day
Non-potable water truck	\$33.95	\$426.80	\$1,067.00	\$48.50	Day
Frac Tank	\$0.00	\$39.29	\$275.00	N/A	Day

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HEAVY EQUIPMENT

Equipment rates include all maintenance costs, fuel, mobilization and demobilization charges. There will be no minimum charge.

Equipment Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
916 Rubber-tire Loader (or equivalent)	\$42.68	\$426.80	\$1,280.40	\$42.68	Hour
936 Rubber-tire Loader (or equivalent)	\$64.02	\$640.20	\$1,600.50	\$64.02	Hour
Case 580 Backhoe (or equivalent)	\$26.68	\$213.40	\$727.50	\$26.68	Hour
Cat 311D Trackhoe (or equivalent)	\$63.05	\$630.50	\$2,027.30	\$63.05	Hour
Cat 320D Trackhoe (or equivalent)	\$116.40	\$1,173.70	\$3,521.10	\$116.40	Hour
Extend-a-hoe	\$53.35	\$388.00	\$1,940.00	\$53.35	Hour
D-3 Bulldozer (or equivalent)	\$37.35	\$373.45	\$1,212.50	\$37.35	Hour
D-4 Bulldozer (or equivalent)	\$53.35	\$480.15	\$1,309.50	\$53.35	Hour
D-6 Bulldozer (or equivalent)	\$82.45	\$906.95	\$2,400.75	\$82.45	Hour
Bobcat Skid Loader (or equivalent)	\$14.55	\$145.50	\$485.00	\$14.55	Hour
On-road Fork Lift	\$14.55	\$170.72	\$363.75	\$14.55	Hour
Motor Grader	\$48.50	\$485.00	\$1,455.00	\$48.50	Hour
Off-road Fork Lift	\$20.37	\$203.70	\$426.80	\$20.37	Hour
Gradall excavator	\$115.92	\$979.22	\$5,829.70	\$115.92	Hour

WATER RESPONSE EQUIPMENT

All water response equipment includes maintenance and fuel costs. Boats include an adequate motor. Skimmers include all hoses and connections.

Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
Work Boat, 12 ft.	\$4.85	\$29.10	\$145.50	\$2.91	Hour
Work Boat, 16 ft.	\$5.82	\$43.65	\$218.25	\$4.85	Hour
Work Boat, 19 ft.	\$14.55	\$121.25	\$606.25	\$14.55	Hour
Work Boat, 25 ft.	\$33.95	\$339.50	\$1,358.00	\$33.95	Hour
Containment Boom, 6 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 8 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 10 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 18 in.	\$0.97	\$0.97	\$0.87	\$0.49	Day
Containment Boom, 26 in.	\$1.46	\$1.46	\$1.16	\$0.73	Day
Weir-type Skimmer	\$5.82	\$43.65	\$218.25	\$43.65	Day
Drum Skimmer	\$145.50	\$145.50	\$727.50	\$145.50	Day

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PUMPS & HOSES

Pumping equipment rates include all maintenance and fuel costs.

Type & Size	Hourly	Daily	Weekly	Standby	S/B Unit
Submersible Pump, 2 in.	\$1.94	\$11.64	\$58.20	\$1.94	Hour
Submersible Pump, 3 in.	\$2.91	\$17.46	\$87.30	\$2.91	Hour
Submersible Pump, 4 in.	\$3.40	\$20.37	\$101.85	\$3.40	Hour
Diaphragm Pump, 2 in.	\$6.79	\$40.74	\$203.70	\$45.59	Hour
Diaphragm Pump, 3 in.	\$8.25	\$49.47	\$247.35	\$8.25	Hour
Diaphragm Pump, 4 in.	\$8.25	\$49.47	\$315.25	\$8.25	Hour
Centrifugal Pump, 2 in.	\$2.91	\$23.28	\$116.40	\$2.91	Hour
Centrifugal Pump, 3 in.	\$4.85	\$38.80	\$194.00	\$4.85	Hour
Centrifugal Pump, 4 in.	\$5.82	\$46.56	\$232.80	\$5.82	Hour
Trash Pump, 3 in.	\$8.73	\$69.84	\$349.20	\$8.73	Hour
Trash Pump, 4 in.	\$9.70	\$77.60	\$388.00	\$9.70	Hour
Drum Pump	\$1.94	\$11.64	\$58.20	\$1.94	Hour
Discharge Hose, 2 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour
Discharge Hose, 3 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour
Suction Hose, 3 in.	\$0.10/ft.	\$0.49/ft.	\$2.43/ft.	\$0.10	Hour

COMPRESSION EQUIPMENT & BLOWERS

Type	Hourly	Daily	Weekly	Standby	S/B Unit
Air Compressor, 185 CFM	\$12.13	\$85.36	\$213.40	\$12.13	Hour
Air Blower, 350 CFM	\$1.94	\$9.70	\$48.50	\$0.97	Hour
Air Blower, 500 CFM	\$2.91	\$24.25	\$145.50	\$0.97	Hour
Portable Pressure Washer	\$4.85	\$53.35	\$194.00	\$4.85	Hour
Steam Washer, 350,000 BTU	\$9.22	\$138.71	\$320.10	\$9.22	Hour

FIELD TESTING EQUIPMENT

Type	Hourly	Daily	Weekly	Standby	S/B Unit
pH Meter	\$0.97	\$7.76	\$38.80	\$0.97	Hour
Explosimeter/Combustible Gas Meter	\$2.91	\$24.25	\$121.25	\$2.91	Hour
Radiation Detector	\$1.46	\$9.70	\$48.50	\$1.46	Hour
Photoionization Detector (PID)	\$4.85	\$72.75	\$363.75	\$4.85	Hour
Organic Vapor Analyzer (OVA)	\$7.76	\$48.50	\$232.80	\$7.76	Hour
Turbidity Meter	\$19.40	\$29.10	\$145.50	\$19.40	Hour
Dissolved Oxygen Meter	\$19.40	\$29.10	\$145.50	\$19.40	Hour
Portable Gas Chromatograph	\$19.40	\$145.50	\$727.50	\$19.40	Hour
HazCat Kit	\$9.70	\$77.60	\$388.00	\$9.70	Hour
Electromatic Induction EM-31	\$0.97	\$0.97	\$0.97	\$0.97	Hour
Metal Detector	\$1.94	\$19.40	\$77.60	\$1.94	Hour
Vapor Detector Pump (such as Draeger)	\$19.40	\$38.80	\$194.00	\$19.40	Hour
Vapor Detector Tubes (per tube)	\$9.70	\$9.70	\$9.70	\$9.70	Each

SPECIALIZED & MISCELLANEOUS EQUIPMENT

Type	Hourly	Daily	Weekly	Standby	S/B Unit
Oxygen/Acetylene Torch	\$3.88	\$31.04	\$155.20	\$3.88	Day
Electric Welder	\$3.88	\$31.04	\$155.20	\$3.88	Day
Chain Saw	\$3.88	\$24.25	\$121.25	\$3.88	Day
Weedeater	\$1.94	\$14.55	\$72.75	\$1.94	Day
Jackhammer	\$4.85	\$48.50	\$242.50	\$4.85	Day
Drum Cart	\$0.97	\$9.70	\$48.50	\$0.97	Day
S.S. Hand Auger	\$1.94	\$19.40	\$9.70	\$1.94	Day
Power Auger	\$9.70	\$62.08	\$310.40	\$9.70	Day
Split Spoon Sampler	\$2.91	\$24.25	\$126.10	\$2.91	Day
Cylinder Patch Kit	\$29.10	\$29.10	\$29.10	\$29.10	Day
Non-Sparking Tool Kit	\$4.85	\$29.10	\$145.50	\$4.85	Day
Portable Laptop Computer	\$3.88	\$29.10	\$145.50	\$3.88	Day
2-Way Radios	\$2.91	\$24.25	\$121.25	\$2.91	Day
Cascade System (breathing air)	\$14.55	\$121.25	\$363.75	\$9.70	Day

PERSONAL PROTECTIVE EQUIPMENT

PPE Level (Use this list when complete levels of protection are used)

\$/person/day

Level A (SCBA, fully-encapsulating suit, gloves, boots, coolvest, etc.)	\$654.75
Level B (SCBA, level B suit w/ hood, inner & outer gloves, boots, etc.)	\$96.22
Level C (APR, saranex suit, inner & outer gloves, boots, etc.)	\$50.44
Level D (Saranex or Tyvek suit, chemical resistant gloves, boots, etc.)	\$33.95
Work Clothes (General work clothes, safety boots, cloth gloves)	\$14.55

Itemized PPE

\$/each or pair

(Use this list when full levels of protection are not used or extra items are needed.)

SCBA	\$9.70
APR	\$4.85
Respirator Cartridges (per pair)	\$24.01
Tyvek Suit	\$9.22
Saranex Suit	\$23.55
Poly Rain Suit	\$6.98
Acid Suit	\$25.98
Polypropylene Suit	\$25.98
Disposable Level A Vapor Protective Suit	\$654.75
Disposable Latex Sample Gloves	\$0.10
PVC Gloves	\$8.73
Viton Gloves	\$43.48
Nitrile Gloves	\$5.24
Neoprene Gloves	\$5.24
Butyl Gloves	\$18.16
Leather Palm Work Gloves	\$2.10
Rubber Boots	\$18.92
Neoprene Boots	\$24.25
PVC Boots	\$13.74
Polyurethane Boots	\$2.91
Disposable Latex Overboots	\$2.91
Chest Waders	\$63.05
Hip Boots	\$34.92

EXPENDABLES

Sampling Equipment

Sample jars shall include labels, custody seals and plastic bags. EPA Level 1 means the jars are pre-cleaned and fully laboratory certified/QA tested. Otherwise, the containers are new, non-certified as out of the box.

Type	\$ Each	\$ Dozen
VOC Vial, 40 ml (EPA Level 1)	\$2.74	\$29.10
Jar, 250 ml (EPA Level 1)	\$4.85	\$56.26
Jar, 500 ml (EPA Level 1)	\$4.95	\$57.23
Jar, 1 qt./L (EPA Level 1)	\$6.45	\$70.62
VOC Vial, 40 ml	\$1.46	\$16.30
Jar, 250 ml	\$3.32	\$38.80
Jar, 500 ml	\$4.07	\$44.04
Jar, qt./L	\$4.61	\$50.44
Disposable Bailer	\$9.70	\$104.76
Glass Sample Rods	\$6.94	\$81.00
Teflon Sample Tube	\$23.77	\$285.18
Disposable Coli-wasa	\$18.14	\$209.04

MATERIALS

Vermiculite (Per Bag)		\$21.34/ea.
Clay Oil Absorbant (per 50 lb. Bag)		\$17.46/ea.
"Spill Magic" Quick Sorb (per 25 lb. Bag)		\$25.22/ea.
Soda Ash (per 100 lb. Bag)		\$38.80/ea.
Lime (per 50 lb. Bag)		\$10.67/ea.
Sodium Bicarbonate (per 50 lb. Bag)		\$26.68/ea.
Absorbant Pads	\$0.29/pad	\$29.10/bale
Absorbant Sweep		\$33.95/bale
Absorbant Boom, 5 in.		\$9.70/10 ft. <i>or</i>
Absorbant Boom, 8 in.		\$14.55/10 ft.
Oil Snare on-a-rope		\$49.47/ea.
Oil Snare, loose		\$33.95/ea.
Visqueen, 24'x100'x4 mil.		\$55.78/roll
Poly Bags	\$1.94/bag	\$82.45/roll
Roll-off Liner		\$27.16/ea.
Dump Truck Liner		\$38.80/ea.
Drum Liner		\$1.16/ea.
Drum Label		\$0.58/ea.
Barricade Tape		\$10.67/roll
Survey Tape		\$3.88/roll
Duct Tape		\$6.31/roll
Polyethylene Barrier Fence, 4'x100'		\$43.65/roll

100/Bail
4-10' sec/Bail

Miscellaneous

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Drums & Containers

Type	\$/container				
	5 gallon	20 gallon	30 gallon	55 gallon	85 gallon
Steel, bung - new	\$29.10	\$38.80	\$55.29	\$69.84	n/a
Steel, bung - recon.	\$29.10	\$38.80	\$55.29	\$34.92	n/a
Steel, open-head - new	\$29.10	\$43.65	\$55.29	\$69.84	\$194.00
Steel, open-head - recon.	\$29.10	\$43.65	\$45.59	\$34.92	\$111.55
Poly, bung - new	\$14.55		\$53.35	\$64.02	n/a
Poly, bung - recon.	\$14.55		\$34.92	\$50.44	n/a
Poly, open-head - new	\$14.55	\$48.50	\$50.44	\$69.84	\$215.34
Poly, open-head - recon.	\$14.55	\$48.50	\$50.44	\$40.74	\$215.34
Fiberboard	\$11.64	\$14.55	\$21.34	\$29.10	\$97.00

Poly Overpack Drum, 65 gallon new \$111.55 recon. \$ 92.15
 Poly Overpack Drum, 95 gallon new \$215.34 recon. \$215.34
 Steel Overpack Drum, 110 gallon new \$215.34 recon. \$215.34

Additional Service Fees (not to exceed 15%)

This includes any personnel, expendables or equipment not listed in the Price Schedule, analytical and disposal charges.

Invoices <\$5,000 3%
 Invoices \$5,000 - \$10,000 5%
 Invoices \$10,000 - \$15,000 5%
 Invoices >\$15,000 5%

Sample Handling Fee \$0.00 /sample

For cooler purchase, packaging, shipping, labor for completing Chain-of-Custody, etc., per DOT hazardous materials regulations. If BER supplies the cooler, packs and ships the samples, this charge will not apply.



INVOICE
156892

Progressive Environmental Services, Inc.
PO Box 538498
Atlanta, GA 30353-8498
Phone: 850-234-8428
E-Mail: ar@swsenvironmental.com

BILL TO University of Central Florida
Attn: Accounts Payable
P.O. Box 163500
Orlando, FL 32789

LOCATION University of Central Florida
12715 Pegasus Drive
Orlando, FL 32816

CUSTOMER NO	PO/CONTRACT NO	TERMS	INVOICE DATE	PAGE
10-UNI038		Net 15	12/31/2014	Page 1 of 1

JOB NUMBER: OR1-412-1200

DATE	REPORT #	DESCRIPTION	AMOUNT
12/08/2014	1	Personnel & Equipment	1,447.10
12/09/2014	2	Personnel & Equipment	309.60

COMMENTS:

Grease spill response
Contact: Roland Taylor
Phone: 407-823-0707

Disposal Manifest and Cost Plus Items Attached

If you have any questions concerning this invoice please call 407-854-5733

Project Manager: Renard Manley
renard.manley@swsenvironmental.com

Invoiced By: Steve Swope
steve.swope@swsenvironmental.com

Subtotal	1,756.70
Tax	0.00
Retainage	0.00
Invoice Total	1,756.70

FEIN 26-3604581

A finance charge of 1.5% (18% Annually) will be added to invoices over

DATE: 12/8/2014
 DAY OF THE WEEK: Monday
 CLIENT NAME: University of Central Florida

SWS Environmental Services

DAILY REPORT - PERSONNEL CHARGES

Location	Tracking Code	Client P.O.	Contract Date	Report Date	Report Number	Region
12715 Pegasus Drive, Orlando	OR1-412-1200		12/8/2014	12/8/2014	1	Orlando

SCOPE OF WORK: Grease spill response

DAILY REPORT - PERSONNEL CHARGES

Name	Labor Classification	TIME		HOURS		RATE		AMOUNT		Total	Per Diem
		Start	End	ST	OT	ST	OT	Straight	Overtime		
Manley, Renard	Site Supervisor	10:00	18:00	7.00	1.00	60.00	67.50	350.00	67.50	417.50	
Correll, Fred	Recovery Technician	10:00	18:00	7.00	1.00	42.00	57.00	294.00	57.00	351.00	
Swope, Steve	Secretary - Disposal Scheduling	18:00	17:00	1.00	0.00	26.00	35.00	26.00	0.00	26.00	
Total Labor Charges:						3	Person(s)	670.00	124.50	794.50	

DAILY REPORT - EQUIPMENT CHARGES

Quantity	Description	EQ Num	Unit	Rate	Units	Mi. Rate	Miles	Fuel	Amount
								Recovery	
1	Response Vehicle, 1 ton	VH-3128	Hour	12.00	8.00				96.00
1	Stakebed Truck, 2 ton	VH-4505	Day	150.00	1.00				150.00
2	EPA Level D		Man/Day	35.00	1.00				70.00
2	Chest Waders		Each	65.00	1.00				130.00
2	Steel, Open-Head, - Recon		Each	36.00	1.00				72.00
100	Absorbent Pads		Each	0.30	1.00				30.00
8	Absorbent Boom, 6 In		Foot	10.00	1.00				80.00
12	Poly Bags		Bag	2.00	1.00				24.00
1	Drum Label		Each	0.60	1.00				0.60
Total Equip. Charges:									652.60



Clark Environmental, Inc.
 755 Prairie Industrial Pkwy.
 Mulberry, Florida 33860
 LOCAL 883-425-4884
 FAX 863-425-2854
 www.clarkenvironmental.com

PAGE NO. 1	INVOICE NO. 65901	APPLY TO	INVOICE DATE 12/15/2014	CUST. NO. SOU09
INVOICE			WORK ORDER NO.	B.O.

SITE APPROVAL #: 35620

**S
O
L
D**
 SWS ENVIRONMENTAL SERVICES
 600 GRAND PANAMA BLVD, STE. 200
 PANAMA CITY BEACH, FL 32407

**S
H
I
P**
 UCF
 PEGASUS CIRCLE
 ORLANDO, FL

DATE SHIPPED 12/12/2014	PURCHASE ORDER NO. OR1-412-1200	SHIP VIA	P.O.B.	TERMS 1% 10 NET 30 DAYS
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BUYER STEVE SWOPE	DATE REQUESTED	LOCATION	SALESPERSON JIM CLARK	TERRITORY
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ITEM NO.	DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORD.	QUANTITY SHIPPED	UNIT PRICE	EXTENSION
DC 01	COOKING GREASE IMPACTED DEBRIS / 55G	2,000		2,000	60.000	120.000

Received
 12/30/2014
 SWS Environmental Services

Name _____
 Address _____
 PO Box _____
 City _____
 State _____
 Zip _____
 Phone _____
 Fax _____
 E-mail _____

SUBTOTAL	120.00	INVOICE NO.	65901	120.00
				PLEASE REMIT THIS AMOUNT

WHITE - ORIGINAL CANARY - DUPLICATE PINK - TRIPLICATE PFW100LZ (8/00)

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

TAB A

EXPERIENCE & QUALIFICATIONS



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM



May 29, 2015

Ms. Nellie Nido
University of Central Florida
12479 Research Parkway, Suite 600
Orlando, FL 32826

RE: ITN# 1432NCSA, EMERGENCY RESPONSE – ENVIRONMENTAL SERVICES

American Compliance Technologies, Inc., d/b/a **A·C·T Environmental & Infrastructure, Inc. (A·C·T)** is pleased to submit our qualifications to the University of Central Florida to provide the services outlined in ITN# 1432NCSA: Emergency Response – Environmental Services. Our proposal will convincingly demonstrate our professional ability to execute all of the services required in this contract to the University's full satisfaction.

A·C·T holds all the licenses and certifications to successfully execute the entire scope-of-services as identified in the Invitation to Negotiate. Accordingly, we are fully capable of meeting and exceeding established goals while developing an integral relationship with your management team to deliver sound emergency response, environmental remediation and restoration solutions of the highest quality at the least possible expense.

At A·C·T, we realize that our employees are our most valuable asset! We know that by developing and maintaining a "best place to work" environment, we provide a higher level of service, hence, better value to our clients. A·C·T is extremely proud and honored to have received numerous awards recognizing our commitment to excellence.

With our more than 27 years of proven professional, technical and field work delivering sound, cost effective solutions, makes A·C·T your choice candidate. By selecting A·C·T, you will be working with long-time neighbors who are truly committed to our communities.

Our established operating procedures are well defined for seamless emergency response project management, demanding project execution, commitment to health and safety protocols, delivering exceptional quality, regulatory compliance, and achieving customer loyalty. ***You can always count on A·C·T professionals to deliver a solid performance - project after project after project.***

All of us at A·C·T appreciate this opportunity to submit our qualifications and experience for your review. We are confident that there is no better positioned, more qualified, responsive, full-service solutions firm than A·C·T. We are ready to go to work!

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Jeffrey Kincart".

R. Jeffrey Kincart, P.E., G.C.
Vice President

Core Principles:

- Thorough and open communication.
- Follow through with every commitment.
- Exceptional professional work ethic.
- Value on quality, health, and safety.

Our Distinctive History

Since our incorporation in 1987 in Lakeland, Fla., A-C-T has grown to be a competitive leader in the environmental and infrastructure industry. Our distinctive history of engineering, construction, and environmental solutions excellence is demonstrated by our long standing relationships with clients and regulatory agencies.

Now in our 28th year, our staff of highly competent personnel include: professional engineers, professional geologists, applied scientists, industrial hygienists, technicians, site superintendents and field crews who are completely familiar with municipal and private projects and work with municipalities throughout Florida. With a support staff of specialty consultants/contractors, health and safety specialists, vendors, construction managers, equipment operators and the equipment to support them, A-C-T provides highly cost efficient capabilities to self-perform most scopes of services.

