

AGREEMENT

This Agreement ("Agreement") is between the **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

Miller Environmental Group, Inc. ("Contractor"), a New York corporation having its principal place of business at 538 Edwards Avenue, Calverton, New York 11933.

The parties hereto desire for Contractor to provide the College with emergency environmental and hazardous spill response services on an as-needed basis throughout the College's three campus locations ("**Services**").

Term of Agreement: **September 1, 2021 through August 31, 2022**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Miller Environmental Group, Inc.
FID: 11-2256843
Tel.: (631) 369-4900

Suffolk County Community College

By: Jessica Kelly
Digitally signed by Jessica Kelly
Date: 2021-08-31 12:27:59
Jessica Kelly
Contract Manager

By: [Signature]
Dr. Edward T. Bonahue
President

Date: 8/31/21

Date: 8/31/21

Approved as to Legality:
Suffolk County Community College

Approved:

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

By: [Signature]
Mark D. Harris, DBA
Vice President for Business & Financial Affairs

Date: 8/31/2021

Date: 08.31.2021

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on June 3, 2021; and

Whereas, the Contractor submitted a proposal in response to such RFP on June 24, 2021; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

The Contractor shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in

whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
- e. In the event the Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that the Contractor's status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating

or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

The Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County,, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental

to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit B collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov>.

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL-232
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Insurance

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

3. Notices Relating to Termination and/or Litigation

In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

and

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D

Description of Services

Contractor shall provide Emergency Environmental and Hazardous Spill Response Services, in accordance with the "Scope of Work" contained in the College's RFP and "Environmental Services" (Section 3.0) contained in the Contractor's proposal, both of which are attached hereto as Exhibit D.

Description of Services

Scope of Work

The Consultant shall provide emergency environmental and hazardous spill response services. In providing these services, Consultant shall respond rapidly and effectively to the full range of environmental and hazardous materials at the College, including unknowns.

Normal working hours shall be from 8:00 AM to 5:00 PM.

Emergency is defined as a situation where the release of hazardous material presents an imminent risk to public health, safety, welfare, or the environment. Emergencies shall also include any situations that meets the definition of “emergency” as used by the United States Environmental Protection Agency, the New York State Department of Environmental Conservation or the Suffolk County Department of Health.

The College is currently concerned with spills that may occur on its various campuses or satellite locations. This includes, but is not limited to:

- Small quantities of science teaching chemicals on the College’s three campuses
- The College’s chemical bulk storage facilities sites:

<u>Campus</u>	<u>Tank Location (Above-/Under- Ground)</u>	<u>Capacity</u>	<u>Contains</u>
Ammerman Campus	1 Aboveground	1,500 gallons	Methanol
	1 Aboveground	2,133 gallons	Sodium Hydroxide
	1 Underground	2,000 gallons	Gasoline
Eastern Campus	1 Underground	1,000 gallons	Methanol
Michael J. Grant Campus	1 Aboveground	2,000 gallons	Gasoline

All tanks indicated above are equipped with monitoring systems, including alarms, to indicate secondary containment, leakage, overfill, and transfer station containment for deliveries.

Services shall also be provided for any and all other spills at the College’s campuses and satellite locations which are considered environmentally hazardous or pose a health/safety risk.

The objectives of emergency and hazardous spill response actions are to:

1. Protect life, facilities and the environment.
2. Identify and control the source of the discharge.
3. Prevent or abate the migration of the discharge.

In order to accomplish the objectives under this contract, the Consultant shall:

1. Provide staff who meets all applicable health and safety requirements for hazardous material spill response activities.
2. Meet all state and federal requirements for the cleanup, transportation, storage and disposal of hazardous materials/waste.
3. Provide Level A response based on 1910.120 OSHA Standards if the situation warrants it.
4. Respond to all emergency service requests within two (2) hours.
5. Provide onsite initial response training to members of the College's Department of Fire and Public Safety as well as to wastewater treatment plant operators. This training shall outline the steps employees are to take upon discovery of a hazardous material spill in order to stop/mitigate further discharge of hazardous materials.
6. Consultant shall have all the tools and equipment necessary to perform the required work.
7. Consultant shall perform all work in the best workmanlike manner and shall clean up and remove all debris and rubbish generated as a result of the work. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the work site in satisfactory repair and order.
8. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Consultant's staff is responsible.
9. In addition, Consultant shall perform work so as to cause the least inconvenience to the College and with proper consideration to other contractors or workmen. Consultant shall properly supervise the work being performed at the College and shall perform services as promptly and expeditiously as possible.
10. When applicable, Contractor shall pay its employees, at a minimum, the prevailing wage rate as defined in Section 220 of the NYS Labor Law, schedule of wage rates, as applicable, for the work being performed. Contractor shall comply with all provisions and procedural requirements included in Section 220 of the NYS Labor Law. Contractor shall submit certified payroll with the invoices which shall clearly state the prevailing wage trade title used when performing the work. Hourly labor rates bid must include both prevailing wage rates plus any Contractor overhead and profit margin.

