



P.O. Box 1070, Woodridge, NY 12789  
845-434-7805 Tel.845-434-0307 Fax

**Emergency Spill Response Contract – Prevailing Wages**

**ALL WORK TO BE PERFORMED AS DIRECTED BY FEDERAL, STATE AND LOCAL REGULATORY AGENCIES.  
(i.e. EPA, NYS DEC, NYSDOT, NYC DEP, HEALTH DEPT., FIRE DEPT., AND / OR REGULATIONS OR GUIDELINES.)**

**LABOR RATES – PREVAILING WAGES**

OPERATIONS SUPERVISOR	\$ 155.00 PER HOUR	PROJECT MANAGER	\$ 150.00 PER HOUR
GEOLOGIST	\$ 150.00 PER HOUR	OPERATING ENGINEER-VAC/SS	\$ 140.00 PER HOUR
PROJECT FOREMAN	\$ 140.00 PER HOUR	OPERATING ENGINEER-EXC	\$ 144.75 PER HOUR
SKILLED LABORER	\$ 126.25 PER HOUR	TEAMSTER-TRIAxLE	\$ 136.25 PER HOUR

**EQUIPMENT RATES-DOES NOT INCLUDE OPERATOR**

TRACTOR W/VACUUM. TRAILER	\$125.00 PER HOUR	JACKHAMMER (ELECTRIC)	\$ 150.00 PER DAY
TRI AXLE DUMP TRUCK	\$ 75.00 PER HOUR	SINGLE AXLE DUMP TRUCK	\$ 60.00 PER HOUR
TRI AXLE DUMP TRUCK W/ TRAILER	\$ 95.00 PER HOUR	SINGLE AXLE TRUCK W/ TRAILER	\$ 80.00 PER HOUR
VACUUM TRUCK	\$115.50 PER HOUR	EXPLOSION PROOF BLOWER	\$ 75.00 PER DAY
UTILITY / SERVICE TRUCK	\$ 26.25 PER HOUR	SPILL RESPONSE TRUCK	\$ 210.00 PER DAY
PICK UP TRUCK	\$ 17.50 PER HOUR	PHOTOIONIZATION METER (PID)	\$ 100.00 PER DAY
AUTOMOBILES	\$ 10.00 PER HOUR	SKID STEER LOADER (BOBCAT)	\$ 60.00 PER HOUR
LOADER/BACKHOE MID SIZE	\$ 92.50 PER HOUR	LARGE EXCAVATOR	\$ 125.00 PER HOUR
SMALL EXCAVATOR(MINI)	\$ 60.00 PER HOUR	ROLL OFF TRUCK	\$ 60.00 PER HOUR
CONTAINER RENTAL – 20/30 YD <sup>3</sup>	\$ 10.00 PER DAY	CONTAINER RENTAL – 20/30 YD <sup>3</sup>	\$ 40.00 PER WEEK
PRESSURE WASHER	\$ 175.00 PER DAY	VACUUM CONTAINER RENTAL-25YD	\$ 36.00 PER DAY
CONTAINMENT BOOM –Large (100')	\$ 250.00 PER Week	ROW BOAT	\$ 90.00 PER DAY
FLOOD LIGHTS	\$ 50.00 PER DAY	CONTAINMENT BOOM –Small (25')	\$ 50.00 PER Week
OIL WATER SEPARATOR	\$ 150.00 PER Week	EXPLOSIVE or O <sub>2</sub> METER	\$ 100.00 PER DAY
BLOWER	\$ 50.00 PER DAY	SUBMERSIBLE PUMP	\$ 50.00 PER DAY
VIBRATORY PLATE COMPACTOR	\$ 150.00 PER DAY	CONCRETE/CUT OFF SAW	\$ 150.00 PER DAY

**MATERIALS**

ABSORBENT PADS (200 PER BALE)	\$ 79.20 /BALE	55 gal closed top DRUMS	\$ 60.00 EACH
ABSORBENT BOOMS (5")	\$ 189.45 /BALE	55 gal open top DRUMS	\$ 60.00 EACH
ABSORBENT BOOMS (8")	\$ 225.30 /BALE	20 GALLON LAB OVERPACK	\$ 75.00 EACH
ABSORBENT PILLOWS (10)	\$ 130.30 /BALE	85 GALLON SALVAGE DRUM	\$ 305.00 EACH
ABSORBENT SWEEP	\$ 106.95 EACH	STEP 1 STEP 2	\$ 38.00 /GALLON
ABSORBENT BLANKET	\$ 142.40 EACH	CAUTION TAPE	\$ 32.00 /ROLL
ORANGE FENCING	\$ 65.00 /ROLL	DUCT TAPE	\$ 9.50 /ROLL
FENCE POSTS	\$ 6.50 /POST	SPEEDY DRY -- 40 POUNDS	\$ 15.00 /BAG
ROLL POLYETHYLENE 6 mil 20' x100'	\$ 114.00 ROLL	GRASS SEED	\$ 2.63 /PER LB.
HEAVY DUTY POLY BAGS	\$ 2.00 EACH	STRAW-BALES	\$ 15.00 /BALE
BIOSOLVE® or STEP1 / STEP 2	\$ 45.00 /GAL	STRAW-MATS	\$ 112.00 EACH
BACKFILL MATERIAL	\$ 35.00/TON or YD <sup>3</sup>	CRUSHED STONE	\$ 55.00 /TON