Further, our management team takes pride in “doing the right thing” by volunteering our skilled services to support our communities. A-C-T’s President and Founding Principal, Robert Kincart was the first chemist appointed by Governor Rick Scott to Florida’s State Emergency Response Commission (ERC). The State ERC is responsible for implementing federal Emergency Planning and Community Right-To-Know Act (EPCRA) provisions in Florida and serving as a technical advisor and information clearinghouse for the state and federal hazardous materials programs. R. Kincart continues to serve on this board with 22 additional Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

A-C-T’s Vice President, R. Jeffrey Kincart, serves as a deployable responder Urban Search & Rescue Task Force 8. US&R teams specialize in urban search and rescue, disaster recovery and emergency triage and medicine. Teams are deployed to emergency and disaster sites within six hours of notifications.

Governor Rick Scott recently appointed R.J. Kincart to the Central Florida Regional Planning Council. The CFRPC provides support to the citizens and counties in DeSoto, Hardee, Highlands, Okeechobee and Polk Counties to improve the quality of life for citizens in the Heartland. Active programs address economic development, brownfields, the Heartland 2060 Vision, local emergency planning, transportation planning, energy, hazardous materials planning, and more.

In 2001, responding to a need from the community, A-C-T implemented an annual 3-day training school for first responders from fire departments and law enforcement, as well as local, state, and federal government officials. In 2005, we added an in-house 24 hour “Call Center” to manage environmental incidents in all 50 states, Canada and Mexico.



In 2008, we formalized our training programs as *A-C-T University*, recently renamed the *A-C-T Applied Learning Institute*, to provide a higher level of hands-on training to the environmental, fire services, and construction industries. Through our partnership with Polk State College, we have evolved to offer more diverse curriculum to support numerous companies throughout Polk County.

Headquarters and Locations

In 1995, A-C-T moved its corporate headquarters from Lakeland to Bartow and developed the 8-acre campus into a true “full-service” infrastructure & environmental firm and waste processing center employing multi-disciplined professionals, field operations crews, and support personnel. In 2007, we designed, built, and moved into our own 10,000 square foot corporate office building.

In 2014, A-C-T cut the ribbon on an additional 10,000-square-foot office/training facility, the A-C-T Corporate Center for Innovation (CCI), at our headquarters in Bartow. The project was stimulated through a public/private relationship with Polk State College to



provide local municipalities, businesses and individuals the opportunity to broaden and strengthen educational opportunities for public and private sector workforce development.

A-C-T Corporate Headquarters:
 1875 West Main Street, Bartow
 863.533.2000

Orlando Office:
 6918 Forest City Road, Orlando
 407.297.8150

Licenses & Certifications

A-C-T maintains the proper licenses to complete the work described in the scope of services.

Certificates/Licenses/ Registrations	Regulatory Authority	License Number
Asbestos Business	Florida Department of Business and Professional Regulation, Asbestos Licensing Unit	ZA334
Biomedical Waste Transporter	Florida Department of Health	53-64-1310007
Biomedical Waste Operating Permit	Florida Department of Health	53-64-1315892
Engineering Business	Florida Department of Business and Professional Regulation, Board of Professional Engineers	8883
Geology Business	Florida Department of Business and Professional Regulation, Board of Professional Geologists	GB0000097
General Contractor	Florida Department of Business and Professional Regulation, Construction Industry Licensing Board	CGC062166
Certified Pollutant Storage Contractor	Florida Department of Professional Regulation, Construction Industry Licensing Board	PCCO48392
Registered Hazardous Waste Transporter	Florida Department of Environmental Protection	FLR000011049
Registered Hazardous Materials Broker	Florida Department of Transportation	062805 004 046NP
Radon Measurement Business	Florida Department of Health	RB0550
Asbestos Business Organization	State of Florida, Department of Business and Professional Regulation	40674370
Registered Used Oil & Filter Transporter & Filter Transfer Facility	Florida Department of Environmental Protection	FLR000011049
Registered Petroleum Contact Water Transporter	Florida Department of Environmental Protection	FLR000011049
Registered Transporter & Storage Facility for Mercury Containing Lamps & Devices	Florida Department of Environmental Protection	FLR000011049
State of Florida Permitted Waste Management Facility	Florida Department of Environmental Protection	093-005-SO/31
Approved Discharge Cleanup Organization FDEP	Florida Department of Environmental Protection	FDEP ID#61
SPURS	Florida Department of Management Services	F92855464-0005
Storage Tank/Contamination Contractor	Florida Department of Environmental Protection	FDEP ID# 00006
U.S. Hazardous Materials Transporter	U.S. Department of Transportation	052112 550 059U

Experience Providing Emergency Response Chemical Clean Up

With more than 85 full-time and part-time engineers, scientists, technicians and field staff working out of our corporate office and a regional office located minutes away, travel time to and from regular meetings is minimized so that management time can be better used for discussing the status of projects and planning the next assignment. This results in a significant savings in management costs. A-C-T will work diligently to become an integral component of UCF’s overall emergency response management team.

Chris Sappington will serve as the **Site Supervisor/Recovery Manager** and will be on site to supervise services during operations under this contract. With more than 20 years of practical experience, he exceeds UCF’s 5-year requirement. As Sappington is familiar with contract requirements and has the training necessary to provide exemplary emergency response and remediation services.

The three **Recovery Technicians** named on the org chart later in this section each have a minimum of one year’s experience during on site operations and have the ability to assist the site supervisor/site foreman. Josh McKee, Ben Smith and Jason Stanley are each capable of operating a vehicle and are licensed/trained to transport waste in the event that other qualified individuals are not on site.

The image below introduces a small sample of A-C-T’s **relevant project experience** as it relates to the scope provided in this invitation to negotiate. We offer detailed descriptions for each noted project later in this section.



Deepwater Horizon

A-C-T had the unique opportunity to develop an innovative approach for the State of Florida’s FDEP Bureau of Emergency Response during the very devastating situation known as the “Deepwater Horizon” event.

Our team of professional engineers and technical support staff was enlisted by the Florida Department of Environmental Protection (FDEP) through our Continuing Services Contract to provide professional consulting services as part of the Deep Water Horizon Oil Spill response efforts. Our team hit the ground running with a primary focus on evaluating the “Mobile Sector” coastline of Florida, which spanned more than 250 miles from the Florida/Alabama border to Florida’s Big Bend. The team evaluated different technologies and methodologies as they pertained to Florida’s environmentally sensitive lands and their probability of being impacted by the impending oil spill. Working alongside FDEP, our staff tirelessly liaised with Florida’s cities and counties to evaluate their threat levels and environmentally sensitive areas, and to develop a matrix of protective measures

(both conventional and experimental) that could be implemented and maintained to protect these unique areas. Additionally, our focus grew to include evaluating many types of mechanical, chemical and composite approaches relating to the protection and cleanup of oil materials within Florida’s impact zones. The evaluations included analyzing technical documents, reviewing schematic and working drawings and hands-on simulations both in a laboratory setting and within the Gulf of Mexico waters.

Further, it was imperative to engage with local contractors to implement the Area Contingency Plan elements, and ensure that the FDEP had full control and ability to systematically fund the different contractual elements without overextending the financial liability of the State and taxpayers. Therefore, A-C-T recommended and developed a contractual strategy to break down the different tasks into several small tasks with individual Task Authorizations instead of a single master contract. This document was a challenge compared to a typical construction project because of the variability of the impending impacts as well as the strained resources for coastal protection. This recommendation protected the FDEP by limiting their exposure from a financial perspective.

Upon execution of the first task order by FDEP, A-C-T mobilized to cover the eight county region to provide oversight to FDEP relative to the procurement of booming materials and verification, oversight of the implementation and daily inventory of assets to assure that materials were not being moved around and improprieties existed.

A-C-T’s experience with evaluating and implementing innovative approaches in the context of large-scale man-made disaster provides A-C-T and its stable of professionals with an extremely strong testimonial to the fact that we are outside the box thinkers and that we do not just rely on how things were done on the last job. You can rely on A-C-T during both a time of crisis or in the normal course of a project to understand the vision of the project, develop a sound project approach, quickly evaluate any innovative opportunities, and complete the project as a true partner and member of the collective team. A-C-T partnering with UCF and working with the collective team will be a true collaborative effort to ensure all tasks for this project are completed as efficiently and timely as possible.

On-site Emergency Response Clean-Up Kits

While some emergencies require nothing short of professionally trained responders, A-C-T understands that occasional relatively minor incidents can sometimes be immediately addressed by trained UCF staff using proper, readily available equipment. As part of our emergency response contract, we offer the opportunity to provide our clients with on-site Emergency Response Clean Up Kits. When specified incidents occur on a small scale, we will guide you step-by-step through the initial response, confinement and clean-up using the resources we provide in the kits. We will provide after-incident management, testing, remediation and restoration services as deemed necessary by the scope and scale of the incident.





OUR SERVICES & CAPABILITIES

ENGINEERING

- Utility Design
- Stormwater Planning, Design & Modeling
- Civil Site Design & Development
- Strategic Site Planning
- Land Use, Evaluation, Planning & Permitting
- Roadway Design
- Transportation Planning
- Traffic Studies
- Structural Design
- Remedial Design
- Remedial Alternative Technical Evaluations
- Treatability Studies
- Stormwater, Wastewater, NPDES Permitting & Controls
- SPCC Plans Development & Review
- Environmental & Regulatory Permitting
- Risk Assessments

CONSTRUCTION / INDUSTRIAL

- Construction Management
- Certified Wastewater Treatment Plant Operators
- Program/Project Management
- State Licensed General Contractor
- State Certified Engineering Business
- Remediation System Construction
- Maintenance of Traffic (MOT)
- UST Closures by Removals or AIP
- Tank Cleaning/Decontamination
- Underground Utility Construction
- Site Development - Earthwork
- Pavement Demolition/Replacement
- Dewatering/Groundwater Control
- Excavation Shoring
- Tilt-Up Construction
- Surface Water Control Structure Construction
- Vacuum Truck Service
- Soft-Dig Vacuum Excavation
- Roll-off Trucks & Boxes

MEDICAL FACILITY CLEAN-UP

- Blood Borne Pathogen
- Neutralize & Dispose WMD
- Mercury Release Clean Up

EMERGENCY RESPONSE

- 24 Hours/7 Days/365 Days per Year
- A-C-T Staffed In-House Call Center
- Mobilization: 15 minutes to 1.5 hours
- Dedicated ER Project Manager & Teams
- Fully Stocked Response Vehicles
- Real-time Updates via Web-based Client Portal

ENVIRONMENTAL & EARTH SCIENCES

- Full-Phase Assessment Actions
- RCRA/CERCLA Activities
- Site Assessment Reports (SAR)
- Remedial Action Plans (RAP)
- Air & Groundwater Modeling
- Contaminant Source Removals
- Work Plans
- Health & Safety Plans
- Treatability Studies
- Environmental Monitoring
- NPDES Permitting/Sampling
- Soil Treatment
- Soil Excavation
- Fixation of Soils/Stabilization
- Soil Venting
- Soil Bio-Treatment
- Waste Characterization
- Hazardous Material Sampling
- Well Construction
- Groundwater Treatment
- Air Sparging
- Horizontal Interceptors
- Floating Product Recovery
- DNAPL Recovery
- Bioremediation
- Filtration
- OWS Technology
- Air Stripping
- Diffusion
- Chemical Oxidation/Reduction

HEALTH, SAFETY & TRAINING

- A-C-T Applied Learning Institute
- Customized Training Design
- Certified Trainers
- Polk State Corporate College Partner
- Consulting
- Safety Plan Development
- Field Oversight

LAND ACQUISITION SERVICES

- All Appropriate Inquiry
- Phase I ESA ASTM E1527-13
- Phase II ESA ASTM 1903-11
- CERCLA Innocent Landowner Defense

WASTE DISPOSAL & RECYCLING

- Licensed Hazardous Waste Transporter
- All Facilities Audited
- Gas, Liquids & Solids
- Tanker Truck, Roll-Offs, Totes, Drums
- FDEP Licensed Bulking Facility
- Pre-arrangements for Temporary Hazardous Waste Storage
- Containerized Waste Removal
- Contracts with Licensed Disposal Facilities
- Contracts with Soil Thermal Treatment Facilities
- Waste Stream Recycling
- RCRA Consulting

AIR QUALITY & INDUSTRIAL HYGIENE

- Job Site Air Quality Monitoring
- Microbiologists & Certified Industrial Hygienists
- Indoor Air Quality (IAQ) Assessments
- Licensed Asbestos Business
- Sampling & Identification of Hazardous Materials
- Asbestos Surveys, Project Design & Management Planning
- Remediation of Lead Paint, Fungi, Asbestos
- Ventilation Studies

CRISIS MANAGEMENT

- Homeland Security Decontamination Support
- Disaster Support
- Communication Liaison Roles

Current Similar Client Contracts

Client	Client Representative	Contact	Length of Service
Florida Department of Environmental Protection	John Johnson	3900 Commonwealth Blvd., MS 659 Tallahassee, FL 32399 John.S.Johnson@dep.state.fl.us 850.245.2871	5+
City of Orlando	Diane Wetherington	400 S. Orange Ave. Orlando, FL 32802 Diane.Wetherington@cityoforlando.net 407.246.2291	8+
Florida Department of Transportation, District 5	Randy Stafford	719 South Woodland Blvd. Deland, FL 32720 Randy.Stafford@dot.state.fl.us 386.943.5395	10+
Florida Department of Transportation, District 7	Dan DeForge	11201 N. McKinley Dr. Tampa, FL 33612 Daniel.DeForge@dot.state.fl.us 813.975.6459	8+
City of Lakeland	Melissa Lee	501 E. Lemon St. Lakeland, FL 33801 Melissa.Lee@lakelandelectric.com 863.834.6342	5+
Martin County	Don Donaldson	2401 SE. Monterey Road Stuart, FL 34996 ddonalds@martin.fl.us 772.288.5920	5+
Duke Energy	Tommy ONeal	7700 County Road 555 Bartow, FL 33830 Tommy.ONeal@duke-energy.com 863.519.6100	5+
TECO	Jerry Adams	PO Box 111 Tampa, FL 33601 GWAdams@tecoenergy.com 813.635.1727	5+

Clients Lost Through Early Termination or Non-renewal

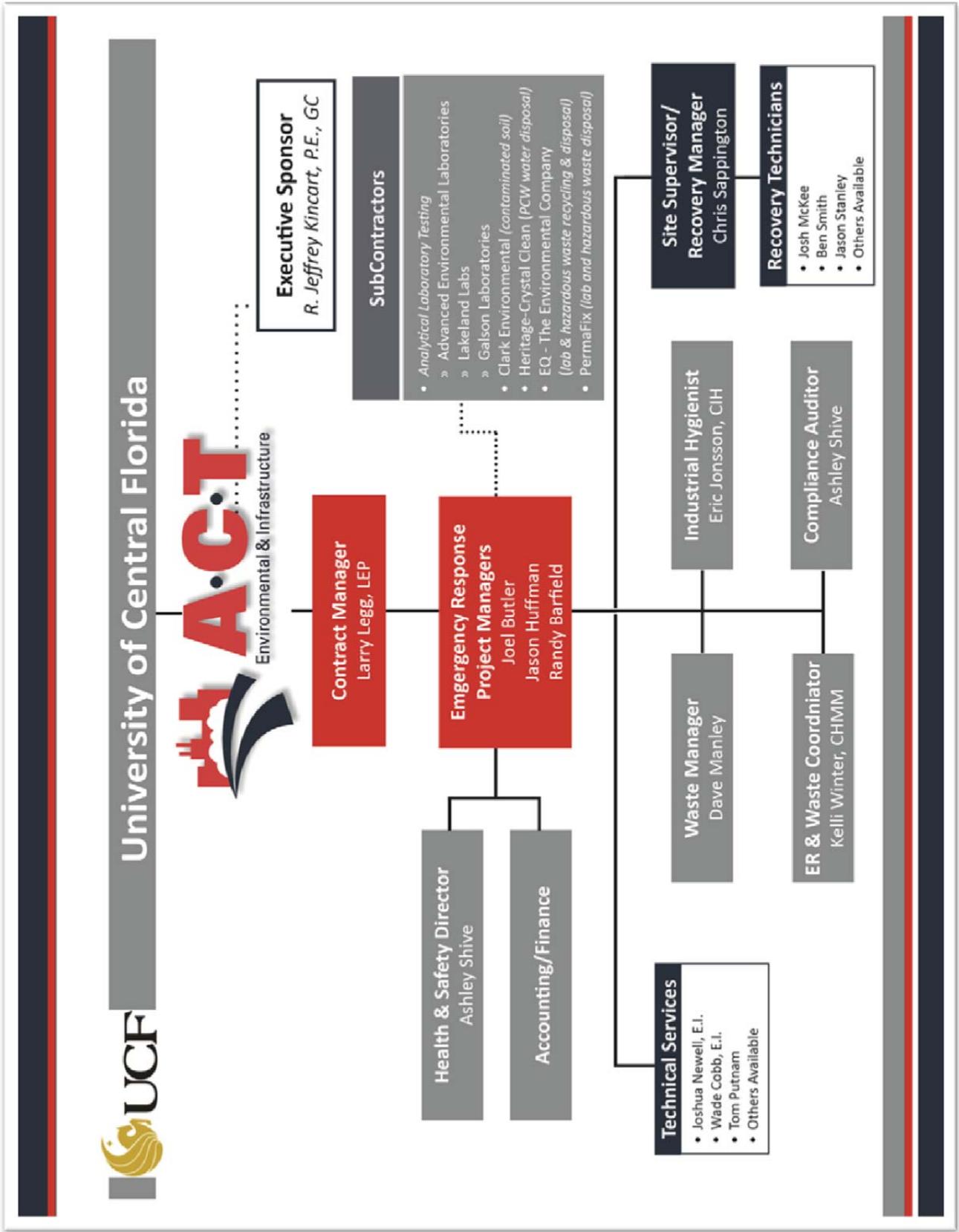
A·C·T can proudly state that we have successfully and fulfilled our clients' expectations and completed every contract through the maximum allowed renewal periods. We have not lost any client accounts through early termination or non-renewal over the past five years, nor in this history of our firm's existence.

You have our word:

- We will **listen** carefully to what you tell us you need and want to accomplish;
- We **will work as a team** to develop the very best possible solution(s);
- We will be **fiscally responsible**;
- We will **always make health and safety a top priority** on all projects;
- We will **guard your reputation** as carefully as we guard our own;
- We will **deliver a superior product**;
- **You can always count on us!**

Organizational Chart

An organizational chart for the UCF Emergency Response contract is on the following page. Resumes for key staff follow.



Corporate Structure & Chain of Ownership

A·C·T has maintained the same private ownership and corporate and upper management team since our inception – assuring continuity and sustainability. Our multi-disciplined management nucleus gives us the capacity to change course quickly when needed, yet allows us to deliver on precise schedules for critical path events and timely deliverables. A·C·T has a well-defined, focused, corporate structure with unique combinations of technical diversity, education, and experience. This allows for the integration of appropriate disciplines for complex analyses.

As a true “full-service” emergency response, environmental services, engineering and construction management provider, A·C·T has a clear understanding and working knowledge of state and regional regulatory requirements. We have conducted thousands of professional engineering and environmental consulting and emergency response assignments – safely, efficiently and cost effectively.

Larry Legg, LEP, will serve as the A·C·T Contract Manager and will be the primary contact to receive communications from the University of Central Florida. Mr. Legg fully commits A·C·T to serving the University’s contract needs and guarantees responsive service. He has a formal education in biology, is trained in hazardous materials and OSHA compliance, is a certified environmental assessor and has nearly 25 years of practical experience.

As the A·C·T Contract Manager, Larry Legg will be responsible for managing, directing, and over-seeing all personnel assigned to A·C·T’s contract team. He will ensure A·C·T continually provides UCF with responsive, cost-effective, and timely services.

We established and maintain our reputation by providing no-nonsense, practical, results-oriented services and partnerships. When you contract with A·C·T, you can count on us to be *Your Compliance Partner!*

Larry Legg, LEP
Contract Manager
1875 W. Main St.
Bartow, FL 33830
863.533.2000 x229
LLegg@A-C-T.com

A·C·T Staff

Over the past 27 years A·C·T’s staff has worked with multiple agencies and clients on individual projects. This includes: FDOT, FDEP, Department of Economic Opportunity, Central Florida Regional Planning Council, the Florida Heartland Regional Economic Initiative, and Polk County to mention just a few. Currently A·C·T is working with Escambia County through the RESTORE Council on developing their multi-year implementation plan for County enhancement projects; and with Polk County Parks and Natural Resources providing engineering services for the evaluation of the County’s ‘Grassy Lake’ Quality Assessment and Recommendations for Enhancements. A·C·T also performed professional consulting, evaluation, advisory and field construction observations related to the Deep Water Horizon Oil Spill protection and recovery efforts through multiple agencies including the Army Corp of Engineers, Florida Department of Environmental Protection, and the U.S. Coast Guard.

Our project team has spent most of their careers working directly with the State regulatory agencies and local municipalities in both the public and private sector. On many different projects, the team and firm have demonstrated success in the arenas of construction permitting, stormwater management permitting, engineering and construction consultation, governing regulations, and much more. This experience for both private and public clients provides a unique perspective and a mutual fundamental understanding that there is almost always a win-win solution to every project challenge through professional leadership and problem solving skillsets. This understanding has contributed to the successes of past projects and will be relied upon to maintain an on-time, successful project delivery.

The individual team members listed in this proposal have significant experience in depth and breadth working with all agencies (federal, state & local) at many levels and on a wide variety of projects, which when combined together, provide the University of Central Florida a tremendous talent pool to rely upon for the successful delivery and efficient response.

We pledge to work diligently and professionally on the behalf of the University of Central Florida and its constituents to provide the highest level of service and deliver great results.