I. Basic Requirements

The tasks and requirements identified below are the minimum needed to complete emergency spill response at the College.

A. Two-hour response time and meetings

Upon notification by the College, the Consultant shall dispatch staff to the scene within two (2) hours of notification, unless otherwise agreed upon with the College Director of Public Safety, or his/her designee.

Based on site specific conditions and/or information provided by the College to the Consultant, the Consultant will be expected to arrive on site within two (2) hours of notification to perform appropriate response activities. If site specific conditions and/or equipment needs are unknown, or not determined in advance, the Consultant shall arrive on site within two (2) hours of notification to make an assessment and develop a plan of action to minimize health, safety, or environmental damage and risks.

B. All Hazards Emergency Response Requirements

Consultant's staff assigned to the College shall identify the nature of the emergency, including any discharged substances, with the use of field monitors and laboratory analyses. The Consultant shall develop appropriate cleanup and containment alternatives on short notice. This shall include characterization by sampling to determine composition and type of substance. Consultant shall perform all spill remediation in accordance with the following requirements:

1. Identify Substance or Hazard Class – Consultant shall take measures to identify the nature of the emergency by use of field monitors and laboratory analyses. Consultant shall, as appropriate, use the necessary equipment, and perform the following:
 - a. Ambient Air Monitoring (multi-gas meters, mercury vapor analyzers, aerosol monitors, photo-ionization detectors, flame-ionization detectors, explosimeters, O₂ meters, etc.)
 - b. Surface water, groundwater and soil sampling (pumps, bailers, sampling kits and other equipment).
 - c. Analysis of unknowns (flash, pH, etc.).
2. Personal Protective Equipment – Consultant shall respond to Level A, B, C, and/or D incidents in the appropriate personal protective equipment, as required for the respective incident.
3. Contain and Secure Material – Consultant shall take measures to stop the discharge and contain the spread of the contaminant using the best available means. This activity shall be consistent with all applicable federal, state, and local laws, rules and regulations.

4. Excavation/Recovery/Sampling – Consultant shall provide equipment and appropriately trained personnel necessary to excavate and recover any discharged material, and material that may have been contaminated by the discharged material. This shall also apply to the removal of any free product, as necessary. Consultant shall also conduct post-excavation sampling to confirm adequacy of cleanup.
5. Transportation – Consultant shall take measures to transport hazardous waste and discharged material in accordance with all federal and state regulations and guidelines.
6. Manifests – Consultant shall prepare manifests or obtain waivers from the College as appropriate. As agents of the College, Consultant is authorized to sign the proper shipping documents, including uniform hazardous waste manifests that are necessary to remove and transport waste directly to an approved disposal facility. This authorization applies to emergency situations, or when the appropriate College representative is unavailable to sign the necessary documents at the time of shipment. The Consultant shall immediately transmit a copy of the signed manifest/shipping documents to the proper College representative.
7. Storage – Consultant shall store recovered material and/or waste in accordance with all appropriate federal, state and local regulations.
8. Disposal – Consultant shall dispose of all waste in a manner compliant with all federal, state and local regulations.
9. Access Restrictions – Consultant shall establish site control and access restriction as part of the emergency response activities. This includes erecting fencing or other barriers to restrict access and secure the site.

C. Documentation and Reporting Requirements

The following information details the requirements pertaining to the required documentation. The Consultant shall prepare and submit documentation in accordance with the requirements set forth below.

1. Immediate Response Documentation
The Consultant shall provide the College with any information/documentation necessary to meet regulatory reporting requirements. The Consultant shall assist the College with preparing and submitting any required regulatory information to the proper agencies.
2. Initial Response Documents
On emergency work, Consultant shall submit a written cost-estimate within forty-eight (48) hours of the work being started. Cost-estimates shall be provided by the Consultant at no additional cost to the College and shall be prepared in a manner consistent with the pricing structure of the contract which includes labor hours and rates per trade, anticipated equipment and materials, etc.

The cost estimate shall include the following information:

- a. date of the response,
- b. response location,
- c. name/title of the contact who initiated their services,
- d. generated waste, if known,
- e. anticipated disposal fees
- f. any assumptions made, and
- g. TOTAL ESTIMATED COST.

3. Final Documentation

Within forty-five (45) days of completing the emergency response service, the Consultant shall submit a written report of the response incident and a final bill. The report shall include a detailed account of the response incident including, but not limited to:

- a. date and time the College notified Consultant
- b. identity of College employee who notified Consultant
- c. time responder(s) arrived on site
- d. number of responders
- e. spilled substance type, quantity, and source
- f. actions taken to control the source and prevent further migration
- g. amount of spilled substance recovered and disposal location
- h. if samples are collected, map of the area referencing sample locations and analytical results in table form
- i. photo documentation of emergency actions
- j. itemized bill per invoice requirements listed below

The report shall be sufficiently detailed as required by the nature of the incident.