*\*\* Any other materials used, to be at cost plus 10% OVERHEAD plus 10% PROFIT (21%)*

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

LEVEL A:	\$ 300.00 PER PERSON PER DAY,	LEVEL B:	\$ 175.00 PER PERSON PER DAY
LEVEL C:	\$ 90.00 PER PERSON PER DAY,	LEVEL D:	\$ 35.00 PER PERSON PER DAY
ADDITIONAL AIR TANKS (1 included)	\$ 35.00 EACH		

**NOTE:** Cost for repair or replacement caused by damage incurred during rental to be charged to the customer.

**DISPOSAL\***

LIQUID WASTE-OIL/WATER	\$ 1.25 PER GALLON	LIQUID WASTE-GASOLINE	\$ 2.50 PER GALLON
OIL SOAKED ABSORBENTS/DEBRIS	\$ 275.00 PER DRUM, OR**		
SLUDGE/VACUUM SOLIDS/MATERIAL REQUIRING SOLIDIFICATION	\$ 5.00 PER GALLON		

\* LABORATORY ANALYSIS FOR DISPOSAL TO BE ADDITIONAL. THE COST IS DEPENDENT ON THE FACILITY REQUIREMENTS.

\*\*DISPOSAL OF CONTAMINATED SOIL AND/OR LARGE QUANTITY OF DEBRIS TO BE QUOTED, AS NEEDED.



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**Terms and Conditions**

- 1. Labor Rates include; general hand tools (shovels, rakes, wrenches etc.) necessary to perform required work.
2. PPE include personal protective equipment; gloves, safety glasses, respiratory protection, etc.
3. Equipment or labor not listed will be quoted at time of need or cost plus 21%.
4. All charges for labor and equipment will be billed on a PORTAL TO PORTAL basis.
5. During an emergency call-out, all labor and equipment requested will be charged for.
6. Decon of equipment, if needed, shall be at time and material rates.
7. Unless otherwise specified, a four- (4) hour minimum charge will apply for all labor and equipment.
8. Straight time labor rates to apply 7:00 a.m. to 3:30 p.m. weekdays.
9. Time and half rates to apply before 7:00 a.m., after 3:30 p.m. weekdays and from 7:00 a.m. to 3:30 p.m. Saturdays.
10. Double time rates to apply before 7:00 a.m. and after 3:30 p.m. Saturday, all day Sunday until 7:00 a.m. Monday and Holidays.
11. REST TIME - any call out which requires employees to work through the night, an eight hour LABOR REST PERIOD will be charged at straight time labor rates.
12. If lodging is required; Rates to be the NYS posted per diem rates for lodging and meals.
13. Analytical testing and disposal of contaminants will be quoted at time of need.
14. State and local sales tax to be additional.
15. Permit, bonds, filing and / or inspection fees to be at cost plus 21%.
16. Signed "Additional Work Authorization Forms" will be required when deviating from authorized work.
17. Work stoppages occurring as a result actions beyond the control of Luzon (except weather) will require payment in full for labor, equipment and materials installed and/or delivered to the site. Additional mobilization charges may apply for resumption of work.
18. Unforeseen conditions consisting of but not limited to, contaminated water, contaminated soil, laboratory analysis, underground utilities, rock, concrete, high water table, shoring requirements, delays or stop work orders, will result (unless otherwise specified) in additional charge. Underground utilities on private property, marked or unmarked, are the responsibility of the owner. Luzon is not responsible for any damages to Black Top/Asphalt and/or concrete areas caused by equipment traffic. All reasonable efforts will be made to restore site to original conditions, however landscaping and/or paving (unless otherwise specified) to be done by others.
19. Invoices will be rendered weekly (or daily) for work performed and costs incurred during the previous calendar week. Payment is due upon receipt of invoice. Amounts not paid within ten (10) days are subject to a service charge of two percent (2%) per month (annual rate 24%) or any portion thereof. In the event that payment in full not received within thirty (30) days of the invoice date, the account shall be subject to collection by our attorney's, and any and all costs of collection, including reasonable attorney's fees, shall be paid by the invoiced party. Reports, and / or required paperwork will be released upon final payment.
20. If any payment terms are not met, work will be stopped at that point and will not be continued until payment terms are met. Luzon Oil Co., Inc. d.b.a. Luzon Environmental Services will not be liable for any damages due to, or arising from, any work stoppage.
21. In any action by Luzon Oil Co., Inc., based upon breach of this contract the right to a trial by jury will be waived and the same may be tried before a single judge in Sullivan County.
22. The parties agree that if any action is brought in regards to any matter having to do with this contract that only New York Courts will have jurisdiction with venue in Sullivan County, which is where the main office of Luzon is.

The undersigned hereby authorizes Luzon Oil Co., Inc. to provide goods and services for the specified work and accepts the terms conditions as set forth.

Work Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Spill Number, if any: \_\_\_\_\_ PBS Number, if any: \_\_\_\_\_

Party Responsible for Payment: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_



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**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

Is this a potential insurance claim?

**Insurance Co. Name:** \_\_\_\_\_ **Policy/Claim #:** \_\_\_\_\_

**Insurance Contact Name & Phone #:** \_\_\_\_\_

*Payment of deposit will be considered acceptance of these terms, conditions and rates. Balances due upon invoicing.  
The customer is responsible for any and all costs not covered by insurance.*