Contract Manager

Education

- ❖ Bachelor of Science, Biology, 1993, Florida Southern College, Lakeland, Florida

Training

- ❖ Mine Safety and Health Administration
- ❖ DOT HAZ-MAT
- ❖ Hazardous Communications
- ❖ Incident Commander
- ❖ Continuing OSHA Compliance Training

Certifications

- ❖ Certified Florida Environmental Assessor CFEA #264
- ❖ Registered Environmental Property Assessor REPA #6107

Professional Affiliations

- ❖ Certified Florida Environmental Assessor
- ❖ National Registry of Environmental Professionals

LARRY LEGG, LEP

Larry K. Legg has successfully assisted clients in solving environmental problems for more than a decade. He has extensive experience managing site assessments, remedial systems and emergency response projects for Federal, State, local and private institutions and regulatory clients. These programs include RCRA, SWFWMD, state funded petroleum cleanup, and county regulated storage tank removals and installations.

Mr. Legg is OSHA HAZWOPER, CPR-First Aid, and respiratory-supplied air trained and understands the importance of all Health and Safety Requirements at Hazardous Waste sites. His technical experience, both as a project manager and as a staff scientist, includes Phase I and Phase II site investigations, soil, groundwater, and surface water assessments (CAR & LCAR) petroleum sites, drycleaner site assessment and remediation, RCRA facility investigations and corrective action, monitoring well installation, environmental compliance audits, bioremediation, source removal, remedial system installation, system operation and maintenance, as well as hazardous and non-hazardous materials emergency response, cleanup, and restoration.

As Director of Field Services, Larry Legg supervises the quality and safety of the work, and schedules the time, materials, and manpower for work in progress.

Past Project Experience

- Assisted in the design and implementation of a remedial approach for the treatment of solvent contaminated soil and groundwater at a RCRA regulated site. Work included excavating and on-site land farming of solvent contaminated soils and installing a groundwater pump and treat system. Conducted operation and maintenance of the remedial system and land farming cells and completed groundwater monitoring and system performance sampling. Directed field assessment activities, completes all scheduling, reporting and regulatory correspondence.
- Managed pilot study and RAP implementation at a former dry cleaning facility in Hollywood, Florida. Subsequently managed groundwater monitoring and implemented RAP by injecting Hydrogen Release Compound (HRC) into the surficial aquifer via direct push technology (DPT).
- Conducted and managed soil and groundwater assessment, RAP and LSRAP implementation and groundwater monitoring at a theme park in Winter Haven, Florida. Work consisted of the source removal and disposal of gasoline impacted soils, site restoration, and installing shallow and intermediate monitoring wells. Assisted in the design and installation of a groundwater recovery and treatment system. Implemented LSRAP.
- Managed underground storage tank removals at USPS facilities in Florida and Alabama. Scheduled with USPS and local regulatory agencies, coordinated disposal of construction debris, UST's and tank cleanings. Managed on-site construction activities and site restoration.

LARRY LEGG, LEP *(continued)*

- Conducted an environmental compliance audit of automotive retail tire store. Evaluated compliance procedures and disposal practices for waste oil and antifreeze. Following audit, all stores were re-inspected, and personnel were trained in following compliance recommendations.
- Conducted and supervised hydraulic lift removals from retail automotive service facilities in GA, FL and AL. Decommissioned all lifts and the demolition and removal of hydraulic cylinders and all associated piping. Completed source removal of impacted soils and prepared all waste generated from the removals.



**Emergency Response
Project Manager**

Education

- ❖ Environmental Science, 2002
Florida State University

Training

- ❖ Continuing 40-Hour OSHA
Compliance Training
- ❖ Mine and Safety Health
Administration (MSHA)
- ❖ Hazardous Communications
(HAZ-COM)
- ❖ Incident Commander
- ❖ Confined Space Training DOT
HAZ-MAT
- ❖ Geographic Information
Systems (GIS)
- ❖ Project Scientist in
Environmental Science
- ❖ State of Florida Certified
Asbestos Inspector
- ❖ Florida Phosphate Producers
Training

JASON HUFFMAN

Jason Huffman joined A-C-T in 2007. His previous experience includes Phase I and II site investigations, performing site assessments and issuing system permits for the On-Site Sewage Treatment and Disposal section of the Franklin and Gadsden County Health Department.

Since becoming a member of the Environmental and Earth Sciences Department, he has been involved in performing site assessments, installing remedial systems, and providing emergency response assistance. Specific tasks included Phase I, II and III site investigations, water use and environmental resources permit data collection; and soil, groundwater, surface water, air and waste sampling. He participates as a team member and task manager for petroleum, drycleaner and other contaminated site assessments including monitoring well installation, direct push investigations, geotechnical studies, and remedial actions at hazardous and non-hazardous sites. Mr. Huffman has participated in remedial projects that involved source removals, bioremediation, chemical oxidation, mechanical remedial system installation, and operation and maintenance. He is a member of the A-C-T pesticide registration team and first responder and data manager on emergency response, cleanup, and restoration projects. Mr. Huffman is also a and accredited Asbestos Inspector in the State of Florida.

Past Project Experience

- Project Scientist for FDOT District 5 and District 7 projects including: soil and groundwater assessments; DPT investigations; monitoring well installation and abandonment; GPS and GIS data collection and analysis; UST removal and closure analysis; source removal actions; and installation of underground utilities utilizing dewatering and filtration techniques.
- Project Scientist and Site Manager for FDOT District 5 and District 7 Utility installation and groundwater remediation system operations for several projects along construction route for State Road 50, Orlando Florida and U.S. 19 St. Clearwater.
- Phase I, II & III Environmental Site Assessments for numerous land transactions.
- Emergency Response Team Member- conducted initial response, assessment and cleanup
- Operations & maintenance and installation of active remediation systems including field sampling and equipment data analysis for system performance monitoring.
- Oversight for the Installation and abandonment of groundwater monitoring wells. Collected field data and water samples for laboratory analysis.
- Installation of dewatering well points and multiphase remediation systems for the installation on underground utilities within the FDOT District 5 and District 7 Right-of-Way.
- Project team member for arsenic assessment of citrus propagation property in Davenport, FL. Project involved excavation and removal of contaminated soils, backfilling, and preparing site for land development.
- Managed removal and closure of petroleum storage tanks during closure and upgrades.
- Guided field activities using direct push technology, collecting soils and groundwater samples for analyses by field screening to delineate site contamination.

JASON HUFFMAN *(continued)*

- Managed field activities for large scale petroleum releases into environmentally sensitive areas.
- Performed soil percolation tests and determined seasonal high water tables based on field data.
- Inspector for State of Florida Onsite Sewage Treatment Disposal Systems division for the Environmental Health Department.
- Conducted compliance audits of facilities and public institutions.
- Performed Health and Safety oversight during construction/destruction activities at various Mosaic Fertilizer Co. facilities



**Emergency Response
Project Manager**

Education

- ❖ A.S. in Fire Chemistry
Polk State College
- ❖ National Fire Academy Initial Response to Hazardous Materials Incidents, Hazardous Materials Incident Analysis, Health & Safety Officer
Emmitsburg, Maryland

Certifications

- ❖ FDEP Storm Water Management Inspector
- ❖ Florida State Fire College
 - Incident Safety Officer
 - Fire Service Instructor
- ❖ Louisiana State University
 - Ammonia Vapor Emergencies
- ❖ Valencia Community College
 - Hazardous Materials 1
- ❖ Polk State College
 - Hazardous Materials 2
 - Company Officer & Leadership
 - Hazardous Materials Critical Care Emergencies
 - Hazardous materials Specialist
 - Confined Space Entry
- ❖ Department of Energy
 - Radioactive Material Transportation Emergency Response
- ❖ Division of Emergency Management
 - Hazardous Materials
- ❖ State of Florida
 - Fire Fighter
 - Emergency Medical Technician
 - Fire Officer I & II

JOEL BUTLER

Joel Butler joined A·C·T in 2000 and currently serves as a site manager, assistant project manager, emergency response project manager, scientist, master plumber, and estimator in our Technical Services Group. Mr. Butler is certified and serves as a Qualified Storm Water Management Inspector.

Mr. Butler served as a State Certified Firefighter and Emergency Medical Technician for more than 28 years with Polk County Fire Rescue. During those years, he received extensive training in dealing with personnel, public relations, and hazardous materials and chemical emergencies. He served as a Battalion Chief for 10 years in the Fire Services which has proven invaluable in his position at A·C·T.

He obtained his Master Plumbing License in 1989, and serves as the Master Plumber for A·C·T.

As a site manager for A·C·T, Mr. Butler oversees all site operations and personnel on environmental remediation and commercial construction projects.

Mr. Butler’s responsibilities for A·C·T include managing the initial response for fuel and chemical emergencies, managing the cleanup phase of fuel and chemical emergencies, estimating environmental and construction projects, site management of environmental and construction projects, conducting storm water inspections throughout Florida, scheduling and budgeting projects, and managing subcontractors and A·C·T employees.

Representative Past Project Experience

- Deployed to Boca Raton to work in conjunction with the F.B.I. as a Haz-Mat Specialist in the investigation of an Anthrax situation.
- Site management for A·C·T at the Florida Department of Transportation District 7’s contaminated groundwater and treatment location in Clearwater.
- Estimating, budgeting, and project management for the Florida Department of Transportation District 1 storage facility.
- Estimating, budgeting, and project management for the City of Lakeland’s Artificial Wetlands Project.
- Estimating, budgeting, project management, and site management of the City of Bartow’s Energy Conservation Project, which included a budget of more than \$1 million with work at twelve different locations.
- Site management of the City of Avon Park’s Airport Project.
- Project coordination on several chemical emergencies throughout the United States.
- Storm water inspection of multiple locations throughout Florida.
- Project manager for several projects throughout the state for the Department of Interior, National Parks Service, and U.S. Fish and Wildlife.



**Emergency Response
Project Manager**

Training

- ❖ 40-Hour OSHA HAZWOPER
- ❖ 240-Hour Basic Firefighting Training
- ❖ Liquefied Petroleum Gas Safety Course
- ❖ Haz Mat Awareness Course
- ❖ 12-Hour Blood borne Pathogen Training
- ❖ 16-Hour Recognizing & Identifying Haz Mat
- ❖ 16-Hour Emergency Vehicle Operator Course
- ❖ Haz Mat Specialist Training
- ❖ Confined Space Rescuer

Certifications

- ❖ State of Florida Certified Haz Mat Technician
- ❖ State of Florida Certified Municipal Inspector
- ❖ State of Florida Certified Emergency Medical Technician

RANDY BARFIELD

Randall L. Barfield has been employed by A·C·T since 2000, and currently serves as its Director of Emergency Services. Barfield has nearly 30 years of experience in Fire Service, including: Haz Mat incidents; command & control missions, containment and remediation, Level A Entry; and emergency incident command. He is a certified Fire Officer, Hazardous Materials Technician, Instructor, Municipal Inspector and Emergency Medical Technician.

As A·C·T's 24-hour Emergency Response Coordinator, Mr. Barfield oversees the overall operation of the health & safety division, scheduling, supervising and training (which includes field and project management of emergency response operations and remediation projects) throughout the State of Florida. Projects under Mr. Barfield's supervision have included more than 500 emergency response and remediation sites in Florida

Barfield has conducted numerous meetings and presentations with various local and state regulatory personnel.

Briefing Emergency Management of Incidents; Emergency Response Team Member; Emergency Contingency Planning; Proficiency with OVA and Combustible Gas Meter; Petroleum Operating Safety Procedures; Compressed Gas Operating Safety Procedures; NFPA, OSHA, ASTM, and NEC Code Compliance; Preparation and Management of Emergency Spill Response Agreements; more than 20 years as a career officer.

Past Project Experience

- Project manager for emergency response operations and remediation projects throughout Florida.
- Decontamination and disposal project management for the Agency for Toxic Substances and Disease Registry (ATSDR).
- Project management for decontamination and disposal activities at the Landia Chemical site. (CERCLA)



**Health & Safety Director
Compliance Auditor**

Education

- ❖ Bachelor of Science, Biology
James Madison University
Harrisonburg, Va.

Training

- ❖ 40-Hour HAZWOPER Training, Supervisory
- ❖ Incident Command Training
- ❖ First Aid and CPR
- ❖ Field Chemist Skills
- ❖ DOT Hazardous Materials Management (HM181)
- ❖ Confined Space Supervisor
- ❖ Confined Space Attendant/Entrant
- ❖ Scaffolding
- ❖ Train the Trainer RCRA and OSHA Scaffolding
- ❖ Florida Maintenance of Traffic *Intermediate Level*
- ❖ Industrial Hygiene Sampling
- ❖ CDL Class B with HazMat endorsement
- ❖ Forklift Operator
- ❖ RCRA Compliance

ASHLEY SHIVE

Ashley A. Shive serves as A-C-T’s Corporate Health and Safety Officer and Director of the A-C-T Applied Learning Institute. Shive reduces risks and hazards, maintains federal and state safety requirements, designs and delivers effective training seminars, conducts site inspections, and updates/enforces A-C-T’s Health & Safety Manual.

With nearly 20 years in the environmental engineering industry, Shive’s professional experience includes detailed RCRA compliance work, facilitating hazardous and non-hazardous waste disposal, managing personnel, compliance training, logistics scheduling, project management, customer satisfaction, and regulatory compliance reporting for OSHA, EPA and DOT.

As the Director of the A-C-T Applied Learning Institute, Shive uses her dynamic instructional and leadership abilities to design successful training courses for clients in multiple disciplines. From traditional lectures to hands on application, Shive’s classes use diverse learning strategies to cover topics such as: Hazardous Materials Transportation, Emergency Response to Chemical Releases, Customer Service Skills, HAZWOPER, Confined Space Rescue, SPCC Plans and Compliance, and Environmental Sampling.

As the Corporate Health & Safety Officer, Shive demonstrates excellent interpersonal skills while confidently interfacing with professionals, field staff and clients. Her knowledge of all applicable rules and regulations concerning safety procedures and policies helps Shive drive A-C-T toward total safety and wellness.

As an A-C-T disposal project manager Shive manages all aspects of solid and hazardous waste handling, sampling, characterization, transport, and disposal for petroleum, dry cleaning, Brownfields, industrial, and Superfund sites projects. Her waste disposal responsibilities include performing RCRA & OSHA compliance inspections for generators and completing SARA, RCRA, FIFRA, and EPA reports.

Past Project Experience

- Provided site safety oversight for chemical plant closure with 1876 man-hours accident free
- Conducted environmental compliance training for 800 Mosaic employees
- Coordinated, tracked, profiled and manifested waste from Mosaic Riverview SAP 7 and SAP 9 turnaround
- Manifested, profiled and tracked disposal of 60 tractor trailers of hazardous waste from plant closure
- Coordinated and conducted industrial hygiene monitoring for 270 employees on possible air pollutants and noise levels
- Provided site safety oversight and real time air monitoring for trenching operations through contaminated soil and groundwater for FDOT District Five
- Designed and developed A-C-T Total Wellness program for company compliance to safety standards and overall improvement in employee performance through wellness initiatives
- Spearheaded A-C-T’s application and subsequent programs to receive OSHA’s Safety & Health Achievement Recognition Program (SHARP) recertification for three consecutive terms

ASHLEY SHIVE (*continued*)

- Directed A·C·T's team in the design and development of the A·C·T Applied Learning Institute
- Managed logistics and disposal of recalled consumer commodities for large national account – including all generator status applications, bi-annual reporting to all affected states, manifesting and transportation logistics
- Coordinated multiple international waste shipments for large chemical plant closure in Abaco, Grand Bahamas, including packaging wastes on site and properly preparing loads for vessels following all IMDG regulations



Certified Industrial Hygienist

Education

- ❖ Bachelor of Science, 2001, Cellular Science & Molecular Biology; Minor in Chemistry, University of Florida
- ❖ Masters of Science, (c) Public Health/Industrial Hygiene University of South Florida

Training

- ❖ 40-Hour OSHA HAZWOPER and annual refresher
- ❖ DOT HAZ-MAT
- ❖ Hazardous Communications
- ❖ Incident Commander
- ❖ Confined Space Attendant/Entrant
- ❖ Mold Assessment & Remediation

Professional Certifications

- ❖ Certified Industrial Hygienist, American Board of Industrial Hygiene Certification #9713CP
- ❖ Accredited Asbestos Building Inspector, Asbestos Management Planner, and Asbestos Project Designer Environmental Manager

ERIC JONSSON, CIH

Eric Jonsson is a Certified Industrial Hygienist who is responsible for the oversight of A-C-T’s Industrial Hygiene program. Mr. Jonsson has successfully resolved a broad range of complex environmental and occupational health problems involving exposure to chemical, physical, and biological agents in air, water, and soil. His work focuses on indoor air quality, industrial hygiene, safety, and hazardous waste disposal.

Mr. Jonsson’s responsibilities include assisting clients in diagnosing and mitigating indoor environmental quality concerns and to promote health and safety of employees, solid and hazardous waste management, site characterization for soil and groundwater contamination, developing budgetary proposals, and writing concise technical reports.

Mr. Jonsson has successfully managed projects in a cost effective manner for public and private clients, school systems, industrial facilities, commercial establishments, medical companies, hospitals, counties, and municipalities.

Past Project Experience

- Department of Transportation District 5 - Mr. Jonsson has conducted numerous asbestos survey evaluations for DOT, District 5. The purpose of these evaluations was to assist DOT in identifying, assessing, and mitigating asbestos concerns and to promote the health and safety of employees and the public at facilities throughout the district.
- Lykes Meat Packing Group - Mr. Jonsson performed the asbestos survey and subsequent O&M program for the 100,000 square foot meat packing facility in Plant City, Florida. The purpose of these evaluations was to assist Lykes Meat Packing Group in identifying, assessing, and mitigating asbestos concerns and to promote the health and safety of employees at the facility.
- Mercury Spill Decontamination - Mr. Jonsson has an extensive resume in mercury cleanup, assessment, and decontamination. He has managed major cleanup efforts for the University of Florida, Sarasota County School District, Lakeland Regional Medical Center, the City of Lakeland, and numerous other medical offices, schools, and private residences across the state.
- IAQ Investigations - Mr. Jonsson has conducted hundreds of indoor environmental quality evaluations for various private, public, and commercial clients. He has employed a variety of investigative methods and analytical technologies during the evaluations. These include background/historical data collection, facility walk-through evaluations, instrumentation/air monitoring data collection, bulk sampling/analysis, and microbial assays. In addition, direct reading field instruments were employed to collect air quality data involving carbon monoxide, oxygen, hydrogen sulfide, combustible gases, carbon dioxide, particulates, and VOCs.
- General Items - Phase I and II Environmental Assessments; Emergency Response Team Member- initial response, assessment and cleanup; at various sites statewide

Previous Employment

- Groundwater/Microbial Scientist, QA/QC Officer, Advanced Technology & Testing Laboratories (2001-2002)



ER & Waste Coordinator

Education

- ❖ Bachelor of Science, Chemistry, 2000, University of South Florida, Tampa, Florida

Training

- ❖ 40-Hour HAZWOPER Training, Supervisory
- ❖ MSHA New Miner
- ❖ Storage Tank Management
- ❖ RCRA
- ❖ DOT Hazardous Materials Management (HM181),
- ❖ First Aid / CPR
- ❖ Used Oil Regulations
- ❖ OSHA 10 Hour General Industry
- ❖ Loss Prevention Systems
- ❖ Waste Analysis Plans

KELLI WINTER

Kelli R. Winter is a chemist with more than 10 years experience in her field. At A-C-T, she has served as emergency response incident manager, project manager, and as an EHS trainer. Ms. Winter is a Certified Hazardous Materials Manager.

As a Disposal Project Manager, Ms. Winter has managed all aspects of solid and hazardous waste handling, sampling, characterization, transport and disposal for Petroleum, Dry Cleaning, Brownfields, Industrial, and Superfund sites. Responsibilities have also included performing compliance inspections for generators and TSDF audits.

Ms. Winter provides support to A-C-T’s Emergency Response operations, including transportation and disposal of waste, and preparation of technical reports to clients and regulatory agencies. She is responsible for permitting, operation, and regulatory compliance of A-C-T’s FDEP-permitted Solid Waste Management facility.

Ms. Winter’s experience also includes managing environmental compliance for twelve facilities throughout Florida, Alabama, Georgian and Louisiana. She has experience working with regulators on a City, County, State and Federal level.

Past Project Experience

- Coordinated, tracked, profiled and manifested various waste streams from several gas station demolitions for Florida Department of Transportation
- Manifested, profiled and tracked disposal of PCB-contaminated waste (soil, oil and various debris) from MODEF remediation projects
- Researched and obtained permits for the generation and transportation of biomedical waste and implemented and managed those operations
- Characterized, coordinated, tracked, profiled and manifested hazardous waste for various clients
- Coordinated and tracked the recycling of electronic and universal waste streams



Waste Manager

Education

- ❖ Bachelor of Science, Geology
Indiana University, 1991
Bloomington, Indiana

Training & Certifications

- ❖ 40 Hour OSHA Hazwoper Certification
- ❖ DOT Haz-Mat Training
- ❖ Mine Safety and Health Administration Certification
- ❖ Florida Phosphate Producers Training
- ❖ American Red Cross First Aid/CPR Certification
- ❖ Class D Waste Water Treatment Certification
- ❖ Landfill Operator Certification
- ❖ Incident Commander Emergency Response

DAVE MANLEY

With more than 25 years in the environmental services industry, **David Manley** currently serves as the A-C-T’s operations manager.