The Consultant shall provide accurate documentation in the report, and be prepared to provide explanations on the content of the documentation, if necessary. The Consultant will also assist the College in providing any information/reports/testimony required by regulating agencies.

D. Invoice Requirements

1. Payment Schedule

All payment submissions must be accompanied by supporting documentation that tabulates the actual costs incurred based on the actual hours spent on the project by each employee of the firm, and the related billable rates for those employees, together with all information and documentation required for the reimbursement of equipment,

sampling, and any other items as defined in the Agreement. Certified payrolls must be submitted as appropriate, for the work performed.

Billable hourly rates shall be the base rate paid to the employee plus allowable expenses, including the Company's profit and overhead costs. Personnel costs, such as administrative support, shall not be included as part of the labor rate schedule, instead shall be part of overhead costs.

Consultant will be reimbursed for the services performed by the respective team member based on the appropriate billable hourly rates of the individual, multiplied by the number of hours he/she worked.

2. Consultant Daily Field Sheets

Consultant shall, on a daily basis, record the equipment and materials used on field sheets. These field sheets shall be provided by the College and will be located in the Office of Fire and Public Safety. In addition, Consultant shall, on a daily basis, tabulate and record personnel costs along with sample analysis, waste transportation, disposal, subcontractor charges and any other direct cost items on the field sheets.

The Consultant's personnel shall sign in upon arriving, and sign out prior to departure. The daily field sheets must be signed by an authorized representative of the College, and a copy of the signed daily field sheet must be left with the signer.

This daily field sheets signed by the College representative shall be attached as back-up documentation to the invoices when submitting requests for payment.

3. Consultant Invoices

The invoices submitted by the Consultant requesting payment shall include the following information:

- a. company name
- b. address
- c. date
- d. contract number
- e. contact email address
- f. description of services provided per line item including:
 - i. quantity
 - ii. unit of measure
 - iii. dollar rate
 - iv. terms

A copy of the daily field sheets signed by the College representative used to prepare invoice shall be submitted, along with personnel sign-in sheets and certified payrolls, as applicable, to the work performed. Consultant shall also submit copies of invoices for

disposal fees which will be reimbursed at direct cost. Consultant shall also provide any additional back-up documentation necessary to support any charges related to equipment, disposable items, etc., in accordance with the contract. Invoices not submitted in a timely fashion and with supporting documentation will result in payments being delayed.

Within forty-five (45) calendar days from the end of performing the response services, Consultant shall submit a final bill to the College. All bills submitted to the College shall be clearly marked as interim or final.

SECTION 3.0

Environmental Services



EMERGENCY RESPONSE SERVICES

Miller Environmental Group's (MEG's) Emergency Response Service offers a rapid and effective response to spills of Oil and Hazardous Materials. For over 40 years, MEG has assured its clients receive a comprehensive response to each emergency situation. Our clients include petroleum companies, chemical manufacturers and processors, utilities, aviation-related companies, rail industry, regulatory agencies, and various Fortune 500 companies.

Our land based and marine based Emergency Response equipment and trained personnel are available twentyfour hours a day, seven days a week. MEG has the necessary HAZMAT/HAZWOPER trained employees, specialized cleaning and transportation equipment to efficiently get the job done. MEG's workforce consists of environmental managers, compliance experts, and emergency responders and is complimented by our Remediation Division consisting of environmental engineers, geologists, hydro geologists, equipment operators, and environmental scientists.

OUR COMPLETE LINE OF EMERGENCY RESPONSE SERVICE INCLUDES:

- ✓ Marine Oil Spill Response
- ✓ General Service Railcar Support
- ✓ Land Based Oil Spill Response
- ✓ Railcar Product Transfers
- ✓ Tanker Truck Rollover Response & Transfer
- ✓ Bulk Transport (Liquid & Solid)
- ✓ PCB Spill Response
- ✓ Aviation Emergency Response
- ✓ Hazardous Waste Spill Response
- ✓ Infectious Substance Emergency Response



SECTION 3.0

Environmental Services



HAZARDOUS MATERIAL EMERGENCY RESPONSE SERVICES

Miller Environmental Group's (MEG's) Hazardous Materials Emergency Response Team personnel are experts in assisting our customers in Identifying, Evaluating, and Controlling HAZMAT Situations. MEG has the ability to decontaminate personnel, equipment and facilities where Hazardous Materials have been released. Our mobile HAMER Equipment and Trained Responders can handle a wide spectrum of jobs, ranging from a Level A Response for an Unknown Substance to a known Hazardous Materials release requiring Level C Personal Protective Equipment. This HAMER Equipment is state of the art and dedicated for Emergency Response. MEG also maintains a modern fleet of Vacuum, Guzzler, and Tanker Trucks, high capacity centrifugal and diaphragm pumps, hydraulic submersible pumps, hoses, and a variety of ancillary equipment to move virtually any pumpable material from one point to another. Specialized pumps for transferring chemicals and high viscosity fluids are also available.