When he relocated to Florida in 2014, Manley brought with him 22 years of experience working for an environmental services firm headquartered in Indianapolis, Ind. He has successfully served in high level positions, including as a geologist, chemist, facility supervisor, operations manager, plant manager, landfill manager, general manager, and director while working with the Geological Survey, IDEM, EPA, Heritage Environmental and Heritage Transport.

A seasoned environmental manager, Manley has hands-on experience in almost all areas of the environmental services profession. Manley has been in responsible charge of landfills, waste water treatment plants, RCRA Part B TSDF’s and a nationwide transportation fleet. He is well versed in RCRA, MSHA, OSHA and DOT regulations and has extensive training in personnel management, safety, environmental compliance, facility operations, project management, logistics, emergency response and critical incident command. Manley is also well versed in waste management and can help determine a solution to environmental issues. He can assist with disposal options, facility problems and understands the logistics and economics of how to manage your hazardous and non-hazardous waste disposal needs and environmental problems.

Representative Past Project Experience

- Directed large scale projects across the country to include logistics, remediation, and waste disposal.
- Ran multiple facilities including landfills, disposal facilities and nationwide transportation with personnel in excess of 200 and an operating budget of over 70 million.
- Operations ran under on budget and with continuous improvement in the areas of safety, compliance and operational efficiency.
- Directed Safety Committee, Incident Commander Emergency Response Team, Hazwoper certified, MSHA certified, First Aid/CPR certified, Landfill and Waste Water Treatment Operator certified.
- Ran Part B TSDF Waste Water Treatment Facilities, Landfills and Transportation hubs in Bartow, Indianapolis, Chicago, Kansas City, Pittsburgh and Charlotte.
- Undertook multiple 20,000-100,000+ ton remediation jobs for fortune 500 companies to successful completion. Treated 3 million gallons of bulk liquid waste per month and over 120,000 containers per year.
- Worked with research and development group to solve complex regulatory and environmental problems for the steel industry, auto industry, military contractors, airline industry, pharmaceutical industry, retail industries and many, many fortune 500 clients.



Recovery Manager / Site Supervisor

Training

- ❖ Mine Safety and Health Administration
- ❖ Contractor Safety
- ❖ TECO Safety & Security
- ❖ OSHA HAZWOPER
- ❖ Continuing OSHA Compliance Training
- ❖ Hazardous Materials: Incident Analysis
- ❖ U.S. Environmental Protection Agency Hazardous Materials Incident Response Operations
- ❖ Fire Ventilation Methods and Techniques
- ❖ Florida Department of Transportation Contractor Supervisor Training

Certifications

- ❖ Commercial Driver License

CHRIS SAPPINGTON

Chris Sappington serves as A-C-T’s Recovery Resource Manager and will serve UCF as the site supervisor for this contract. He has successfully assisted clients in solving environmental problems for more than 20 years. Prior to joining A-C-T, Sappington was a Michigan firefighter with a strong hand in his family’s environmental business where he worked on numerous oil well remediation, drilling and installation projects. During his tenure at A-C-T, Sappington has supervised approximately 150 emergency response events, from relatively minor spills to large scale operations. He has extensive hands-on experience managing site assessments, remedial systems and emergency response projects for Federal, State, local and private institutions and regulatory clients. These programs include RCRA, SWFWMD, state funded petroleum cleanup, and county regulated storage tank removals and installations.

Sappington is OSHA HAZWOPER, CPR-First Aid, and respiratory-supplied air trained and understands the importance of all Health and Safety Requirements at Hazardous Waste sites. As a recovery manager, his technical experience includes initial site response for emergency incidents, construction support relating to hazardous and non-hazardous materials releases, source removal, remedial system installation, system operation and maintenance, as well as hazardous and non-hazardous materials emergency response, cleanup, and restoration.

Sappington is a certified trainer for course topics that include: Preventing OSHA Inspections; Record Keeping; Aerial Lifts, ladders & Working Surfaces; Personal Protection Equipment; Hazard Communication (MSDS Training); and Powered Industrial Equipment.

Representative Past Project Experience

- Land farmed crude oil from a 10,000 barrel spill. The project included drilling and monitoring wells, contamination assessments, and remediation, regulated by Michigan’s Department of Environmental Quality.
- Completed close to 200 gas station remediation projects in Michigan. As the site supervisor, Sappington was in charge of installing, building, and testing recovery wells to remove and treat gasoline products.
- Supervised a 23-person crew for five months of land farming, monitor well testing, and installing pump systems on 30 acres of property owned by Total Refinery in Alma, Mich. Sappington oversaw the system installation, day-to-day operations and maintenance for the three years it was running. Total project cost: \$8 million.
- Supervised A-C-T emergency response team in recovering hazardous and explosive materials as well as hazardous biological materials after an airplane crashed into a warehouse that housed vehicle air bags.

CHRIS SAPPINGTON *(continued)*

- When an explosion rocked a biodiesel plant in Stuart, Fla., Sappington led A·C·T's 20-person emergency response team in recovering 40,000 gallons of biodiesel that impacted a nearby commercial business park. The team was responsible for sampling, testing, excavating and removing approximately 70 roll-off boxes of contaminated soil. Sewer jet trucks were to clean city streets, culverts, storm drains and sewer pipes, re-sod and restored the area to impacted area. Project cost: \$875,000
- Supervised the emergency response for an overturned 7,000- gallon gasoline tanker that subsequently caught fire on SR 62 near Wauchula. Once the fire was extinguished, the ER team installed monitoring wells, excavated and removed contaminated soil, backfilled, re-sod and restored the impacted area.
- When a system fault triggered an explosion/fire in an energy substation, destroying a transformer, sending debris ¼ mile away and threatening adjacent wetlands, Sappington led the 40-person emergency response team and the subsequent restoration team. More than 7,000 gallons of MODEP discharged from the transformer. A·C·T removed, transported and properly disposed of approximately 26,000 gallons of petroleum contaminated water and approximately 275 tons of petroleum contaminated soil. The team successfully prevented any impact to adjacent wetlands, and minimized the negative impact on the client's normal operations.
- Supervised A·C·T's response to a vehicle fire in a University of Central Florida campus parking garage. A·C·T's Emergency Response Team cleaned debris from around the scalded vehicle as well as the damaged vehicle on the floor directly below. A·C·T collected, transported and disposed of 165 gallons of contaminated debris including gasoline, oil, tire rubber and vehicle parts.



Professional Engineer

Education

- ❖ Bachelor of Science
University of Central Florida
- ❖ MBA Coursework
Webster University

Training

- ❖ OSHA 40 Hour Safety Training
- ❖ Basic Electricity
- ❖ Remedial System, Troubleshooting Maintenance & Repair
- ❖ Auto CAD Design

Registrations / Certifications

- ❖ Florida Registered Professional Engineer #60967
- ❖ National Council for Examiners for Engineering and Surveying Record Holder, #26063

GERALD ROBINSON, P.E.

Mr. Gerald Robinson joined A·C·T as the professional and technical services team leader managing professional and field staff for remediation and assessment projects. He has experience in diverse industries performing engineering design functions, manufacturing process management, project management, process improvement, personnel management, and providing engineering support. He has assessed petroleum contaminated sites, designed remediation systems to treat both contaminated soil and groundwater, managed contracts with municipalities, and supervised a workforce of more than 25 employees.

Representative Project Experience

- **Professional Engineer, Spessard Holland Elementary School, Polk County, Florida:** Assessment of groundwater conditions and assist with the writing of public notices.
- **Professional Engineer, Management of Municipal Contracts, Polk County School District, Bartow, Florida:** Assisted Project Managers in meeting with school district officials and advised the District as a consultant. Mr. Robinson provided the District with an assessment of the areas of concern for environmental hazards. He regularly met with District officials and provided updated information on a monthly basis.
- **Program Manager & Project Engineer, Petroleum Restoration Program, Central District, Florida:** Acted as the program manager and project engineer overseeing A·C·T’s activities in the newly redesigned Petroleum Restoration Program. In the first three months of the program A·C·T has been awarded over 20 contracts for site assessment, site monitoring and site closure.
- **Professional Engineer, Giles Property, Winter Haven, Florida:** reviewed the file history utilized information obtained from the files reviewed to develop a site specific remedial action plan. Per the customer’s request the system had minimal impact to daily operations. The remedial system has since reduced the contamination by over 75%.
- **Professional Engineer & Project Manager, Days Inns Remediation, Altamonte Springs, Florida:** Estimated and oversaw the installation of a large remediation system which included air sparge, vapor extraction, multi-phase extraction, and dual extraction wells. The remedial system’s piping was installed on three separate properties and included a directionally drilled pipe that went under a roadway.
- **Project Manager, Waste Water Treatment Plant #3, Winter Haven Florida:** Planned and managed the removal of over 750,000 gallons of partially digested sludge from an anaerobic digester that had been sitting for more than 10 years. Activities included arranging transportation and disposal, ordering equipment, and monitoring employee safety.

Subcontractors

You will notice a few subcontractors noted on the preceding organizational chart. While each subcontractor is discussed more thoroughly later in our response, we may contract with them to provide the following services.

Services	Subcontractor(s)
Analytical Laboratory Analysis	<ul style="list-style-type: none"> ➤ Advanced Environmental Laboratories ➤ Lakeland Labs ➤ Galson Laboratories
Lab & Hazardous Waste Disposal	<ul style="list-style-type: none"> ➤ EQ – The Environmental Company ➤ PermaFix
Contaminated Soil Disposal & Treatment	<ul style="list-style-type: none"> ➤ Clark Environmental
Petroleum Contaminated Water Disposal	<ul style="list-style-type: none"> ➤ Heritage-Crystal Clean

DEEPWATER HORIZON EMERGENCY RESPONSE SUPPORT THROUGH CONSULTING AND INCIDENT RESPONSE OVERSIGHT

A·C·T had the unique opportunity to develop an innovative approach for the State of Florida’s FDEP Bureau of Emergency Response during the very devastating situation known as the “Deepwater Horizon” event.

A·C·T’s team of Emergency Response Managers, professional engineers and technical staff was enlisted by the Florida Department of Environmental Protection (FDEP) through our Emergency Response Continuing Services Contract. Our team hit the ground running with a primary focus on evaluating the “Mobile Sector” coastline of Florida, which spanned more than 250 miles from the Florida/Alabama border to Florida’s Big Bend.

The team evaluated different technologies and methodologies as they pertained to Florida’s environmentally sensitive lands and their probability of being impacted by the impending oil spill. Working alongside FDEP, our staff tirelessly liaised with Florida’s cities and counties to evaluate their threat levels and environmentally sensitive areas, and to develop a matrix of protective measures (both conventional and experimental) that could be implemented and maintained to protect these unique areas.

A·C·T’s focus grew to include evaluating many types of mechanical, chemical and composite approaches relating to the protection and cleanup of oil materials within Florida’s impact zones. The evaluations included analyzing technical documents, reviewing schematic and working drawings and hands- on simulations both in a laboratory setting and within the Gulf of Mexico waters.

Further, it was imperative to engage with local contractors to implement the Area Contingency Plan elements, and ensure that the FDEP had full control and ability to systematically fund the different contractual elements without overextending the financial liability of the State and taxpayers. Therefore, A·C·T recommended and developed a contractual strategy to break down the different tasks into several small tasks with individual Task Authorizations instead of a single master contract. This document was a challenge compared to a typical project because of the variability of the impending impacts as well as the strained resources for coastal protection. This recommendation protected the FDEP by limiting their exposure from a financial perspective.

Upon execution of the first task order by FDEP, A·C·T mobilized to cover the eight county region to provide oversight to FDEP relative to the procurement of booming materials and verification, oversight of the implementation and daily inventory of assets to assure that materials were not being moved around and improprieties existed.

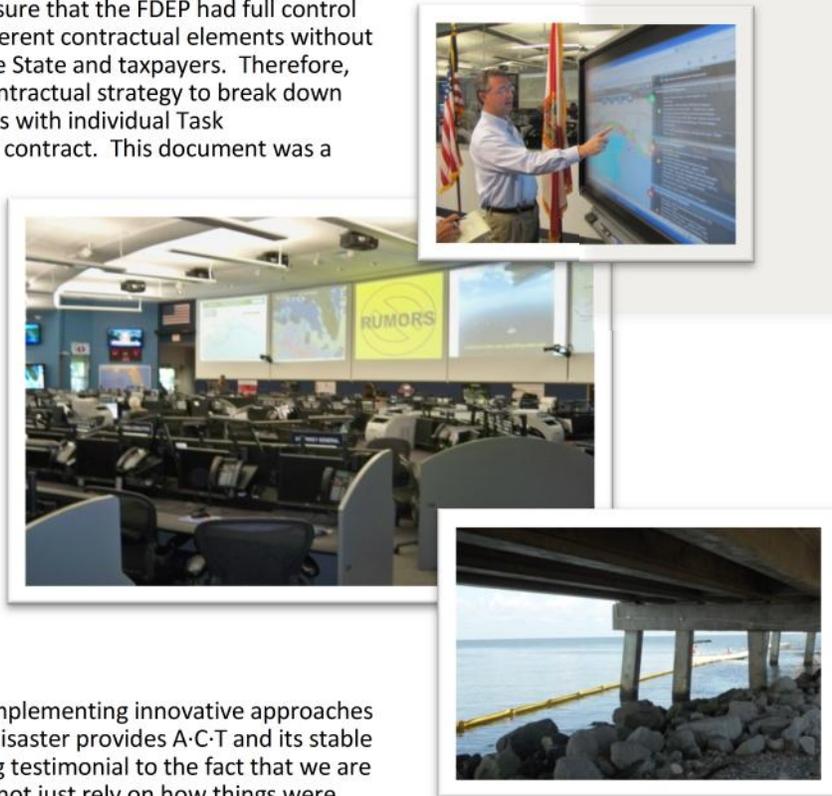
A·C·T’s experience with evaluating and implementing innovative approaches in the context of large-scale man-made disaster provides A·C·T and its stable of professionals with an extremely strong testimonial to the fact that we are outside the box thinkers and that we do not just rely on how things were done on the last job. You can rely on A·C·T during both a time of crisis or in the normal course of a project to understand the vision of the project, develop a sound project approach, quickly evaluate any innovative opportunities, and complete the project as a true partner and member of the collective team.

Project Location:
Florida Panhandle
Gulf Counties

Client:
Bureau of Emergency Response
Florida Department of
Environmental Protection

Year Completed:
2010

Year Completed:
Emergency Response &
Strategic Planning
Field Response Oversight
Contract Management



LAKELAND SUBSTATION FIRE RESPONSE & CLEAN UP

In 2007, A-C-T performed an emergency response for the City of Lakeland immediately following the report of a fire involving a 230/69 KV transformer at the Lakeland Electric West Substation. The transformer had a listed capacity of approximately 16,000 gallons of Non-PCB certified highly/severely refined mineral oil dielectric fluid (MODEF), with an estimated 1,500 gallons of MODEF released from the transformer during the fire. A-C-T’s initial response assessment included an air quality survey of site and surrounding properties and a structural engineering assessment in the fire damaged areas of the facility.

The eight-day fire-fighting effort generated a significant amount of Petroleum Contact Water (PCW). To control and consolidate the PCW, A-C-T constructed several recovery trenches and collection sumps until vacuum trucks and equipment were used to transfer the PCW into two 20,000-gallon capacity holding tanks for temporary storage. Following the transfer, A-C-T began the assessment and soil removal activities. Interim source removal, and site restoration efforts continued for approximately eight weeks. After all visible traces of MODEF and a required one-foot lateral buffer of soil were removed, validated by PetroFlag®, verification sampling for chemical analyses documented the successful removal effort and each area was backfilled to grade with clean fill. Approximately 319,000 gallons of MODEF and PCW and nearly 4,480 tons of petroleum-contaminated soil were removed, transported, and properly treated or disposed of.

All work was coordinated under A-C-T’s safety program, allowing Lakeland Electric and Progress Energy to repair and resume production of segments of the facility as cleanup occurred.



A-C-T excavating MODEF bearing soils.

A-C-T responder discussing operation with firefighters.

Project Location:
Lakeland, Fla.

Client:
City of Lakeland

- Role:**
- Site Security, Control & Stabilization
 - OSHA Health & Safety Services
 - Hazards Evaluation & SARA Reporting
 - FDEP-BER & State Warning Point Notifications
 - MOT & TIMs Procedures
 - Excavation & Transportation of Contaminated Media
 - Soil & Liquid Vacuum Truck Services
 - Roll-off and Vacuum Box Services
 - Disposal Coordination
 - Temporary Monitoring Wells & Soil Boring Installation
 - FDEP & EPA Sampling Protocols
 - Data Interpretation & Regulatory Reporting
 - Site, Roadway & Infrastructure Restoration
 - Innovative Technologies

UNIVERSITY OF CENTRAL FLORIDA-MYCOBACTERIUM TUBERCULOSIS SCREENING

In September 2013, the University of Central Florida contracted with A-C-T to perform a screening of the BSL3 laboratory and surrounding areas within the Biological Sciences Building for the presence of *Mycobacterium tuberculosis* (TB). The BSL3 lab was conducting TB research and it was reported that during a compliance audit, several deficiencies were noted. These deficiencies could have resulted in the release of TB into the areas immediately outside of the BSL3 lab. The screening was conducted to help ensure that initial decontamination efforts were successful, that TB did not escape the lab, and to protect the health and safety of future employees and contractors as the lab space was being repurposed in the future.

The A-C-T Certified Industrial Hygienist (CIH) arrived on site and conducted sampling activities in accordance with the method published in the Journal of Clinical Microbiology (JCM: 41: 4783-4786), via real time PCR analysis for TB. Both air and swab/surface samples were collected during the screening activities. The A-C-T CIH utilized high flow sampling pumps for air sample collection. The pumps were pre and post calibrated with a BIOS DryCal DC-Lite primary flow standard to approximately 10 liters per minute. Samples were collected from the BSL3 lab as well as from adjacent rooms where wall penetrations from electrical and HVAC components could have allowed for the passage of lab air.

Project Location:

Orlando, Fla.

Client Name:University of Central
Florida**Client Address:**

EH&S

6900 Lake Nona Blvd.

Orlando, FL 32827

Client Contact:Renee Michel
Renee.Michel@ucf.edu**Contact Phone:**

407-266-7080

Year Completed:

2013



The Biological Sciences Building on the University of Central Florida campus.



Air sampling in progress within the BSL3 laboratory.



Among other areas, the HVAC plenum from the subject laboratory was screened for the presence of TB.

LAKELAND WASTEWATER TREATMENT PLANT MERCURY CLEAN UP

A-C-T assessed and remediated an elemental mercury release at the Glendale Wastewater Treatment Plant in Lakeland, Fla. To assess the mercury release, A-C-T used a RA-915+ Light Lumex® Mercury Vapor Analyzer (MVA) capable of conducting real-time air sampling of vapor concentrations with a range of 100 to 100,000 parts per trillion of mercury vapor. The Lumex provides easy and accurate analysis of mercury vapor concentration in ambient air in the workplace environment based on differential Zeeman atomic spectrometry using high frequency modulation of light polarization. A-C-T abated mercury concentration using a MRS-3 Minuteman Mercury Recovery Vacuum (MRV); the vacuum facilitates decontamination of impacted surfaces by removing free mercury and vapor concentrations. Non-porous surfaces were decontaminated with mercury adsorbent wipes.

Upon completion of assessment and remediation activities, A-C-T performed air sampling in accordance with NIOSH Method 6009. Samples were collected from the breathing zones in the vicinity of the impacted area and throughout the building. The samples were collected for 8 hours with MSA Escort ELF pumps at flow rates of 200 ml/min. The samples were submitted to an AIHA-accredited analytical laboratory certified to perform NIOSH Method 6009 for total elemental mercury. Results of the analytical data demonstrated that the elemental mercury cleanup was successful.



A-C-T conducts elemental mercury cleanup activities



Staging area for elemental mercury contaminated materials.

Project Location:
Lakeland, Fla.

Client:
City of Lakeland

Role:
Environmental/Occupational Health (EOH)
Indoor Environmental Quality (IAQ)
Hazards Analysis
Regulatory Compliance Assessments
Lead Based Paint Assessments
Asbestos Surveys
Air Toxic Exposure Assessments
Baseline & Sick Building Syndrome Surveys
OSHA Exposure Monitoring
Mold Assessment, Prevention and Remediation Plans
Risk Assessments
Innovative Technologies

HERON CREEK MIDDLE SCHOOL MERCURY RESPONSE

On the afternoon of March 29, 2012 A-C-T received a report that a student at the Heron Creek Middle School broke a mercury containing device during school hours. Initially, the teacher in the room attempted cleanup. Several class periods passed before the administration was notified of the incident. The school was immediately shut down and students were sent home. The Sarasota County School District's consultant contacted A-C-T to perform the emergency response cleanup and decontamination related to the spill.

A-C-T immediately responded to the scene. As several class periods had passed from inception of the event to school shutdown, it was unclear the extent of potential contamination within the property. A-C-T's Certified Industrial Hygienist (CIH) began systematically measuring mercury vapor concentrations of all areas and classrooms that the responsible student had been to.

With the use of the A-C-T owned Lumex mercury vapor analyzer (MVA), the CIH was quickly able to isolate those areas that displayed elevated mercury vapor concentrations. All but the room where the spill occurred were eliminated as potential contamination areas, allowing the school to reopen the following day.

After initial screening with the Lumex MVA, the cleanup crew donned the appropriate PPE and began decontaminating the room. Cleanup was very difficult as the mercury containing device (sling psychrometer) was travelling at a high rate of speed when it broke sending mercury droplets across a wide area of the room, many of which were not easily visible due to their small size. Over the next three days A-C-T decontaminated the entire surface area of the room and its contents using specific mercury cleanup products, the mercury recovery vacuum and the heating and ventilation of the space through carbon and HEPA filter air scrubbers. Due to the small mercury droplets involved the Lumex MVA was heavily relied on to guide decontamination efforts. During cleanup activities the A-C-T crew worked with the EPA Region IV on scene coordinator to achieve acceptable cleanup results. After cleanup was complete, the waste generated during the event was permitted and transported to an accepting disposal facility.