Our Emergency Response equipment and trained personnel are available twenty-four hours a day, seven days a week. MEG has over 100 HAZMAT/HAZWOPER trained employees and over 150 pieces of specialized cleaning, decontamination, and transportation equipment between 5 Operation Centers. MEG's workforce consists of environmental managers, compliance experts, and emergency responders with the HAMER Experience to meet the challenges of the 21st Century.

OUR COMPLETE LINE OF HAZARDOUS MATERIAL EMERGENCY RESPONSE SERVICE INCLUDES:

- Hazard Evaluation and Characterization
- Remediation/Decontamination of Affected Areas
- Decontamination of Contaminated Materials, Surfaces and Personnel
- Disposal of Contaminated Waste
- Sampling for Final Laboratory Analysis



SECTION 3.0

Environmental Services



INDUSTRIAL CLEANING SERVICES

Miller Environmental Group's (MEG's) Industrial Services personnel are experts in assisting our customers in decontaminating equipment and facilities of regulated and non-regulated materials on a quick turnaround. Our mobile equipment and trained personnel can handle any job, ranging from a Boiler Cleaning to a Corrosive Tank and Sump Cleaning to a Pipeline Cleaning, Decontamination, and Video Inspection.

TANK & OIL WATER SEPARATOR CLEANING

MEG provides both the equipment and the technical and supervisory personnel needed for a variety of tank cleaning operations. MEG has experience with both marine and land-based tanks containing petroleum and other regulated materials. MEG has cleaned tank barges, highway tankers, rail tank cars, above ground and underground storage tanks, separator tanks, waste oil tanks, and process tanks. We are especially skilled at identifying the cleaning method best suited for the job. Cleaning options include hydro blasting, chipping, solids and sludge removal, chemical extraction, heating and re-circulation.

WATER BLASTING

MEG offers expertise in both conventional and technologically advanced hydro blasting (high pressure washing) applications. Our systems use various pressures and flow rates to cost-effectively clean surfaces, process equipment, heat exchangers and other industrial vessels. MEG utilizes high pressure water blasters 10k P.S.I to 20K P.S.I. and up to 350hp. We can apply hydro blasting to virtually every process configuration to efficiently remove built-up materials. In fact, hydro blasting is the most common industrial cleaning application. MEG's experienced team matches the right equipment for the right applications, specialty systems, and personnel. We can even develop specialty tooling for applications where access is difficult minimizing operator exposure. Ask about our automated nozzle systems for boilers, tanks and pipelines. These systems virtually remove the need to place workers in challenging safety environments. Please contact us to discuss your upcoming projects or to get more information.

OUR COMPLETE LINE OF INDUSTRIAL CLEANING SERVICES INCLUDES:

- Tank Cleaning and Transfer Pumping
- PCB Decontamination and Disposal
- Oil/Water Separator Cleaning
- Tank Removal and Abandonment
- Industrial Vacuum Service
- Water Blasting Services
- Fly Ash Removal
- Pipeline Cleaning and Video Inspection



SECTION 3.0

Environmental Services



WASTE TRANSPORTATION & DISPOSAL

Miller Environmental Group's (MEG's) Waste Transportation and Disposal expertise provides our clients with the most cost effective environmentally sound disposal option for each waste stream identified. MEG personnel are adept in the assessment and characterization of regulated and non-regulated wastes in accordance with EPA, State, and DOT Regulations.

MEG has the ability to assist with the preparation of all required documentation to ensure the safe and legal transport of all Hazardous and Non-Hazardous Waste. Prior to transport all containers, drums, and packages are inspected and determined to be in sound condition, sealed and clearly labeled in accordance with EPA and DOT Regulations. MEG also can supply the appropriate labels and a trained experienced response team to repack damaged containers prior to disposal.

MEG owns a Non Hazardous Waste Facility in Newburgh, NY operation that safely processes liquid and solid petroleum contaminated wastes. The Water Works Facility is centrally located in the Northeastern US in New York's Hudson Valley at the intersection of Interstates 87 and 84 in Newburgh, NY. The Water Works Facility has substantial capacity to handle both liquid and solid wastes as it is located on an 11-acre parcel.

MEG has thoroughly audited and approved a network of Treatment, Storage, and Disposal Facilities (TSDF's) that cover a broad range of disposal technologies. MEG has identified the most environmentally sound disposal options for the differing waste streams that are produced in order to offer a complete range of alternatives to our customers. MEG additionally can reflect and transport wastes to a customer designated TSDF.