Project Location:

6501 W. Price Blvd.
North Port, Fla.

Role:

Emergency Response
Industrial Hygiene

Contact:

Beth Rains
Project Manager
5420 Bay Center Dr.
Tampa, Fla. 33609



Mercury Recovery Vacuum



Mercury Recovery Vacuum in use.



Heating & ventilating impacted space to remove fugitive mercury vapor.

PAINT & SOLVENTS RESPONSE AND SOURCE REMOVAL

A-C-T was contracted by two trucking firms to conduct spill response and source removal activities at the scene of a collision involving two tractor-trailers. The cargo included approximately 826 gallons of paints and paint-related materials that were either consumed in the fire or released to the soil and a drainage ditch on the roadway right of way.

Site cleanup activities were performed under an FDOT Work Permit and following Uniform Traffic Control procedures. Cleanup activities included the characterization, removal, transportation and disposal of approximately 19,000 gallons of hazardous water and 17,000 gallons of non-hazardous water from the drainage ditch, 350 tons of non-hazardous soil, and 11 drums of recovered hazardous paint, paint-related solvents and other substances.

Following removal of the contaminated media, a site assessment was completed, including field screening with an OVA-FID, collection of soil closure samples, and installation and sampling of four temporary monitoring wells. Site restoration was completed by backfilling, compaction, sodding, and installation / replacement of a concrete ditch block and mitered end sections of a culvert. Project involved detailed technical and regulatory negotiations with FDEP resulting in a “no further assessment” determination from the agency.



Roadside substances cleanup in progress.



Completed site restoration.

Project Location:

Yeehaw Junction, Fla.

Role:

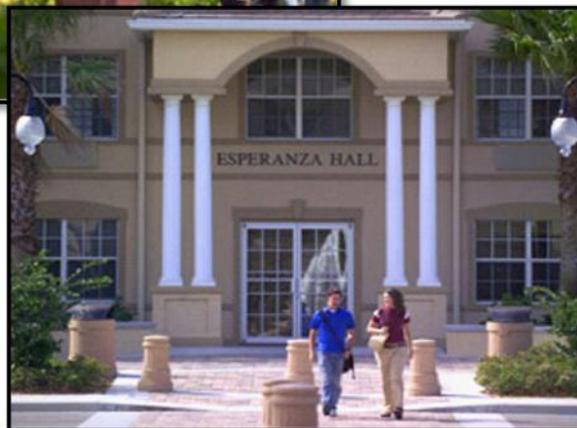
- First Responder Services
- FDEP-BER & State Warning Point Notifications
- MOT & TIMs Procedures
- Site Security, Control & Stabilization
- OSHA Health & Safety Services
- Hazards Evaluation & SARA Reporting
- Excavation & Transportation of Contaminated Media
- Soil & Liquid Vacuum Truck Services
- Roll-off and Vacuum Box Services
- Disposal Coordination
- Temporary Monitoring Wells & Soil Boring Installation
- FDEP & EPA Sampling Protocols
- Data Interpretation & Regulatory Reporting
- Site, Roadway & Infrastructure Restoration

SOUTHEASTERN UNIVERSITY FACILITY AUDIT

Southeastern University contracted with A-C-T to complete a thorough environmental audit of their facilities and management systems. The University wanted to assure full compliance with environmental, work place and Right-to Know requirements.

The audit consisted of an inspection of the science labs, athletic facilities, facilities maintenance building, food service areas and all the grounds. Inspections involved a review of the facilities that might fall under RCRA regulations, petroleum storage tanks, NPDES and storm water permitting, SPCC plan requirements, OSHA regulations, CERCLA EPCRA compliance as well as the CWA and CAA regulations.

In completing the audit activities, A-C-T performed a detailed review of all existing permits, environmental management systems and OSHA programs. In addition, A-C-T performed a walkthrough of all campus buildings and grounds and conducted interviews with supervisory personnel. A-C-T met regularly with facilities management and safety personnel as well as with upper management. As needs were identified the University moved quickly to meet that need. Although there were no deficiencies at the conclusion of the audit, a detailed report was prepared for the University with photo documentation, tabular and detailed results and recommendations for future greening of the campus.



Project Location:

Lakeland, Fla.

Client:

Southeastern University

Role:

CERCLA Title III Reporting

SPCC Plans

NPDES & Storm Water Permitting

SWPPP Development

ERP Permitting

OSHA Safety & Health Plans

EPCRA Compliance

Pesticide Storage & Handling

Storage Tank Management

Waste Characterization & Disposal

Domestic & Industrial Waste Water Permitting

Recycling Protocol Development

Water-use Permitting & Permit Compliance

Surface Water Management

System Operations & Maintenance

GIS Mapping & Surveying

Green Programs

ENERGY PLANT SUBSTATION

When a fault in the system triggered an explosion/fire in a transformer an energy substation, A-C-T answered the client’s request for emergency response – arriving so quickly that the fire department was still on scene. The incident destroyed a transformer and the surrounding steel support structure and debris that landed as far as ¼ mile away. Adjacent wetlands were threatened. Initial estimates indicated that approximately 14,000 gallons of MODEF was discharged from the transformer during the fire. However, the final estimate was reduced to 7,000 gallons, based on the amount of product A-C-T recovered from the transformer unit prior to its removal.

A-C-T emergency response, interim source removal, and site restoration efforts took place over approximately seven weeks and coincided with the client’s repair and production schedule. To protect the client’s interests and maintain regulatory compliance during this large-scale response, A-C-T brought a wide range of internal resources, including 40+ emergency response and environmental mitigation professionals; professional project and cost management systems and specialized equipment including scientific testing equipment, vac trucks/ vac-cons; dirt moving equipment, Frac Tanks; roll-off boxes, roll-off trucks, and more.

A-C-T evaluated the environmental threat to the immediate area and adjacent wetlands – quickly developing a multi-pronged plan to prevent and/or minimize impact. That plan consisted of initial and evolving site assessments; safety and remediation plans development; a systematic grid approach to remediation; constant coordination with substation personnel; resource coordination; berm/trench/absorbent/boom strategies; excavation; testing; restoration and documentation.

During the process, our team mitigated challenges such as an unanticipated re-ignition of the transformer fire, equipment staging area limitations and coordinating with multiple agencies/organizations. The A-C-T team removed, transported and properly disposed of approximately 26,000 gallons of PCW and approximately 275 tons of petroleum-contaminated soil; successfully prevented ANY impact to adjacent wetlands; worked closely with the client to coordinate schedules in order to minimize negative impact to their normal operations and maximize their ability return the sub-station to full operational status in a timely manner.

As an added value, post incident, we developed a comprehensive de-brief/lessons learned follow up that was presented to the client by our company’s vice-president and key members of the response team.

This project demonstrates A-C-T’s bench depth and strengths. We have the ***in house*** resources, capacity and skilled professionals to meet and exceed our clients’ needs for any size project/response. It showcases our abilities in immediate ***emergency response*** and also in the complex ***remediation*** arena that involves strategically ***scheduled work***. It demonstrates our passion and commitment to providing our clients with the best experience in the service industry.

Project Location:
Brandon, Fla.

Client:
Local Electric Company

Role:
Environmental Engineering
Environmental Assessment
Emergency Response
Project/Schedule Management
Remediation
Soil & Liquid Vacuum Truck Services
Roll-off & Vacuum Box Services



Clockwise from top: Transformer Fire, Dewatering, Specialty Equipment, Restoration

DUKE ENERGY-HINES ENERGY COMPLEX RESPONSE & CLEAN UP

In 2014, A-C-T performed an emergency response for Duke Energy following the catastrophic failure of a turbine generator and resulting fire at the Duke Hines Energy Complex in Bartow, Florida. The incident caused a release of several thousand gallons of turbine oil to the infrastructure and soils surrounding the turbine power unit. A-C-T immediately mobilized equipment, labor and materials to stabilize the incident area and install countermeasures down gradient of the impacted areas.

After securing the site, A-C-T response crews commenced source removal of the impacted areas using soft dig (Soil Vacuum Trucks) and conventional excavation (Heavy Equipment) techniques. The impacted areas with underground utilities present and areas structurally critical to plant operations were excavated using the soft dig techniques to avoid any unnecessary damage to the facility. All other impacted areas were excavated with the heavy equipment.

Interim source removal, and site restoration efforts continued for approximately four weeks. After all contaminated soils were removed, validated by PetroFlag[®], verification sampling for chemical analyses documented the successful removal effort and each area was backfilled to grade with clean fill. Approximately 2,000 tons of petroleum-contaminated soil were removed, transported, and properly treated in-situ or disposed. All work was coordinated under A-C-T's safety program, allowing Duke Energy to repair and resume production of segments of the facility as cleanup occurred.

Project Location:

Bartow, Fla.

Client:

Duke Energy

Role:

Site Security, Control & Stabilization

OSHA Health & Safety Services

Hazards Evaluation & SARA Reporting

FDEP-BER & State Warning Point Notifications

Excavation & Transportation of Contaminated Media

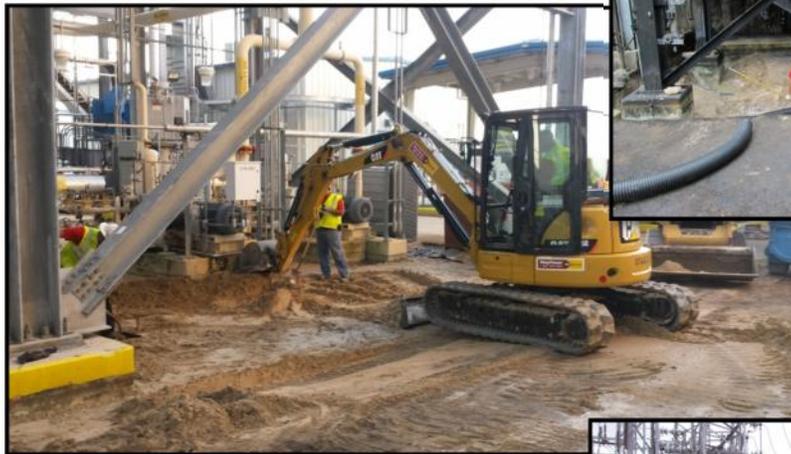
Soil & Liquid Vacuum Truck Services

Roll-off and Vacuum Box Services

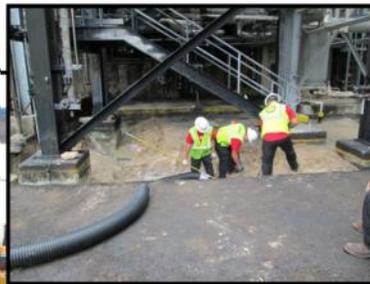
Disposal Coordination

Site, Roadway & Infrastructure Restoration

Innovative Technologies



A-C-T excavating soils with excavator.



A-C-T excavating impacted soils with vacuum truck.



A-C-T transports contaminated soils for thermal treatment.

EMERGENCY RESPONSE, WASTE PROFILING, TRANSPORTATION AND DISPOSAL OF APPARENT HYDROCARBON AND CONTACT WATER RELEASE IN STORM DRAIN SECTION ENCOUNTERED DURING ROADWAY MAINTENANCE

A·C·T was requested to perform emergency response (ER) services for the Florida Department of Transportation (FDOT) relating to an apparent grease and cooking oil release that was encountered by the storm drain maintenance contractor for a section of State Road A1A (Atlantic Blvd.) undergoing renovation and maintenance.



During the initial site reconnaissance of the ER, the walls of an approximate 100 section of piping were observed to be covered with a hydrocarbon film. As the water levels within the pipe varied with the tidal influence, foam and an oily sheen were observed on the opaque waters within the drain.

To limit the maintenance contractor’s impact to schedule, A·C·T vacuum trucks and trained personnel equipped with proper PPE were immediately dispatched to begin decontamination of the impacted storm drain sections. Pressure washers and limited amounts of potable water were used to remove the hydrocarbon mixture from the concrete surfaces. All accumulated contact water and residual fluids were captured directly into the vacuum truck and later transferred to poly tanks pending laboratory results for waste profiling of

the extracted matrix. Following successful clearance testing and validation by FDOT representatives, the roadway project resumed as planned. The limited concentrations of surfactants and hydrocarbons within the recovered waste stream allowed the approximate 400 gallons of non-hazardous waters to be processed by an approved disposal facility.



Project Location:
Ormond Beach, Volusia County, Fla.

Client Name:
FL Department of Transportation, District 5

Client Address:
719 South Woodland Blvd.
Deland, Fla. 32720

Client Contact:
Randy Stafford
Randy.stafford@dot.state.fl.us

Contact Phone:
386-943-5395

Year Completed:
2015

Original Budget:
\$15,155

Final Budget:
\$15,155

Firm Responsibilities:
Emergency Response
Industrial Services
Waste Profiling & Disposal

Project Team Members:
Larry Legg
Douglas C. Coleman
Ashley Shive
ER Field Teams

I-4 ULTIMATE PROJECT

A-C-T is under contract with SGL Constructors to handle all environmental work for the 21-mile, multi-billion dollar I-4 Ultimate project. SGL Constructors is the project’s build team consisting of Skanska, Granite and Lane Construction Corporation. A-C-T will serve as the sole firm responsible for environmental contamination assessment and remediation services from consulting through construction support. A-C-T will also provide emergency response services throughout the construction period.



I-4 Ultimate, an innovative traffic congestion relief project from west of Kirkman Road in Orange County to east of State Road 434 in Seminole County, will transform the region while connecting Central Florida communities, improving the economy and enhancing livability.

Along the construction corridor contractors will: widen 13 bridges, replace 74 and add 53 for a total of 140 permanent bridges. Project plans include completely reconstructing 15 major interchanges, adding two express lanes in each direction with dynamic toll pricing – toll rates that vary based on factors such as traffic congestion and time of day, a world-class signature pedestrian bridge – linking various hotels across Kirkman Road to Universal Studios in order to increase pedestrian safety and improve traffic operations, accent lighting, fountain illumination, art sculptures and monuments, bold landscaping to enhance prominent entry ways, and rebuilding general use and auxiliary lanes.

Construction on the project is already underway, but still in the early stages. Completion is expected in approximately six and a half years, sometime in/around 2021.



Project Location:

Orlando, Fla.

Client:

Skanska-Granite-Lane

Role:

Hazard Identification

NPDES Permitting & Reporting Services

Emergency Response

Site Security, Control & Stabilization

OSHA Health & Safety Services

Wastewater Treatment System Design, Set-up & Testing

Identified Dewatering, Treatment & Discharge Criteria

Excavate Transport Contaminated Media

Soil and Liquid Vacuum Truck Services

Roll-off and Vacuum Box Services

Waste Disposal Expertise

Temporary Monitoring Wells & Soil Boring Installation

FDEP & EPA Sampling Protocols

Site, Roadway & Infrastructure Restoration

MARTIN COUNTY BIODIESEL FUEL RESPONSE & CLEAN UP

In 2015, A-C-T performed an emergency response for Martin County immediately following a release of Biodiesel Fuel from a manufacturing plant. The discharge occurred as a result of a fire which damaged the holding tanks releasing the fuel from its containment. As the burning fuel was extinguished by the local fire department, the water used to extinguish the fire spread the contamination through drainage ditches and storm water culverts a distance of 2-3 city blocks away.

The tanks had a listed capacity of approximately 40,000 gallons of Biodiesel Fuel. A-C-T’s initial response included mobilizing equipment and personnel to build earthen berms to contain the spill from migrating further off-site and plugging storm drain culverts to prevent the biodiesel and contaminated water from discharging into a coastal estuary.

A-C-T personnel immediately began a multi-phase approach of isolating and draining the contaminated water from the impacted ditches, and then excavating contaminated soils and transporting the waste off site for disposal. Concurrently, A-C-T crews were utilizing a sewer jet truck to pressure jet the impacted storm water culverts and storm drain lines and collecting the impacted water for disposal.

Interim source removal and site restoration efforts continued for a total of five weeks. After all impacted soils were removed, validated by verification sampling documenting the successful removal effort, all excavated areas were backfilled and compacted to grade with clean fill and restored with sodding.

Source removal of the site generated approximately 600 tons of Biodiesel contaminated soil and 300,000 gallons of petroleum impacted water, which was transported off site for disposal. All work was coordinated under A-C-T’s safety program, allowing the industrial park area to resume normal operations as the cleanup occurred.



A-C-T personnel excavating impacted soils.



A-C-T loading roll-off boxes and trucks performing cleanup.



View of restoration work.

Project Location:
Stuart, Fla.

Client:
Martin County

- Role:**
- Site Security, Control & Stabilization
 - OSHA Health & Safety Services
 - Hazards Evaluation & SARA Reporting
 - FDEP-BER & State Warning Point Notifications
 - MOT & TIMs Procedures
 - Excavation & Transportation of Contaminated Media
 - Soil & Liquid Vacuum Truck Services
 - Roll-off and Vacuum Box Services
 - Disposal Coordination
 - FDEP & EPA Sampling Protocols
 - Data Interpretation & Regulatory Reporting
 - Site & Infrastructure Restoration
 - Innovative Technologies

KEY SAFETY SYSTEMS AIRCRAFT RECOVERY/RESPONSE & CLEAN UP

In 2015, A-C-T performed an emergency response for Key Safety Systems immediately following an aircraft crash at their facility involving their hazardous material storage building used to house the airbag propellant (Nitroguanidine). The plane crashed into the building collapsing the roof and setting the structure on fire. The Lakeland Fire Department was on-scene spraying water on the building to suppress the fire and to keep the hazardous materials moist to avoid combustion. The bodies of the pilot and co-pilot were also trapped in the wreckage.

A-C-T’s hazardous materials response team performed the initial entry into the building to identify the location and condition of the Nitroguanidine and determine the structural integrity of the fire damaged building. Due to the damage incurred by the impact of the aircraft, the building was demolished to remove the walls and collapsed roofing from the plane wreckage and hazardous materials to expedite cleanup. Following demolition of the structure the Nitroguanidine was recovered and repackaged in drums for transportation off-site and disposal by the client.

Cleanup efforts lasted for eight days including, demolition of the building, assisting the National Transportation Safety Board with the aircraft recovery and the coroner with recovery and decontamination of the deceased pilot and co-pilot. Approximately 180 tons of construction debris was transported off site for disposal at a landfill and all other wastes were transported, and properly treated or disposed of by the client.

Project Location:

Lakeland, Fla.

Client:

Key Safety Systems

Role:

Site Security, Control & Stabilization

OSHA Health & Safety Services

Hazards Evaluation Reporting

FDEP-BER & State Warning Point Notifications

MOT & TIMs Procedures

Excavation & Transportation of Contaminated Media

Soil & Liquid Vacuum Truck Services

Roll-off Services

Disposal Coordination

Soil Boring Installation

FDEP & EPA Sampling Protocols

Data Interpretation & Regulatory Reporting

Site & Infrastructure Restoration

Innovative Technologies



View of building after removal of the roof.



A-C-T personnel demolishing building.



View of site after cleanup was completed.

SEPARATION TECHNOLOGIES ACID RESPONSE & CLEAN UP

In 2014, A-C-T performed an emergency response for Separation Technologies, LLC immediately following a release of Sulfuric Acid from an on-site tanker trailer. The tanker had a listed capacity of approximately 4,000 gallons of 93% Sulfuric Acid. A-C-T’s initial response included mobilizing equipment and personnel to build earthen berms to contain the spill from migrating further off-site and determining the remediation and screening approach to complete the cleanup.

A-C-T personnel immediately began the assessment and soil removal activities by excavating the acid impacted soils and neutralizing the materials in place with granular soda ash. Samples were collected for pH analysis from the undisturbed soil to screen and direct the excavation. Interim source removal and site restoration efforts continued for approximately two weeks.

After all visible impacted soils and a one-foot lateral buffer of soil were removed, validated by pH verification sampling documenting the successful removal effort, all excavated areas were backfilled and compacted to grade with clean fill and restored with sodding.

Approximately 600 tons of acid contaminated soil were removed, neutralized in place and transported, off-site for proper disposal. All work was coordinated under A-C-T’s safety program, allowing Separation Technologies to resume normal facility operations as cleanup occurred.

Project Location:
Gibsonton, Fla.

Client:
Separation Technologies

Role:
Site Security, Control & Stabilization
OSHA Health & Safety Services

Hazards Evaluation & SARA Reporting

FDEP-BER & State Warning Point Notifications

MOT & TIMs Procedures
Excavation & Transportation of Contaminated Media

Soil & Liquid Vacuum Truck Services

Roll-off and Vacuum Box Services

Disposal Coordination

Soil Boring Installation

FDEP & EPA Sampling Protocols

Data Interpretation & Regulatory Reporting

Site & Infrastructure Restoration

Innovative Technologies



A-C-T personnel excavating impacted soils.



A-C-T using soft dig and vacuum trucks to perform cleanup



View of restored areas.

TAB C

PROJECT APPROACH



We Understand the Services Required

A·C·T has the experience, knowledge, and customer service that can be expected only from a professional emergency response team. Our experience and reputation within the Emergency Response industry has been earned through 27 years of performing and perfecting our response operations. A·C·T's well-established, efficient system allows for rapid and effective response to emergency response requests and services are available around the clock.

A·C·T Spill TRACC keeps you in the driver's seat during emergencies! Our Total Response Action Communication Center provides immediate, up-to-date information regarding incident handling. From the initial notification to the final resolution, posted information is accessible to you at any time. Once the project is completed you may access

all documentation, photographs and regulatory reports via your confidential login to our secure digital drop box. And, of course, you can also interface with A·C·T project managers in real-time via phone, internet or e-mail around the clock.



A·C·T will provide emergency response for the following incidences:

- a. Regulated (RCRA, DOT, EPA, TSCA) and non-regulated material spills
 - i. Manifests with regulated materials listed (uniform hazardous waste manifest) must be signed by UCF personnel with DOT training.
 - ii. Manifests with non-regulated materials must be signed by UCF personnel.
 - iii. Characterization and waste profiling if necessary. Coordinate with the UCF Environmental Management Coordinator at 407-823-0707 to see if the waste already has a profile.
- b. Oil and petroleum spills
- c. Spills on both land and water (inland lakes, ponds, or streams)
- d. Laboratory spills
 - i. Contractor must be escorted by an EHS representative inside UCF buildings and laboratories
 - ii. Provide all of the necessary materials, instrumentation, and monitoring devices necessary to enter a laboratory space.
- e. Illicit discharges – include if the following are handled
 - i. Black water
 - ii. Gray water
 - iii. Fats, oils, and greases
- f. Biological spills – accidents, lab clean up
- g. Contaminated debris removal
- h. Confined space entry – provide documentation of the program
- i. Access to a vacuum truck or similar liquid pumping device in the 4 hour response window
- j. Trauma scene cleanup
- k. Neutralize releases

Methodology – Technical Approach

Incident Notification and Response Initiation

A-C-T TSP No.14930001.315 has been identified by The Telecommunications Service Priority (TSP) Program that provides national security and emergency preparedness (NS/EP) users priority authorization of telecommunications services that are vital to coordinating and responding to crises. As a result of hurricanes, floods, earthquakes, and other natural or man-made disasters, telecommunications service vendors may become overwhelmed with requests for new telecommunications services and requirements to restore existing telecommunications services. The TSP Program

designation provides service vendors with a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to NS/EP. A-C-T currently has the telecommunications service with a TSP assignment and is assured of receiving full attention by the service vendor before a non-TSP service.



When you have an incident requiring immediate attention, you need only make one telephone call to the A-C-T Call Center at 1-800-226-0911. Any time 24-7-365 you will be immediately connected directly to an A-C-T Hot Line Manager.

Our experienced and trained Hot-Line Managers will calmly take down your information, answer your questions, evaluate your incident, and immediately dispatch the appropriate Emergency Response Team (ERT) and resources to effectively manage any emergency situation that may occur. This approach provides the client with a single point of contact during the management of initial response.

Our 24-hour Call Center is located in our corporate office complex in Bartow. It was designed with a whole-office emergency generator and is constructed of 6-inch concrete walls with hurricane doors and windows, impact resistant glass, steel roof trusses with a metal decking and standing seam metal roof system, all rated to withstand a Category 5, 150 mph hurricane. We built our Call Center to always be “up and running” to serve our customers’ needs.

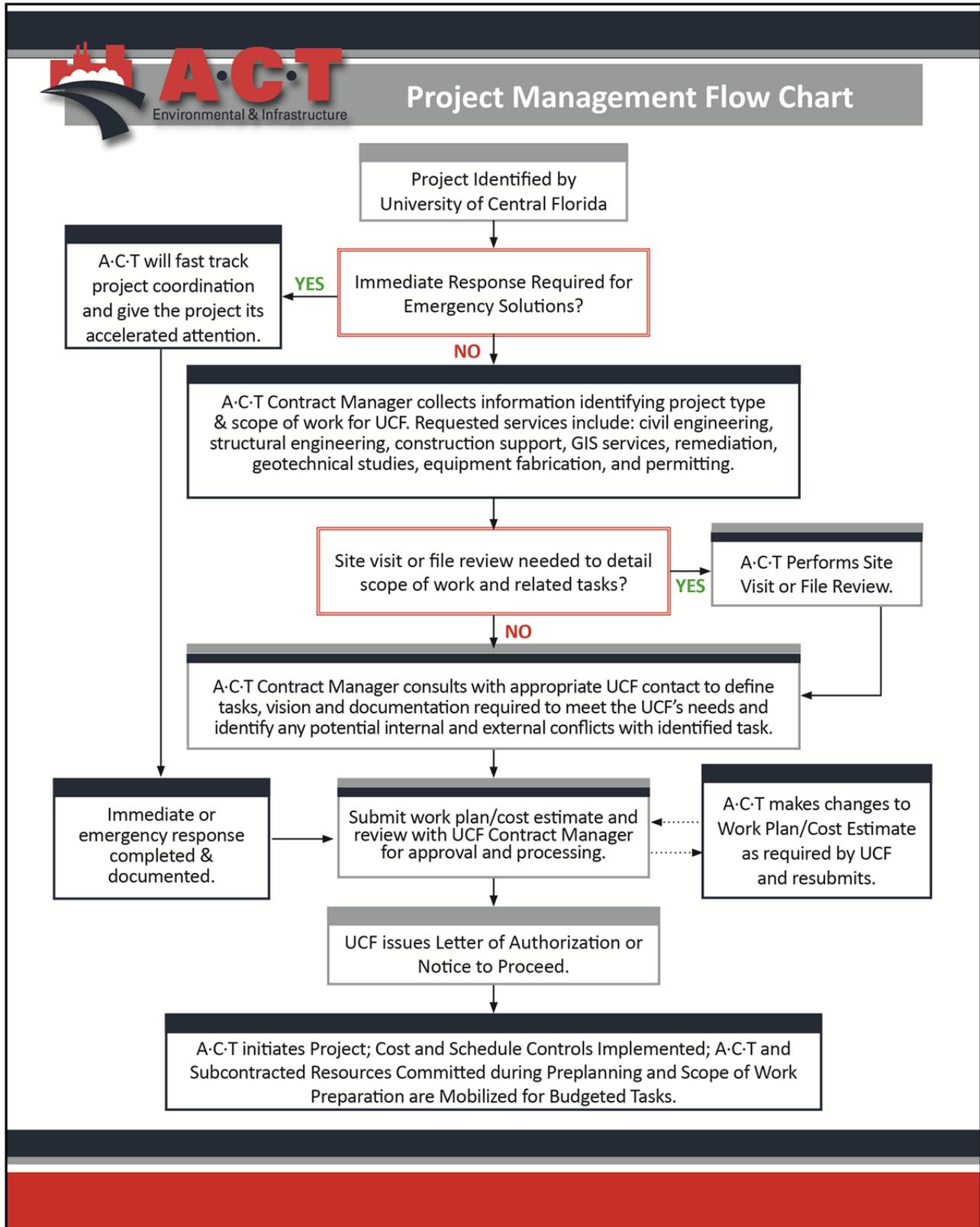
An emergency response is not a planned project, but “a calculated reaction to an unexpected situation.” Typically, response to emergency environmental situations are to contain and recover free-product released to the environment, transfer virgin product, remove contaminated soils, and/or remove and contain other waste materials in order to minimize potential threats to the public or the environment and open the road to traffic flow. Emergency response projects must be handled in a manner that minimizes damage to property, minimizes your liability, maximizes protection of public and environmental well-being, and minimizes the amount of time a highway, waterway, or a facility is impacted from such an incident.

After the initial call is placed to A-C-T Call Center, an Emergency Response Manager (ERM) is immediately dispatched to the site to perform initial reconnaissance of the site. While en-route to the emergency, the ERM will maintain communication with UCF to properly assess the situation prior to arrival. In addition, the ERM will be in contact with our Emergency Response Team (ERT) and coordinating the necessary response equipment. While collecting information on the incident, the ERM will determine if facility closures, evacuation, or other safety measures will be required for emergency work.

“...a calculated reaction to an unexpected situation.”

Items such as DOT-approved drums and liners for corrosives, neutralization chemicals, stabilization chemicals, absorbent materials, absorbent booms, floating curtain booms, open water skimmers, non-sparking tools, pumps, vacuum trucks and vacuum units, portable tanks, and heavy equipment are considered. This is not an exhaustive list, but demonstrates that not every item is required for every emergency but all are readily available to A-C-T response personnel.

This type of ‘on-the-go’ communication ensures that the correct response is given to each request for emergency assistance, regardless of the severity and extent of the incident.



Site Activities

Once on-scene, the Emergency Response Manager (ERM) will immediately report to the UCF on-scene coordinator for instructions. The ERM will work with the on-scene coordinator to establish an exclusion zone so that only properly equipped and authorized personnel are admitted.

“This type of ‘on-the-go’ communication ensures that the correct response is given to each request for emergency assistance, regardless of the severity and extent of the incident.”

Once the ERT is assembled at the scene, and with approval from UCF, the ERM will immediately conduct a tailgate site-specific Health & Safety meeting as required by OSHA 29CFR 1910.120 using all pertinent site/incident and Material Safety Data Sheet information. The Health and Safety plans are easily modified on site to satisfy the majority of frequently encountered emergency response activities, are developed by the corporate Health & Safety Officer, and are consistent with A·C·T standard operating procedures.

After conducting the tailgate Health and Safety meeting and donning the appropriate Personal Protective Equipment (based on site conditions, MSDS information, and pre-entry air monitoring) to safely manage the incident. The A·C·T ERT will then begin to neutralize or control the source of any released material to limit further contamination. After the source is controlled, secondary containment is deployed to limit the migration of released materials and the additional contamination of person(s) and property. Typical secondary containment deployed includes but is not limited to: strategically placed boom to either contain (i.e. waterways) and/or absorb free product; absorbent pads and absorbent granular materials to absorb pooled or stratified free product from roadways, soils, or waterways, the strategic placement of soil or sand berms to limit the flow of horizontally migrating material, or any other material or process that limits the spread of contamination.

It should be noted that once response objectives are met, it does not necessarily mean that the site has been properly remediated. Once the initial objective has been met, the site may still require an assessment and a work plan to complete remediation. A·C·T will work closely with UCF representatives to fully understand the scope of services required and that all objectives have been fully met. As a “full-service” environmental services company, A·C·T specializes in the following services and strives to be the most responsive, cost-effective and quality conscious service provider.



Waste Handling

Materials recovered from emergency response activities will be bulked at A·C·T’s FDEP permitted Solid Waste Management Facility should material classification allow. All materials will be appropriately sampled for waste characterization and profiling purposes and analyzed by one of A·C·T’s approved laboratory facilities.

The profiled waste will then be transported to an FDEP permitted Disposal or Recycling Facility for final disposition. A·C·T routinely directs recovered fuel and fuel contaminated sorbents to cement kilns as a fuel product rather than a waste,

while recovered caustics may be redirected for use as a product in phosphate mining operations. When recycling or reuse is not an option, A·C·T strives to select only the most environmentally safe technologies which achieve regulatory compliance, reduce environmental impact and create long term benefits. Thermal destruction via soil thermal treatment, waste-to-energy incineration, and fuel blending are disposal options which are preferred over landfilling of waste.

At all stages of waste profiling, transport, and disposal the A·C·T Transportation and Waste Disposal Manager will communicate and work with UCF to successfully complete disposal operations.

Report Submittal

After the incident is completed, the Emergency Response Manager will complete a final report that includes a detailed summary of response activities performed, engineers reports, laboratory analytical reports produced for waste characterization or clean-up confirmation, and waste manifests or other disposal documentation. The goal of the report submittal is to clearly document all actions performed in a legally defensible report and to provide sufficient details to limit UCF's liability to any claims or further action requirements.

Quality Assurance & Control

A·C·T consistently monitors all projects through completion for adherence to our strict QA/QC policies and procedures. We also follow-up on any subcontracted work, and address any feedback to continuously improve our performance.

Any subcontractors that might, in the course of their contractually defined duties, generate data, will be required in advance to submit their QA/QC manual to the A·C·T Quality Control Officer for review, approval, and accountability.

A·C·T is fully licensed and insured, and will commit to maintain licenses and insurance coverage in effect throughout the term of our contractual commitment.

A·C·T will thoroughly evaluate site conditions to determine the safest and most cost effective methods of response available. We know that each project is unique, and we consistently apply both new and traditional technologies in innovative applications. A·C·T management personnel have the ability to respond to changing site conditions by quickly developing and delivering sound solutions from our corporate office and any of our regional offices. We believe that when these standards are held up against competitive companies, our work ethic will speak for itself.

A·C·T scientists and engineers meticulously assure complete oversight for all projects. This means paying close attention to health and safety as well as the technical details of implementation and documentation of assessment objectives and design parameters.

Attention to detail of site activities, problems encountered discussion of solutions and impact problems are duly noted in daily field logs. Whenever questions or problems occur on-site, project managers and field team leaders have open access to A·C·T's QA/QC, scientific, technical and engineering departments for solutions.

Our Resources & Facilities

Typical Equipment				
Tasks	Equipment			Personnel
Right-of-Way Investigations	Hand Augers Direct Push/Well Drill Rig OVA Well Development Pump Walking Wheel Metal Detector	Truck/Van Well Sampling Equipment Water Level Indicator Barricades/Traffic Signs Level D Safety Equipment	Camera (digital) pH Meter Conductivity Meter Steam Cleaner GPS Handheld Portable Radio Peristatic Pump	Contract Manager, H&S Engineer, Project Scientist, Field Engineer/Scientist, GIS Specialist, Clerical
Emergency Response/ Tank Closures Dewatering & Treatment	Nitrogen Purging Systems LEL/Oxygen Meters Air Stripper Tower Frac Tank Carbon Cell Dewatering/ Transfer Pumps Bag Filters Centrifugal Pump & Hoses Well Point System	One-Ton Stake Truck or Box Truck Dozer Compressor Decontamination Trailer Direct Push/Well Drill Rig Backhoe/Excavator Decon Trailer Loader OVA	Hydraulic Shears Barricades/Traffic Signs Level D - A Safety PPE Dump Truck Steam Cleaner/ Pressure Washer Air-Stripping Apparatus	Contract Manager, Project Geologist/ Hydrogeologist, Response Manager, Equipment Operator, Technician, Electrician, CAD Operator, Clerical, H&S Engineer
Contamination/ Site Assessment Reports, Remedial Action Planning & Implementation	Hand Auger Direct Push/Well Drill Rig OVA Well Development Pump Survey Equipment Data Logger Conductivity Meter Truck/Van	Oil/Water Interface Probe PID Well Sampling Equipment Water Level Indicator Barricades/Traffic Signs Level D Safety	Equipment Camera (Digital) pH Meter Steam Cleaner Portable Computer RAD Meter Turbidity Meter Mobile Laboratory	Contract Manager, Senior Engineer/ Scientist, H&S Engineer, Project Engineer/Scientist, Site Supervisor, Operations Foreman, Equipment Operator, Truck Driver, Recovery Technician, Draftsperson, Word Processor
Level III Construction Support	Backhoe Crane Excavator Bulldozer Loader Jack Hammer Generator	Barricades/Traffic Signs Plate Compactor One-ton Box Truck Vibratory Roller Dump Truck, Water Truck	PPE Safety Equipment Pipe Laser Skid Steer Trencher Tractor Truck Low Boy Trailer	Contract Manager, Senior Engineer/ Scientist, H&S Engineer, Project Engineer/Scientist, Site Supervisor, Operations Foreman, Equipment Operator, Truck Driver, Technician, CAD Operator, Clerical
Spill, Leak, Release Response	Two-ton Response Truck LEL/Oxygen Meter OVA Cyanide Meter	Oil Dry Roll-off Boxes Drums Backhoe Excavator	Level D - A PPE Barricades/Traffic Signs Portable Analytical Equipment	Contract Manager, Project Engineer/ Scientist, Site Supervisor, Equipment Operator, Truck Driver, H&S Engineer, Clerical
Transportation & Disposal	One-ton Stake Bed Truck One-ton Box Truck Roll-off Boxes	Tanker Dump Truck Drums Level D - A PPE	Drum Grapppler Vacuum Truck	Contract Manager, Senior Scientist, Field Engineer/Scientist, Truck Driver
Lead/Chromium Paint Removal/ Monitoring, ACM Abatement	HEPA Vacuum VAC Needle Sealer Aerosol Dust Monitor & Face	Shield Forklift Drum Grapppler Rotary Peen Scabblar	LEL/Oxygen Meter Level D - B PPE Drum Scale Concrete Coring Machine	Contract Manager, Project Engineer/ Scientist, Asbestos Supervisor, Equipment Operator, Field Scientist, Technician, H&S Engineer, Clerical

Equipment

In an effort to successfully complete any project, A-C-T has procured a broad range of equipment able to support any emergency response incident, no matter the type of material released or location. All A-C-T equipment is inventoried and tracked as part of a company maintenance program. This program, and the attention to detail it requires, ensures that all equipment, when needed, can be reliably put into service in a timely and cost-effective manner to handle any incident.

A-C-T's state-of-the-art emergency response vehicles are designed to be self-sufficient on all emergency responses. Our entire fleet of response vehicles are designed the same, with all equipment located in the same place on each vehicle. This enhances our ability for crews to interact and get the required equipment off any truck in a quick and efficient manner in the event of a multi-unit response to a major incident.

Each emergency response vehicle carries all of the required personal protective and safety equipment, a variety of drums, sorbents, pads and boom. Additionally, with an assortment of hand tools, plugging and patching material, drum vacuums, and fuel pumps



Finally, each vehicle carries on board reference and research material to include, DOT ERG, CFR 49 reference material plus MSDS's, and tanker truck and rail car reference materials. A-C-T's on-board computers with Internet capability round out each of our state of the art response vehicles.

A-C-T personnel have at their disposal fully stocked and inventoried response trailers tailored to different response environments, including: Acid/Caustic Trailer, Fuel Tanker Roll-Over Trailer, Confined Space Trailer, Decontamination Trailer, Hazardous Materials Trailer, and a Sea Boom Trailer. These tailored options, in addition to our fully stocked Emergency Response Vehicles, guarantees that the equipment and supplies needed to perform project duties are on-site and readily available to our personnel. There will be no lost time in searching for the materials or equipment needed to get the job done from the initial mobilization to on-site activities.

A-C-T can handle a diverse and complex array of response environments and the type of response equipment mobilized varies depending on the nature of the incident, however, for a "typical" fuel/oil spill response the mobilized equipment can include, for waterways; fully stocked Emergency Response Vehicles, Sea Boom Trailer with over 1,000 feet of containment boom, absorbent boom and pads, boats, vacuum trucks, portable storage tanks, a full complement of metal and poly drums, and other miscellaneous equipment required to handle the incident. For land based response to "typical" fuel/oil release incident the mobilized equipment can include; fully stocked Emergency Response Vehicles, heavy machinery such as excavators, loaders, vacuum trucks, absorbent boom and pads, a full complement of metal and poly drums, and other miscellaneous equipment required to completely manage the incident.

In addition to the tailored response trailers and those items utilized on a "typical" incident, A-C-T has the ability to think "outside the box" for equipment needs. With professional engineers and mechanics on staff A-C-T has the ability and experience to fabricate or customize new or existing equipment to meet challenging site specific limitations to successfully complete the job.

Furthermore, A-C-T has a full complement of industrial hygiene and air monitoring equipment, which is operated solely by A-C-T's Industrial Hygiene Department. This work is never subcontracted out, thus reducing cost and lost time. Equipment includes, but is not limited to the following:

- Lumex RA-915+ Light mercury vapor analyzer. The Lumex provides easy and accurate analysis of mercury vapor concentration in ambient air in the workplace environment. The Lumex analyzer operation is based on differential Zeeman atomic spectrometry using high frequency modulation of light polarization. The Lumex analyzes mercury vapor concentration with a range of 100 to 100,000 ppt of mercury vapor.
- MIRAN SapphIRe gas analyzer. This gas analyzer is the most versatile gas detection system on the market today. The Analyzer's wavelength generator has a unique design that allows accurate and fast wavelength selection. This feature alone separates the MIRAN SapphIRe Analyzer from other gas analyzers. The MIRAN SapphIRe Analyzer can quickly and accurately detect concentrations of over 100 gases from within its internal library. In addition, the MIRAN SapphIRe has the ability to identify unknown airborne compounds using the ThermoMatch software option. Designed with the needs of the industrial hygienist and emergency response community in mind, the analyzer can be brought to the incident resulting in quicker corrective action and less money expended on "blank" samples being analyzed at a lab.
- Ultra RAE 3000 photo ionization detector, the most advanced compound specific monitor on the market. With its photo ionization detector technology, it has an extended range of accuracy and resolution, from 50 parts per billion to 10,000 parts per million. That makes it an ideal instrument for applications of entry pre-screening, confined spaced environments, or hazardous materials response. It is Bluetooth enabled and can transmit real time data with the RAELINK 3 wireless modem. Remote sampling of an environment is easily performed without exposing personnel or equipment to potential hazardous environments.
- DryCal DC Lite-primary flow calibrator. It is crucial in air monitoring and sampling that correct flow rates are known. Only by field calibrating before and after sampling with a primary flow calibrator can a true sample flow rate be determined.
- Personal sampling pumps which are equipped with low flow modules. The sampling pumps are able to hold stable flow rates from 50 ml/min to 5 L/min, handling the required flow rates for most sampling method protocols.

Subcontractor & Laboratory Support

All laboratories that generate data are required by A-C-T to submit their QA/QC manual. Prior to use of a subcontractor whose work product will be data, A-C-T will review their techniques to ensure adequate QA systems are in place to protect the integrity of all generated data.

The objectives of A-C-T are to provide high-quality, verifiable, legally defensible data, accurate interpretation of results in all environmental services provided. A significant majority of A-C-T's work products and decisions are dependent on environmental data. It is therefore, a preeminent goal to ensure that all data collected are accurate and can be relied upon to develop action plans and to monitor events.