OUR COMPLETE LINE OF WASTE TRANSPORTATION AND DISPOSAL SERVICES INCLUDES:

- Waste Characterization and Analysis
- Laboratory Packing and Clean-Outs
- Oil/Water Mixtures
- Gas/Water Mixtures
- Solid Hazardous Waste Disposal
- Biological Waste and Sharps Disposal
- Liquid Hazardous Waste Disposal
- Non Hazardous Drum Waste Disposal
- Fluorescent Light Bulb Disposal
- Disposal of Gas Cylinders
-



SECTION 3.0

Environmental Services



DECONTAMINATION SERVICES

Miller Environmental Group's (MEG's) Hazardous Materials Emergency Response (HAMER) Team personnel are proficient in assessing the needs of an incident through Identifying, Evaluating, and Controlling the situation. MEG has the ability to decontaminate personnel, equipment and facilities where Hazardous Materials have been released. Our mobile HAMER Equipment and Trained Responders can handle a wide spectrum of projects, ranging from a Level A Response for an Unknown Substance to a known Hazardous Materials release requiring Level C Personal Protective Equipment. This HAMER Equipment is state of the art and dedicated for Emergency Response. MEG maintains a specific HAZMAT Response & Decontamination capability in each of our areas of operation. MEG has project experience responding to threats of Anthrax, Botulism, Bloodborne Pathogens, and Pesticides.

Our Emergency Response equipment and trained personnel are available twenty-four hours a day, seven days a week. MEG has HAZMAT/HAZWOPER trained employees that operate the specialized cleaning, decontamination, and transportation equipment distributed between our Northeastern US Operation Centers. MEG's workforce consists of environmental managers, compliance experts, and emergency responders with the HAMER Experience to meet the challenges of the 21st Century.

OUR COMPLETE LINE OF DECONTAMINATION SERVICES INCLUDES:

- Personnel Decontamination
- HAZMAT Decontamination
- Facility Decontamination
- Military Equipment Decontamination
- Sampling and Laboratory Analysis
- Disposal of Regulated and Non-Regulated Waste



Miller Environmental Group's (MEG's) Emergency Response Service offers a rapid and effective response to all types of fire, smoke and water damage scenarios. MEG's team of professionals have the ability to handle any fire, water, or smoke damage including water removal, mold remediation, as well as dehumidification and drying. An expeditious response is the most critical step to ensuring that your property sustains the least amount of damage during any fire, smoke or water damage incident. MEG has been providing Emergency Response services to both commercial and residential customers for over 45 years. Our professionals have the equipment and experience necessary to restore your property. MEG has established relationships and has provided service to many insurance companies. We understand their process and can assist our customers when working with your insurance carrier to determine the coverage for any loss.

Assessment & Characterization - MEG will thoroughly assess the damage and present the scope of work to complete the restoration.

Clean-up – With our team of trained professionals we will clean-up, package, and prepare the premises for immediate water damage remediation. A swift response to remediate the damage of water cuts the potential for long term residual effects of moisture and dampness (mold).

Detection – MEG has moisture detection tools which monitor the percent of saturation in wood, drywall, plaster, trim work, etc. MEG will continue to monitor until favorable results are achieved.

Extraction – First, we extract liquids from flooring, basements, carpet tile, etc. MEG's equipment is designed to remove the maximum amount of liquids from carpets, cushions, upholstery and other textiles. Achieving the optimum extraction results is the best way to reduce the number of days required to restore a property.

Dehumidification/Drying – MEG has a full line of dehumidifiers and drying equipment. MEG will determine the proper equipment to be used and the best strategy for optimum results.

Monitor – MEG will continue to monitor any site on a daily basis and assess the drying process. Some

SECTION 3.0 ENVIRONMENTAL SERVICES
RESTORATION SERVICES:
FIRE, SMOKE AND
WATER DAMAGE



key elements in this process is monitoring air flow and temperature control.

When required, MEG can provide fogging machines which can dispense disinfectants, deodorizers, germicides and insecticides to insure our customers are provided a clean environment.

MEG's efficient equipment is specifically designed to provide the most effective drying methods possible. The key elements in our process are to understand the relationship between humidity, temperature and air flow. MEG's trained staff and state of the art equipment provide the most efficient results in restoration of property from damage.

SECTION 3.0

Environmental Services



SITE INVESTIGATION AND REMEDIATION

Miller Environmental Group's Remediation professionals are experienced in assisting our clients in complying with a wide range of federal, state and local regulations including RCRA, CERCLA, ECRA, SARA, and OPA 90. This includes the handling, storage, and disposal of hazardous and other waste materials as well as the protection of groundwater quality. Many of these projects require the assessment of groundwater contamination and development of methodologies for containment and cleanup of contaminated soil and groundwater.

Our innovative techniques and expanding expertise has enabled MEG to serve the diverse needs of our clients as well as to implement the newest technologies in all areas of environmental response and remediation. MEG prides itself on designing the most cost-effective recovery systems available.