A-C-T's policy is to maintain and actively manage QA Systems, including QC measures, to assure the successful completion of every environmental project undertaken by the company. The quality assurance/quality control measures undertaken in any project are considered by A-C-T essential in the achievement of established corporate goals, which are:

- ✓ Provide the highest quality environmental & engineering services;
- ✓ Complete projects in a timely manner;
- ✓ Perform each project cost efficiently;
- ✓ Maintain a highly satisfied clientele; and
- ✓ Ensure all generated data is legally defensible and accepted by all regulatory agencies.

A-C-T has identified several laboratories that will assist us for analytical needs when responding to UCF projects. Each of these experienced laboratories will perform sample analysis and reporting within the standard 3 – 5 days, depending upon the need. For emergency cases needing a faster turnaround time, each of the laboratories listed below has the capability to turn soil, air and water samples around in 24-hours (analytical parameters permitting) – some even faster. Also, having several experienced laboratories with similar capabilities available to us allows faster turnaround of sample results no matter where the emergency exists in the State of Florida.

Lakeland Laboratories, LLC. For more than 15 years, A-C-T has been using the expert services of Lakeland Laboratories, LLC in Lakeland, Florida. Lakeland Labs is fully NELAP-certified by the State of Florida and was established to provide technically sound and legally defensible analytical services to a diverse array of clients in both the private and public sectors. A staff with more than 80-years combined experience brings an eclectic mix of technical capabilities to each project—ranging from the simplest analyses to the most complex. Lakeland Labs is aware of the time-sensitive nature of emergency response projects on public right-of-ways and its staff is particularly well prepared to turnaround Emergency Response samples in 24-hours or less, as project conditions require.

Galson Laboratories Company. A-C-T recognizes that not all emergency incidents require analytical testing of soil and water alone to successfully complete project requirements. Some incidents require air sampling and monitoring to confirm clean-up and to protect worker and public safety. From an elemental mercury (Hg) release to a complex multi-chemical mixture where vapors and airborne contaminants are an issue, the ability to understand sampling requirements, methods, equipment, and analysis results is crucial in the successful and timely project completion. To that end A-C-T will enlist the services of the Galson Laboratories Company located in Syracuse, New York to perform industrial hygiene laboratory services, as needed. Galson Laboratories is the largest industrial hygiene lab in the world and for over 38 years, they have focused on a single mission: to provide the most practical, timely, and cost-efficient solutions for our clients in the hygiene, health and safety testing business. Galson Laboratories offers a superior mix of professional talent, experience and resources that serves our clients and their clients through constant innovation, unsurpassed industry knowledge and forward thinking. Galson is fully accredited by the American Industrial Hygiene Association and the American Association for Laboratory Accreditation.

Advanced Environmental Laboratories. Advanced Environmental Laboratories, Inc. (AEL) is a NELAP certified, full-service environmental analytical laboratory firm, headquartered in Jacksonville, Florida, with additional offices in Gainesville, Miami, Orlando, Tallahassee, and Tampa.

AEL was founded in 1994 and is still owned by the same sole proprietor, Charles Ged. He opened AEL as a two-person lab with a dream of one day building his small company into the best lab in Florida. Today, AEL is well on its way with a network of six facilities and over 1,000 clients across the state. Staffed by professionals knowledgeable about the local regulatory environment, AEL places a premium on providing personalized service and a top quality product to every client, be they billion dollar corporations or a small home builder.

AEL performs over 50,000 projects a year and hundreds of thousands of individual tests. Typical projects include analytical investigations of soil, water, and air at RCRA, CERCLA, landfill, UST, drinking water, wastewater, commercial property transfer, remediation, and O&M sites. Clients include over 100 City, County, and State agencies across Florida; Federal agencies including the EPA, Navy, Air Force, and ACOE; many of the world's largest environmental consulting firms; and dozens of commercial firms from small fabrication shops to huge breweries and theme parks

Clark Environmental. Clark Environmental has been cleaning the Earth for over 23 years. They transport, treat, and dispose of non-hazardous and hazardous contaminated soil, sludge, and liquid wastes, in both drum and bulk quantities.

Clark Environmental owns and operates two FDEP and CERCLA approved facilities: Waste Solidification and Thermal Treatment, while providing Hazardous Waste Disposal and Transportation Services.

Heritage –Crystal Clean. Heritage-Crystal Clean (HCC) is an innovative environmental service company with a focus on small and mid-size generators.

They have over 40 facilities in 36 states which handle the management of waste in drums, parts cleaning, bulk used oil, and vacuum truck services.

EQ – The Environmental Company. EQ is a fully-integrated environmental services and waste management organization based in Wayne, Michigan. It implements innovative technology and service solutions that minimize waste volumes, reduce costs and protect the environment. EQ owns ISO and OHSAS-certified treatment, disposal and recycling facilities and manages an extensive line of remediation, industrial cleaning, and total waste management services throughout North America. Its combination of fixed-based facilities and extensive service capabilities allows EQ to meet the environmental sustainability goals of its customers.

The Tampa, Florida based lab is a RCRA Part B facility and can manage nearly all waste codes and specializes in lab packing, small quantity services including LTL, and household hazardous waste management. Additional services include remediation and industrial cleaning and maintenance.

Permafrix. The Perma-Fix of Florida facility (PFF), located in Gainesville, Florida has unique capabilities for the treatment of problematic mixed waste streams. The facility is licensed and permitted to treat a variety of characteristic and listed mixed waste, soils, liquids, sludges, and debris to Land Disposal Restrictions (LDR) standards. Further, Gainesville is permitted and licensed for bulking and other pre-treatment of mixed wastes. PFF provides a wide range of waste treatment processes including debris treatment, deactivation, neutralization, stabilization and fuels blending activities.

Waste Disposal

A-C-T can provide both liquid and solid waste disposal at our state-of-the-art waste management facility centrally located on State Road 60 in Bartow. If necessary, this can save UCF valuable time and costs by utilizing our genuine single-source solution.

As a long-time provider of emergency response and waste management services, A-C-T always investigates opportunities to recycle materials recovered during emergency response operations. A-C-T routinely directs recovered fuel and fuel contaminated sorbents to cement kilns as a fuel product rather than a waste, while recovered caustics may be redirected for use as a product in phosphate mining operations.

When recycling or reuse is not an option, A-C-T strives to select only the most environmentally safe technologies which achieve regulatory compliance, reduce environmental impact and create long term benefits. Thermal destruction via soil thermal treatment, waste-to-energy incineration, and fuel blending are disposal options which are preferred over landfilling of waste.



May 29, 2015

INVOICE

BILL TO:

University of Central Florida
1234 Main Street
Orlando, FL 00000

LOCATION:

UCF Facilities Building
Emergency Generator

PROJECT NO: CF-ERS-12345

PO/WO #: Facilities Building #2081

CUSTOMER CONTACT: John Smith, Facilities

INVOICE NO: 12345678

CUSTOMER ID NO: UNIVCF

A-C-T PROJECT MANAGER: Joel Butler

DATE	ITEM NO.	ITEM DESCRIPTION	AMOUNT
May 19, 2015	1	Generator Fuel Release Initial Response	\$ 3,340.00
		SUBTOTAL	\$ 3,340.00
		TAX	\$ 0.00
		INVOICE TOTAL	<u>\$ 3,340.00</u>

Incident Reports, Disposal Manifests, and Other Project Specific Information is Attached

We thank you for your business as a valued customer!

Your input is appreciated and welcomed regarding the experience you received from your A-C-T Team.

Please let us know what we can do to better serve your needs, and you can reach us 24 hours a day, 7 days a week!



ENVIRONMENTAL & INFRASTRUCTURE, INC.

Job Summary Report

Day / Date	Monday 05/19/15
Task	Initial Response

PROJECT # 12345 CLIENT NAME: UCF **Location:**
Emergency Generator 55 Gallon Fuel Release

<u>EMERGENCY RESPONSE - PERSONNEL (STAFF)</u>	<u>FEE</u>	<u>UNIT</u>	<u>Initial Response</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
Emergency Response Coordinator	\$75.00	hour	1.00	1.00	\$75.00
Administrative Support	\$45.00	hour	1.00	1.00	\$45.00
<u>EMERGENCY RESPONSE - PERSONNEL (FIELD)</u>					
Emergency Response Site Supervisor	\$75.00	hour	8.00	8.00	\$600.00
Emergency Response Site Supervisor - OT	\$112.50	hour	2.00	2.00	\$225.00
Emergency Response Team Member	\$50.00	hour	8.00	8.00	\$400.00
Emergency Response Team Member - OT	\$75.00	hour	2.00	2.00	\$150.00
<u>VEHICLES & TRAILERS</u>					
Emergency Response Vehicle	\$225.00	day	1.00	1.00	\$225.00
<u>EXPENDABLES</u>					
Drum, 55 Gallon, DOT, Metal, New, Heavy Duty	\$75.00	each	4.00	4.00	\$300.00
Personal Protective Equipment	\$30.00	man / day	2.00	2.00	\$60.00
Polyethylene Sheeting, 20-foot X 50-foot X 6 mil	\$75.00	each			
Sorbent Boom, 5"	\$100.00	each	2.00	2.00	\$200.00
Sorbent Pads, Grade 100	\$90.00	each	1.00	1.00	\$90.00
<u>MISCELLANEOUS EQUIPMENT</u>					
	<u>FEE</u>	<u>UNIT</u>			
<u>OTHER DIRECT COSTS</u>					
Clean Backfill	\$300.00	load	1.00	1.00	\$300.00
Contaminated Soil Disposal	\$35.00	ton	2.00	2.00	\$70.00
Non Hazardous Drum T&D	\$150.00	each	4.00	4.00	\$600.00
				SUBTOTAL	\$3,340.00
				TAX	
				PROFESSIONAL INSURANCE/FUEL SURCHARGE	
				INVOICE TOTAL	\$3,340.00

TAB D

OVERALL PRICING





UCF Emergency Response Rate Schedule

<u>PERSONNEL - EMERGENCY RESPONSE</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Director of Emergency Services	\$125.00	hour
Emergency Response Manager	\$90.00	hour
Emergency Response Coordinator	\$75.00	hour
Emergency Response Health & Safety Officer	\$75.00	hour
Quality Assurance Officer	\$80.00	hour
Senior Training Specialist	\$115.00	hour
Emergency Response Disposal Manager	\$85.00	hour
Emergency Response Site Supervisor	\$75.00	hour
Emergency Response Site Supervisor-OT	\$112.50	hour
Emergency Response Equipment Operator	\$60.00	hour
Emergency Response Equipment Operator-OT	\$90.00	hour
Emergency Response Team Member	\$50.00	hour
Emergency Response Team Member-OT	\$75.00	hour
Administrative Support	\$40.00	hour
Mobilization	\$250.00	each
* A 4 hour minimum is charged for all Emergency Responses.		
* An 8 hour minimum charge is applied for Any Emergency Response exceeding 4 hours		
Mobilization Fee for All Emergency Responses \$500 per incident (\$250/local)		
<u>PERSONNEL - HAZARDOUS MATERIALS FIELD TEAM</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Hazardous Materials Scientist	\$95.00	hour
Hazardous Materials Specialist	\$75.00	hour
Hazardous Materials Technician III	\$60.00	hour
Hazardous Materials Technician II	\$55.00	hour
Hazardous Materials Technician I	\$50.00	hour
<u>PERSONNEL - ENGINEERING & INDUSTRIAL HYGIENE</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Principal Engineer	\$185.00	hour
Professional Engineer	\$150.00	hour
Senior Project Engineer	\$150.00	hour
Project Engineer	\$130.00	hour
Staff Engineer	\$85.00	hour
Engineering Technician III	\$65.00	hour
Engineering Technician II	\$55.00	hour
Engineering Technician I	\$45.00	hour
CADD Operator - Engineering	\$60.00	hour
Administrative Support	\$40.00	hour
Certified Industrial Hygienist (CIH)	\$140.00	hour
Industrial Hygienist II	\$110.00	hour
Industrial Hygienist I	\$100.00	hour
<u>PERSONNEL - CONSTRUCTION</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Director of Construction Operations	\$185.00	hour
Project Manager	\$90.00	hour
Project Specialist	\$55.00	hour
Site Supervisor	\$65.00	hour
Equipment Operator	\$45.00	hour
Field Technician III	\$40.00	hour
Field Technician II	\$35.00	hour
Field Technician I	\$30.00	hour
Administrative Support	\$35.00	hour
General Labor	\$27.50	hour



UCF Emergency Response Rate Schedule

PERSONNEL - ENVIRONMENTAL SCIENCES	STANDARD FEE	UNIT
Director of Environmental & Earth Sciences	\$185.00	hour
Senior Professional Geologist	\$150.00	hour
Professional Geologist	\$120.00	hour
Senior Scientist	\$100.00	hour
Senior Project Manager	\$115.00	hour
Project Manager	\$90.00	hour
Project Scientist II	\$85.00	hour
Project Scientist I	\$75.00	hour
Quality Assurance Officer	\$80.00	hour
Health & Safety Officer	\$80.00	hour
Disposal Manager	\$80.00	hour
Environmental Scientist II	\$70.00	hour
Environmental Scientist I	\$65.00	hour
Environmental Technician III	\$55.00	hour
Environmental Technician II	\$50.00	hour
Environmental Technician I	\$45.00	hour
Senior Environmental Scientist	\$100.00	hour
CADD Operator - Environmental	\$50.00	hour
Administrative Technical Support	\$40.00	hour
PERSONNEL - WASTE MANAGEMENT	STANDARD FEE	UNIT
Certified Hazardous Materials Manager (CHMM)	\$95.00	hour
VEHICLES & TRAILERS	STANDARD FEE	UNIT
Emergency Response Vehicle	\$225.00	day
Mileage	\$0.400	mile
Heavy Duty Work Truck (diesel)	\$125.00	day
Mileage	\$0.40	mile
Light Duty Field Vehicle	\$100.00	day
Mileage	\$0.400	mile
Field Maintenance Truck	\$175.00	day
Mileage	\$0.40	mile
Sampling Truck	\$150.00	day
Mileage	\$0.40	mile
Box Van with Lift Gate	\$45.00	hour
Mileage	\$0.60	mile
Roll-off Truck	\$75.00	hour
Mileage	\$0.60	mile
Dump Truck	\$75.00	hour
Mileage	\$0.60	mile
Vacuum Truck, 3000 G, 1000 cfm	\$95.00	hour
Mileage	\$0.80	mile
Vac-Con, Vacuum Truck, Super Sucker	\$125.00	hour
Mileage	\$0.80	hour
**Note: Mileage applied outside 25 mile radius		
**Note: Vehicle Fee does not include operator.		
**Note: Fuel Surcharge will be applied.		

UCF Emergency Response Rate Schedule

<u>TRAILERS</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Acid Transfer/Product Recovery Trailer	\$500.00	day
Containment Boom Trailer	\$150.00	day
Dump Trailer	\$75.00	day
Emergency Response Trailer (stocked)	\$300.00	day
Emergency Response Command Center	\$500.00	day
Heavy Equipment Trailer	\$125.00	day
Office Trailer, Mobile	\$300.00	week
Portable Decontamination Showers	\$250.00	day
Roll-off, 20 CY - Plus Mobilization/Demobilization	\$25.00	day
Roll-off, 30 CY - Plus Mobilization/Demobilization	\$35.00	day
Tanker Roll-Over Drilling & Product Recovery Trailer	\$500.00	day
<u>PERSONAL PROTECTIVE EQUIPMENT (PPE) - TAXABLE</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Breathing Air Cascade Manifold System	\$150.00	day / man
Breathing Air Portable Refilling System	\$350.00	day
Breathing Air Composite Cylinder Refilling	\$15.00	cylinder
EPA Level "D" (work uniform)	\$30.00	day / man
EPA Level "D" (tyvek)	\$50.00	day / man
EPA Level "C" (tyvek)	\$150.00	day / man
EPA Level "C" (acid suit)	\$200.00	day / man
EPA Level "B" (saranex)	\$300.00	day / man
EPA Level "B" (acid suit)	\$350.00	day / man
EPA Level "A" (fully encapsulated)	\$1,000.00	day / man
Fire Fighting Bunker Gear	\$150.00	day / man
Self-Contained Breathing Apparatus with Emerg Escape Unit	\$150.00	day / man
<i>Above costs include initial dress out.</i>		
<i>Additional PPE will be itemized as needed.</i>		
<u>EMERGENCY RESPONSE EQUIPMENT</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Anchors, Danforth, with chain and 50-foot poly line	\$10.00	day
Containment Boom / 18-inch skirt (100 feet)	\$125.00	day
Containment Boom / 12-inch skirt (100 feet)	\$100.00	day
Chlorine Kit "A"	\$150.00	day
Chlorine Kit "B"	\$200.00	day
Chlorine Kit "C"	\$250.00	day
Decontamination Station	\$500.00	day
Drum Patch Kit	\$50.00	day
Mercury Spill Kit	\$100.00	each
Mercury Vacuum System (Stainless), plus Filter	\$350.00	day
Non-Sparkling Tools	\$50.00	day
Plug-n-Wedge Kit	\$20.00	day
Tanker Dome Cover Clamp	\$50.00	each
<u>STORAGE TANK EQUIPMENT</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
1,000 gallon Portable Tank on Wheels	\$100.00	day
550 gallon Poly Storage Tank	\$50.00	day
2,000 gallon Poly Storage Tank	\$75.00	day
**NOTE: Plus Delivery and Pickup Charges		



UCF Emergency Response Rate Schedule

HEAVY EQUIPMENT	STANDARD FEE	UNIT
Skidsteer Loader	\$300.00	day
Skidsteer Loader with Drum Grappler	\$450.00	day
Backhoe, Rubber Tire	\$375.00	day
Backhoe, Rubber Tire, Extendable Hoe	\$425.00	day
Track Hoe Excavator - Rubber Tracks	\$700.00	day
Track hoe Excavator - small	\$775.00	day
Track Hoe Excavator - medium	\$900.00	day
Trackhoe Excavator - large	\$1,100.00	day
Trackhoe Excavator - extra large	\$1,500.00	day
Wheel Loader, 2.5 CY Bucket	\$900.00	day
Wheel Loader, 3.5 CY Bucket	\$1,000.00	day
<i>* Plus delivery and pickup charges/ fuel for equipment</i>		
LIGHTS & GENERATORS	STANDARD FEE	UNIT
5 KW Light Plant	\$100.00	day
8 KW Generators	\$150.00	day
10 KW Generators	\$250.00	day
EXPENDABLES - TAXABLE	STANDARD FEE	UNIT
Miscellaneous Equipment & Supplies	\$50.00	day
Sorbent Boom, 5-inch	\$100.00	bale
Sorbent Boom, 8-inch	\$200.00	bale
Sorbent Pads, Grade 100	\$90.00	bale
Abortitz/Spill Magic Sorbent	\$30.00	bag
Absorbent Granular Clay	\$9.00	bag
55-gal drum	\$85.00	each
5-gal bucket, DOT, Poly, New, Open Top	\$15.00	each
Acid Splash Suits	\$75.00	each
Shoe Booties	\$7.50	pair
Caution Tape (Barrier)	\$30.00	roll
Chemical Tape	\$35.00	roll
Cubic Yard Boxes	\$95.00	each
Hand Pump	\$20.00	each
Drum, 30 Gallon, DOT, Fiber, Open Top	\$35.00	each
Drum, 55 Gallon, DOT, Metal, New, Open & Closed Top, Heavy Duty	\$75.00	each
Drum, 55 Gallon, DOT, Poly, New, Open & Closed Top	\$85.00	each
Drum, 85 Gallon, Overpack, Metal, New	\$190.00	each
Drum, 85 Gallon, Overpack, Poly, New	\$210.00	each
Duct Tape	\$7.50	roll
Flex Hose, 100-ft, 6-inch diameter	\$250.00	roll
Miscellaneous Equipment & Supplies	\$50.00	day
Polyethylene Sheeting, 20-foot x 50-foot x 6 mil	\$75.00	roll
Polyethylene Sheeting, 40-foot x 100-foot x 6 mil	\$200.00	roll
Portland Cement, 47# Bags	\$15.00	bag
Respirator Cartridges, GMC-H & GMD-H Combination	\$20.00	pair
Respirator Cartridges, GMD Ammonia	\$25.00	pair
Respirator Cartridges, Mercury	\$40.00	pair
Soda Ash, 40# Bags	\$45.00	bag
Temporary Monitoring Well Supplies	\$300.00	well
Tyvek Coveralls, with hoods & booties	\$13.50	each
Tyvek Coveralls, Polycoat, with hoods & booties	\$18.50	each
Saranex Coveralls, with hoods & booties	\$50.00	each
Vermiculite Granules, 14# Bags	\$20.00	bag