OUR COMPLETE LINE OF REMEDIATION SERVICES INCLUDES:

- Site Investigation and Characterization
- Geoprobe Investigations
- Containment Recovery
- Air Stripping Towers
- Treatment Systems for Aquifers and Soils
- Soil Venting Systems
- Environmental Restoration
- Field Sampling
- Observation & Recovery Well Installations
- Soil Excavation
- Dewatering Pump Installations and Repairs
- MGP Site Remediation
- Monitoring of Wells and Recovery Systems
- Tank Water Treatment



SECTION 3.0

Environmental Services



MARINE SERVICES

Miller Environmental Group's Marine capability includes the provision of services for national and international shipping lines, tug and barge operators, and various geophysical and hydrographic survey companies. They also include locally based businesses both large and small, inclusive of underwater diving contractors and construction companies.

Our marine equipment and trained personnel are available twenty-four hours a day, seven days a week. Our captains are all USCG licensed masters and/or mates. Our vessels are USCG inspected and certified. All deckhands are trained and versed in the different types of operation we perform throughout the year. Personnel are 40 hour HAZWOPER trained and certified in oil spill response operations, including boom deployment and skimming operations.

At Miller Environmental Group, we provide a versatile, quality service with experienced, trained personnel. We have a well-maintained workboat fleet with resources ranging from a 21' center console outboard up to a 220' anchor-handling vessel.

OUR COMPLETE LINE OF MARINE SERVICES INCLUDES:

- AMPD Standby Booming Services
- Line handling
- Research and Survey Support Vessels
- Dredge Tenders
- Underwater Cable and Pipe Support Vessels
- Salvage and Towing Services
- Construction Support Vessels
- Launch Services
- Dive Support Vessels
- Ships Spares and Stores Delivery
- Potable Water Transport and Discharge Capabilities
- Certified NAUI Divers



SECTION 3.0

Environmental Services



ENVIRONMENTAL TRAINING AND COMPLIANCE SERVICES

The Miller Environmental Group Training Institute combines certified training professionals, with years of teaching experience and seasoned "hands-on" instructors bringing practical, real world approaches to training. A balance of classroom work and field exercises provides a full learning experience for the student. The MEG Training Institute utilizes performance based training methods, whereby the skills taught are derived from expected job (task) performance.

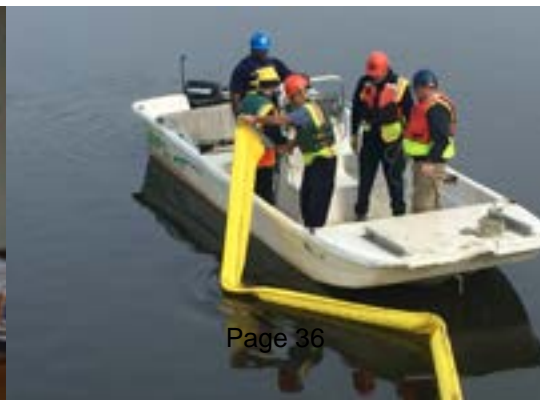
The MEG Training Institute operates in accordance with OSHA's non-mandatory guidelines for training. Regulations, procedures, standards, accepted practices and basic fundamentals are presented clearly and accurately. Our syllabus is reviewed and updated regularly, to comply with Federal, State and Local regulations.

The MEG Training Institute, in Calverton, NY is a 27,000 square foot educational facility fully equipped with state-of-the-art training equipment including; Projectors, large screens & laptop computers for clear and concise presentation of training material, as well as the latest collection of safety videos covering a wide array of safety topics. The training facility is also equipped with an SCBA Maze and a Real Life Confined Space for a truly hands on training experience.

The MEG Training Institute Staff looks forward to meeting your training needs.

THE FOLLOWING ARE SOME OF THE TRAINING AND COMPLIANCE PROGRAMS OFFERED:

- OSHA HAZWOPER Training
- RCRA Hazardous Waste Training
- HAZCOM Training
- Incident Command System Training
- Confined Space Entry and Rescue Training
- Boat Handling and Boom Deployment Training
- DOT Hazardous Materials Employee Training
- Qualified Individual Training
- OSHA General Safety Courses (PPE, LO/TO, Respiratory Protection, etc.)
- Contingency Plan Development and Revision
- Certified Renovator Initial Training (EPA RRP Rule)
- Site inspections
- Facilitation of tabletop ex
- Facility Assessments



SECTION 3.0

Environmental Services



ENVIROJET TECHNOLOGIES

Enviro Jet Technologies (Enviro Jet) provides pipeline decontamination services to the natural gas, electric, and petrochemical industries. Enviro Jet has developed new and innovative technologies that effectively decontaminates and cleans pipelines, storm sewers, water mains and related equipment. Our proprietary cleaning methods incorporate over two years of research and development to provide our client's with a cost-effective solution to pipeline contamination problems.

The primary driver behind Enviro Jet's inception was to provide a pipeline decontamination program providing full compliance with 40 CFR Part 761, commonly referred to as the MEGA RULE. Enviro Jet's Mega Rule cleaning methods will decontaminate polychlorinated biphenyls (PCBs) in natural gas pipelines to a level that is considered PCB FREE under the law. The advantage of our program is that it eliminates long-term environmental liability as well as the requirement to register the abandoned pipe with the EPA in their One Call Program.

In addition to our Mega Rule PCB decontamination methods, our technology is also very effective on a wide variety of pipeline and cable cleaning projects. From hazardous material decontamination to straight jet-cleaning, EnviroJet will work with you to determine the most environmentally safe and cost-effective solution to your problem.

OUR COMPLETE LINE OF ENVIRO JET TECHNOLOGIES SERVICES INCLUDES:

- ✓ Jet Cleaning
- ✓ Hydro - Blasting
- ✓ Tank and Bath Soaking
- ✓ TV Pipeline Inspections
- ✓ Analytical Services
- ✓ PCB Decontamination Methods
- ✓ MEGA RULE Compliance





Miller Environmental Group's (MEG's) Geothermal and Alternate Energy installations provide commercial, municipal and residential customers the ability to save on long-term energy bills. MEG's expertise makes available this clean, modern, and efficient source for climate control that's as natural as the earth itself. MEG prides itself on constant upgrading of our skills, knowledge and equipment base.

MEG maintains specialized equipment and a certified engineering staff. MEG is the knowledgeable choice for providing customers with the very best in contemporary, value-added heating and cooling technology regardless of building size or design of property. We keep in mind constantly when designing and installing geothermal systems all local regulatory, geological and ecological considerations specific to a job: MEG assures the right design for the right project.

SECTION 3.0 ENVIRONMENTAL SERVICES

ALTERNATIVE ENERGY AND GEOTHERMAL DRILLING

GREENWAY ENVIRONMENTAL MANAGEMENT SERVICES

- IGSHPA Accredited Installer on staff
- Open and Closed Loop Systems
- Pond Loops
- Vertical and Horizontal Configurations
- Pilot Studies
- Geothermal Drilling and Well Installations
- Geologists, Civil and Environmental Engineering
- Project Specific Designs

End of Text for Exhibit D



EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.

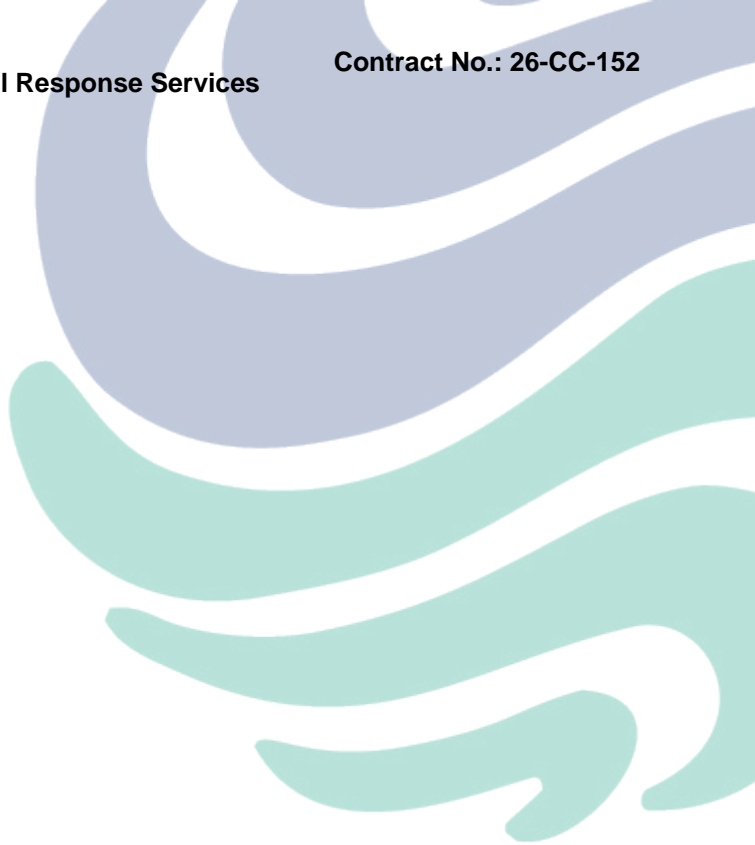


ATTACHMENT 1

800-394-8606
www.millerenv.com

Cost Proposal





2021 TIME & MATERIAL RATE SCHEDULE

📞 800-394-8606

🌐 millerenv.com

January						
S	M	T	W	T	F	S
					1	2
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June						
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29	30	31				

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31						

November						
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December						
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26	27	28	29	30	31	

Jan 1st – New Year’s Day

Jan 18th – Martin Luther King Day

Feb 15th – Presidents Day

May 31th – Memorial Day

Jul 5th – Independence Day

Sep 6th – Labor Day

Nov 25th – Thanksgiving Day

Nov 26th – Family Day

Dec 24th – Christmas Eve

Dec 25th – Christmas Day





SURCHARGE SCHEDULE

INSURANCE RISK; SECURITY, COMPLIANCE FEE

Miller Environmental Group Inc. (“MEG”) has instituted an Insurance Risk, Security, and Compliance Fee, which accounts for the additional risk, background checks/badging, and compliance requirements being placed on the business. The following surcharge will be applied to the entire invoice when service is provided and will be calculated prior to the fuel surcharge to avoid duplicate charges.