UCF Emergency Response Rate Schedule

SAMPLING/TESTING EQUIPMENT	STANDARD FEE	UNIT
Bailer, Teflon	\$20.00	each
Current Meter (hand held)	\$25.00	day
Data Logger	\$100.00	day
Decontamination Supplies/Equipment	\$100.00	day
Sampling Dipper	\$30.00	day
Dissolved Oxygen (DO) Meter	\$50.00	day
Explosion/Oxygen Meter/Combustible Gas Indicator	\$60.00	day
Glass Sampling Tubes	\$6.50	each
Grundfos Pump & Converter	\$175.00	day
Sampling Meter Kit (5 parameters)	\$200.00	day
Hand Auger (stainless)	\$25.00	day
Haz Cat Kit (plus tubes)	\$600.00	day
Haz-Mat Test Indicators	\$18.50	each
Interface Probe	\$75.00	day
ISCO Sequential Sampler	\$300.00	day
ISCO Water Sampler	\$150.00	day
Miscellaneous Sampling Supplies & Equipment	\$100.00	day
Sampling Instrument - Multimeter	\$150.00	day
Peristatic Pump - Masterflex	\$100.00	day
pH Meter/Conductivity/Temperature Meter	\$100.00	day
Ponar Dredge	\$35.00	day
Pressure Transducer	\$100.00	day
Secchi Disc	\$25.00	day
Turbidity Meter	\$50.00	day
TVA-FID	\$200.00	day
TVA-FID / PID	\$250.00	day
Water Level Meter	\$45.00	day
Tracked Geoprobe Unit	\$1,500.00	day
Weather Station with Data Logger	\$100.00	day
INDUSTRIAL HYGIENE EQUIPMENT	STANDARD FEE	UNIT
Air Sampling Pump - personal	\$50.00	day
Air Sampling Pump Kit - Area	\$60.00	day
Air-O-Cell Cassette	\$16.00	each
Lumex - Mercury Vapor Analyzer	\$1,000.00	day
Micro R Gamma Radiation Counter	\$75.00	day
Miran SapphiRe Infrared Air Analyzer	\$1,000.00	day
Moisture Meter	\$50.00	day
Noise Meter (Dosimeter)	\$75.00	day
Particulate Counter	\$150.00	day
Primary Flow Calibrator	\$150.00	day
Relative Humidity Meter (Hygrometer)	\$50.00	day
Sorbent Tubes	\$5.00	each
XRF Lead Paint Analyzer	\$500.00	day
MISCELLANEOUS SUPPLIES EQUIPMENT	STANDARD FEE	UNIT
Mobile Telephone	\$25.00	day
Photographic Expenses - Digital Camera - One Day Only	\$25.00	day
Pressure Washer, 3000 psi	\$125.00	day
TVA-FID	\$200.00	day
Roll-off Box, 20 CY	\$25.00	day
Roll-off Box, 30 CY	\$35.00	day
Air Scrubber with Activated Carbon Filter	\$375.00	day
Air Scrubber with Particulate Filter	\$300.00	day
Chain Saw	\$100.00	day
Concrete Core Drill	\$150.00	day
Concrete Saw	\$65.00	day
Concrete Saw Blades	\$20.00	each
Confined Space Entry Safety Equipment	\$350.00	day
Copius Air Mover, 6-inch	\$40.00	day
Cutting Torches	\$75.00	day

UCF Emergency Response Rate Schedule

Drum Barrel Cart	\$20.00	day
GPS (Trimble) with GIS Software	\$300.00	day
GPS Hand Unit (Garmin)	\$15.00	day
Grounding/Bonding Equipment	\$20.00	day
HEPA-VAC Vacuum Unit, plus Filters	\$300.00	day
Impact Wrench	\$40.00	day
Jon Boat with Motor	\$100.00	day
Magnetometer	\$100.00	day
Oil Skimmer Module	\$100.00	day
Pipe Threading Equipment	\$50.00	day
Portable Laptop Computer	\$50.00	day
Portable Plate Compactor / Impact	\$75.00	day
Power Sweeper / Walk Behind	\$150.00	day
Reciprocating "Saws-All"	\$20.00	day
Survey Equipment & Accessories	\$50.00	day
Traffic Cones	\$3.00	each / day
Ventilator Blower / Fan	\$100.00	day
<u>PUMPING EQUIPMENT</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Air Operated Double Diaphragm Pump, 1-inch	\$85.00	day
Air Operated Double Diaphragm Pump, 2-inch	\$100.00	day
Air Operated Double Diaphragm Pump, 3-inch	\$125.00	day
Air Operated Double Diaphragm Teflon Acid Pump, 2-inch	\$150.00	day
Centrifugal Pump (Honda), 2-inch	\$65.00	day
Centrifugal Pump (Honda), 3-inch	\$85.00	day
Explosion Proof S/S Drum Pump	\$100.00	day
Fuel Transfer Pump	\$75.00	day
Hoses, Chemical Resistent	\$25.00	day
Portable Drum Vacuum System	\$250.00	day
Submersible Sump Pump, 2-inch	\$30.00	day
<u>REMEDATION SYSTEM EQUIPMENT</u>	<u>STANDARD FEE</u>	<u>UNIT</u>
Air Stripper, tower	\$800.00	day
Air Stripper, Tower	\$2,500.00	week
Air Stripper, Tower	\$7,500.00	month
Air Stripper, Shallow Tray	\$600.00	day
Air Stripper, Shallow Tray	\$2,000.00	week
Air Stripper, Shallow Tray	\$6,000.00	month
Diffused Aerator	\$600.00	day
Diffused Aerator	\$2,000.00	week
Diffused Aerator	\$6,000.00	month
Portable Vapor Extraction System	\$800.00	week
Portable Vapor Extraction System	\$2,000.00	month

UCF Emergency Response Rate Schedule

REIMBURSABLE EXPENSES - PRINTING & BINDING	STANDARD FEE	UNIT
Print / Copy, Black & White, Standard Paper, 8.5 x 11	\$0.10	per side
Print / Copy, Color, Standard Paper 8.5 x 11	\$0.45	per side
Print / Copy, Black & White, Report Paper, 8.5 x 11	\$0.15	per side
Print / Copy, Color, Report Paper 8.5 x 11	\$0.50	per side
Print / Copy, Black & White, 8.5 x 14	\$0.30	per side
Print / Copy, Color, 8.5 x 14	\$0.65	per side
Print / Copy, Black & White, 11 x 17	\$0.35	per side
Print / Copy, Color, 11 x 17	\$1.10	per side
Plotter Printing, 24" wide	\$1.50	foot
Plotter Printing, 36" wide	\$2.25	foot
All Report/Document Binding	\$10.00	each
Display Boards	\$10.00	each
Postage	Cost + 10%	

NOTES:

Straight time rate is 8:00 a.m. - 5:00 p.m., Monday - Friday.

Overtime rates (1.5 x straight time rate) apply to work performed before 8:00 a.m. or after 5 p.m. and all day Saturday.

Premium rates (2 x straight time rate) apply to work performed on Sundays, Holidays and Holiday Weekends.

Minimum Charges for personnel and equipment are four (4) and eight (8) hours.

Equipment rates do not include operators.

Personnel and equipment are billed portal-to-portal and for clean-up and ready time.

Materials and subcontractors required for scope of services to be invoiced at cost plus 30%.

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

APPENDIX I



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

A·C·T Acknowledges Appendix I, Evaluation Scoring Sheet.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT COMPANY: A·C·T Environmental & Infrastructure, Inc.

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Purchasing Representative named in section 2.1.**

Evaluation Criteria	Max Points	Points Awarded
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	30	
2. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	35	
3. OVERALL PRICING	25	
4. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	10	
Evaluation of Responses Point Total	100	

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

APPENDIX II



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

**APPENDIX II
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	X	_____	<i>PKX</i>
2.2 **Non-negotiable**	X	_____	<i>PKX</i>
2.3 **Non-negotiable**	X	_____	<i>PKX</i>
2.4	X	_____	<i>PKX</i>
2.5	X	_____	<i>PKX</i>
2.6 **Non-negotiable**	X	_____	<i>PKX</i>
2.7 Section Not Used			
2.8 **Non-negotiable**	X	_____	<i>PKX</i>
2.9	X	_____	<i>PKX</i>
2.10	X	_____	<i>PKX</i>
2.11 **Non-negotiable**	X	_____	<i>PKX</i>
2.12	X	_____	<i>PKX</i>
2.13 **Non-negotiable**	X	_____	<i>PKX</i>
2.14 **Non-negotiable**	X	_____	<i>PKX</i>
2.15	X	_____	<i>PKX</i>

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	X	_____	ADK
2.17	X	_____	ADK
2.18 **Non-negotiable**	X	_____	ADK
2.19	X	_____	ADK
2.20 **Non-negotiable**	X	_____	ADK
2.21	X	_____	ADK
2.22	X	_____	ADK
2.23	X	_____	ADK
2.24	X	_____	ADK
2.25	X	_____	ADK
2.26	X	_____	ADK
2.27**Non-negotiable**	X	_____	ADK
2.28 **Non-negotiable**	X	_____	ADK
2.29	X	_____	ADK
2.30**Non-negotiable**	X	_____	ADK
2.31**Non-negotiable**	X	_____	ADK
2.32	X	_____	ADK
2.33	X	_____	ADK
2.34	X	_____	ADK
2.35**Non-negotiable**	X	_____	ADK
2.36	X	_____	ADK
2.37	X	_____	ADK
2.38	X	_____	ADK

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	X	_____	<i>BJK</i>
2.40	X	_____	<i>BJK</i>
2.41	X	_____	<i>BJK</i>
2.42**Non-negotiable**	X	_____	<i>BJK</i>
2.43	X	_____	<i>BJK</i>
2.44	X	_____	<i>BJK</i>
2.45	X	_____	<i>BJK</i>
2.46	X	_____	<i>BJK</i>
2.47	X	_____	<i>BJK</i>
2.48	X	_____	<i>BJK</i>
2.49 **Non-negotiable**	X	_____	<i>BJK</i>
2.50	X	_____	<i>BJK</i>
2.51	X	_____	<i>BJK</i>
2.52 **Non-negotiable**	X	_____	<i>BJK</i>
3.0	X	_____	<i>BJK</i>
4.0	X	_____	<i>BJK</i>

RESPONDENT COMPANY NAME: A-C-T Environmental & Infrastructure, Inc.

AUTHORIZED SIGNATURE: *R. Jeffrey Kincart*

TITLE: R. Jeffrey Kincart, P.E., GC, Vice President

DATE: May 28, 2015

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

APPENDIX III



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

APPENDIX III**CERTIFICATE OF NON-SEGREGATED FACILITIES**

We, A.C.T Environmental & Infrastructure, Inc. certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX III**CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS**

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

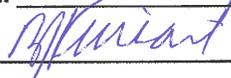
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

RESPONDENT COMPANY NAME: A-C-T Environmental & Infrastructure, Inc.

AUTHORIZED SIGNATURE: 

TITLE: R. Jeffrey Kincart, P.E., GC, Vice President

DATE: May 28, 2015

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

**EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1**

Standard Form 100
REV. 01/2009

O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) 7

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label A-C-T Environmental & Infrastructure, Inc.					a.
Address (Number and street) 1875 West Main Street					b.
City or town Bartow,	State FL	ZIP code 33830			c.
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment A-C-T Environmental & Infrastructure, Inc.					d.
Address (Number and street) 1875 West Main Street	City or Town Bartow	County Polk	State FL	ZIP code 33830	e.
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)			5	9	f.
			2	8	
			5	5	
			4	6	
			4		
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D-EMPLOYMENT DATA
 Employment at this establishment - Report all permanent full- and part-time employees (including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions). Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A-N
	Hispanic or Latino		Race/Ethnicity												
	Not Hispanic or Latino		Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers	1	0	1	0	0	0	0	0	0	0	0	0	0	0	3
First/Mid-Level Officials and Managers			11												13
Professionals			7												12
Technicians			10	1											12
Sales Workers								3							3
Administrative Support Workers			1					8							9
Craft Workers			21												28
Operatives															0
Laborers and Helpers															0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	6	0	47	3	0	0	0	0	19	0	0	0	0	0	81
PREVIOUS YEAR TOTAL			53						15						77

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last FEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 Check 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official R. Jeffrey Kincaid	Title Vice President	Signature 	Date May 29, 2015
Name of person to contact regarding this report Nicole Sweal	Title Human Resources Representative	Address (Number and Street) 1875 West Main Street	Email Address rsweal@ec-1.com
City and State Barrow, FL	Zip Code 33880	Telephone No. (including Area Code and Extension) 863-533-2000 x216	

All reports and information obtained from individual reports will be kept confidential as required by Section 709(a) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

**EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO—1**

Standard Form 100
REV. 01/2009

O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

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(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report

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Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY								
a. Name of parent company (owns or controls establishment in item 2) omit if same as label													
A-C-T Environmental & Infrastructure, Inc.					a.								
Address (Number and street)													
1875 West Main Street					b.								
City or town		State	ZIP code										
Bartow		FL	33830		c.								
2. Establishment for which this report is filed. (Omit if same as label)													
a. Name of establishment													
A-C-T Environmental & Infrastructure, Inc.													
d.													
Address (Number and street)		City or Town	County	State	ZIP code								
1875 West Main Street		Bartow	Polk	FL	33830								
e.													
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)				5	9	2	8	5	5	4	6	4	f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D-EMPLOYMENT DATA
 Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Cal A - N		
	Hispanic or Latino		Race/Ethnicity														
	Not Hispanic or Latino		Male						Female								
	A	B	C	D	E	F	G	H	I	J	K	L	M	N			
Executive/Senior Level Officials and Managers	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3
First/Mid-Level Officials and Managers			11														13
Professionals			5														10
Technicians			9	1													11
Sales Workers			1														2
Administrative Support Workers			18	2													20
Craft Workers																	0
Operatives																	0
Laborers and Helpers			1														1
Service Workers			47	3	0	0	0	0	0	0	0	0	0	0	0	0	53
TOTAL	10	6	0	47	3	0	0	81									
PREVIOUS YEAR TOTAL	11	5	0	46	3	0	0	70									

1. Date(s) of payroll period used: 5/29/2015 (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 Check 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: R. Jeffrey Kincaid Title: Vice President Signature: [Signature] Date: May 29, 2015

Name of person to contact regarding this report: Nicole Sweel Title: Human Resources Representative Address (Number and Street): 1875 West Main Street

City and State: Bartow, FL Zip Code: 33830 Telephone No. (including Area Code and Extension): 863-533-2000x216 Email Address: nsweel@act.com

All reports and information obtained from individual reports will be kept confidential as required by Section 799(6) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
 REV. 01/2006

O.M.B. No. 3045-0007
 EXPIRES 01/2009
 100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).
- | | |
|---|--|
| (1) <input type="checkbox"/> Single-establishment Employer Report | Multi-establishment Employer: |
| | (2) <input type="checkbox"/> Consolidated Report (Required) |
| | (3) <input type="checkbox"/> Headquarters Unit Report (Required) |
| | (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees) |
| | (5) <input checked="" type="checkbox"/> Special Report Type 8 Record |

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

Section B—COMPANY IDENTIFICATION (To be answered by all employers)					OFFICE USE ONLY
1. Parent Company					
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)					b.
1875 West Main Street					
City or town		State	ZIP code		c.
Bartow		FL	33830		
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)		City or Town	County	State	ZIP code
6918 Forest City Road		Orlando	Orange	FL	32810
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
					5 9 2 8 5 5 4 6 4
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?
If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):	
1 8 3 0 3 0 0 9 7	

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

SF 100 - Page 2

Section D-EMPLOYMENT DATA
 Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank space will be considered as zero.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N							
	Hispanic or Latino							Not-Hispanic or Latino														
	Race/Ethnicity							Race/Ethnicity														
	Male			Female				Male			Female											
Male	Female	White	Black or African American	Hispanic or Latino	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Hispanic or Latino	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Hispanic or Latino	Asian	American Indian or Alaska Native	Two or more races			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	
Executive/Senior Level Officials and Managers																						
First/Mid-Level Officials and Managers																						
Professionals																						
Technicians																						
Sales Workers																						
Administrative Support Workers																						
Craft Workers																						
Operatives																						
Laborers and Helpers																						
Service Workers																						
TOTAL																						
PREVIOUS YEAR TOTAL																						

L. Date(s) of payroll period used: 5/29/2015 (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 Check 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official R. Jeffrey Kincant	Title Vice President	Signature 	Date May 28, 2015
Name of person to contact regarding this report Nicole Sweel	Title Human Resources Representative	Address (Number and Street) 1875 West Main Street	Email Address nsweel@ac-i.com
City and State Barlow, FL	Zip Code 33830	Telephone No. (including Area Code and Extension) 863-533-2000 x216	

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO—1

Standard Form 100
 REV. 01/2006
 O.M.B. No. 3048-0007
 EXPIRES 01/2009
 100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report Type 8 Record

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label A-C-T Environmental & Infrastructure, Inc.					a.
Address (Number and street) 1875 West Main Street					b.
City or town Bartow		State FL	ZIP code 33830		c.
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment A-C-T Environmental & Infrastructure, Inc.					d.
Address (Number and street) 5151 Sunbeam Rd.		City or Town Jacksonville	County Duval	State FL	ZIP code 32257
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
					5 9 2 8 5 5 4 6 4
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?
If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):	
1 8 3 0 3 0 0 9 7	

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N
	Hispanic or Latino		Race/Ethnicity												
	Not Hispanic or Latino		Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Aian	American Indian or Alaska Native	Asian	Hispanic or Latino	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals							1								
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers							1								
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL							2							1	
PREVIOUS YEAR TOTAL							2							1	

1. Date(s) of payroll period used: 5/29/2015 (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only)
 one 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official R. Jeffrey Kincaid	Title Vice President	Signature <i>R. Kincaid</i>	Date May 29, 2015
Name of person to contact regarding this report Nicole Sweal	Title Human Resources Representative	Address (Number and Street) 1875 West Main Street	
City and State Barlow, FL	Zip Code 33880	Telephone No. (including Area Code and Extension) 883-533-2000 x216	Email Address nsweal@e-c-l.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

Joint Reporting Committee

- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

<p>(1) <input type="checkbox"/> Single-establishment Employer Report</p>	<p>Multi-establishment Employer:</p> <p>(2) <input type="checkbox"/> Consolidated Report (Required)</p> <p>(3) <input type="checkbox"/> Headquarters Unit Report (Required)</p> <p>(4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees)</p> <p>(5) <input checked="" type="checkbox"/> Special Report Type 8 Record</p>
--	---

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)					b.
1875 West Main Street					
City or town		State	ZIP code		c.
Bartow		FL	33830		
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)		City or Town	County	State	ZIP code
1515 Second Street		Sarasota	Sarasota	FL	34236
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
					5 9 2 8 5 5 4 6 4
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?									
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?									
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?									
<p>If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):</p> <table style="display: inline-table; border: 1px solid black; text-align: center;"> <tr> <td style="border: 1px solid black; width: 20px;">1</td> <td style="border: 1px solid black; width: 20px;">8</td> <td style="border: 1px solid black; width: 20px;">3</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">3</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">0</td> <td style="border: 1px solid black; width: 20px;">9</td> <td style="border: 1px solid black; width: 20px;">7</td> </tr> </table>			1	8	3	0	3	0	0	9	7
1	8	3	0	3	0	0	9	7			

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO—1

Standard Form 100
REV. 01/2006
O.M.B. No. 3048-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

Multi-establishment Employer:

(2) Consolidated Report (Required)

(3) Headquarters Unit Report (Required)

(4) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) Special Report Type B Record

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)					b.
1875 West Main Street					
City or town		State	ZIP code		c.
Bartow		FL	33830		
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
A-C-T Environmental & Infrastructure, Inc.					
Address (Number and street)		City or Town	County	State	ZIP code
3681 W. Oakwood Park Blvd.		Ft. Lauderdale	Broward	FL	33311
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					e.
5 9 2 8 5 5 4 6 4					f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?
If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):		
1 8 3 0 3 0 0 9 7		

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

SF 100 - Page 2

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A-N		
	Race/Ethnicity																
	Hispanic or Latino		Not-Hispanic or Latino														
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	Hispanic or Latino	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	Hispanic or Latino	Two or more races	Two or more races			
Executive/Senior Level Officials and Managers	1.1																
First/Mid-Level Officials and Managers	1.2																
Professionals	2																
Technicians	3		1														
Sales Workers	4																
Administrative Support Workers	5																
Craft Workers	6																
Operatives	7																
Laborers and Helpers	8																
Service Workers	9																
TOTAL	10		1														
PREVIOUS YEAR TOTAL	11		1														

1. Date(s) of payroll period used: 5/29/2015 (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

Check 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: R. Jeffrey Kincaid Title: Vice President Signature: [Signature] Date: May 29, 2015

Name of person to contact regarding this report: Nicole Sweal Title: Human Resources Representative
 City and State: Barrow, FL Telephone No. (including Area Code and Extension): 863-533-2000 x216 Address (Number and Street): 1875 West Main Street Email Address: nsweal@e-c-1.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(c) of Title VII. WILL FULLY FALSE STATEMENTS ON THIS REPORT BE PUNISHABLE BY LAW. U.S. CODE, TITLE 18, SECTION 1001

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

APPENDIX IV



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

APPENDIX IV

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

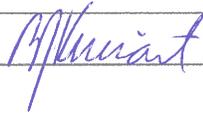
Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: A-C-T Environmental & Infrastructure, Inc.

Authorized Representative's Name: R. Jeffrey Kincart, P.E., GC

Authorized Representative's Signature: 

Date: May 28, 2015

UNIVERSITY OF CENTRAL FLORIDA
ITN#1432NCSA/EMERGENCY RESPONSE - ENVIRONMENTAL SERVICES

APPENDIX V



A FULL-SERVICE ENGINEERING, ENVIRONMENTAL SCIENCES,
FIELD SERVICES, CONTRACTING & EMERGENCY RESPONSE FIRM

A-C-T acknowledges Appendix V, Secure Handling of UCF Data.

APPENDIX V

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations or other event requiring notification under applicable law (“Notification Event”), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act (“FERPA”), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.



CORPORATE OFFICE:
1875 West Main Street | Bartow, Florida 33830
Toll Free 1-800-226-0911 | (P) 863-533-2000 | (F) 863-533-1991
Email: info@a-c-t.com | www.a-c-t.com

Nation-wide
Experience
Since 1987