IST Fee	5.0%
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FUEL SURCHARGE

MEG utilizes the following schedule which accounts for the rise and fall of petroleum prices and its impact on service. The following surcharge will be applied and documented using the Department of Energy Index for the East Coast (PADD 1) for On Highway Diesel Fuel pricing during the period of service. The fuel surcharge will apply to the fuel fired equipment on an invoice. MEG has avoided adding these costly surcharges to our base equipment rates on a permanent basis. The following table is based on the Department of Energy Index taking into account the initial fuel charge included in the rate of the equipment and/or material utilized.

Fuel Index Range Price Per Gallon	Applicable Surcharge
\$2.000 to \$2.499	3.0%
\$2.500 to \$2.999	5.0%
\$3.000 to \$3.399	8.0%
\$3.400 to \$3.799	10.0%
\$3.800 to \$4.099	15.0%
\$4.100 to \$4.499	20.0%
\$4.500 to \$4.759	25.0%

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DECONTAMINATION EQUIPMENT	3400	5-6
DRYING EQUIPMENT	3500	6
MARINE BASED EQUIPMENT	4000	7
COMMUNICATIONS EQUIPMENT	5000	8
PUMPING EQUIPMENT	5100	8
MERCURY SPILL CLEANUP EQUIPMENT	5200	8
MATERIALS (REMEDICATION)	6000	9
MATERIALS (LINE & MARINE)	6100	10
MATERIALS (DRUMS, PAILS, BOXES)	6200	10
MATERIALS (TOOLS)	6300	10
MATERIALS (SUPPLIES)	6400	11
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LABOR SCHEDULE**Contract No.: 26-CC-152**

NO.	TYPE	RATE	UNIT
1000a	Legal Support/Expert Witness	\$630.00	hour
1001	Incident Commander/Company Official	\$185.00	hour
1002	Project Manager	\$153.00	hour
1003	Supervisor	\$133.00	hour
1004	Foreman	\$105.00	hour
1005	Haz Mat Technician	\$81.00	hour
1005a	Marine Personnel/Deckhand	\$87.00	hour
1006	Tugboat Captain (Licensed Master of Towing Vessels)	\$153.00	hour
1007	Material Handler	\$88.00	hour
1008	Equipment Operator	\$88.00	hour
1008a	Heavy Equipment Operator	\$105.00	hour
1008b	Licensed CDL Class A Driver	\$104.00	hour
1008c	Licensed CDL Class B Driver	\$97.00	hour
1009	Trained Laborer/Flagman	\$74.00	hour
1010	Engineer	\$185.00	hour
1011	Geologist	\$118.00	hour
1011a	Professional Geologist	\$289.00	hour
1012	Drill Master	\$119.00	hour
1013	Systems Technician	\$81.00	hour
1014	Professional Engineer	\$314.00	hour
1015	Certified Industrial Hygienist	\$221.00	hour
1016	Senior Hydrogeologist	\$140.00	hour
1017	Chemist/Certified Hazardous Materials Manager	\$162.00	hour
1018	Health & Safety Manager	\$118.00	hour
1019	Diver	\$251.00	hour
1020	Vessel Captain/Tankerman	\$133.00	hour
1021	Field Accountant/Project Administration	\$74.00	hour
1022	Welder/Fabricator/Mechanic	\$118.00	hour
1023	Certified Lead/Asbestos Professional	\$133.00	hour
1024	Senior System Technician	\$96.00	hour
<hr/>			
1027	Spill Closure Letter	\$419.00	event

LAND BASED EQUIPMENT

Contract No.: 26-CC-152

NO.	TYPE	RATE	UNIT
2001a	Vacuum Truck 10 Wheel 3200 Gallon ³	\$112.00	hour
2001b	Stainless Steel Vacuum Truck ³	\$126.00	hour
2001c	Trailer/Skid Mounted Vacuum Unit	\$105.00	hour
2002	Vacuum Trailer and Tractor ³	\$133.00	hour
2003	Stainless Steel Vacuum Trailer and Tractor ³	\$140.00	hour
2004	Demurrage of Vacuum Trucks	\$1,174.00	day
2005	Stainless Steel Storage Trailer	\$440.00	day
2006	Vacuum Tank Truck Cleaning Charge & Disposal	\$2,055.00	each
2007	Frac-Tank, 20,000 gallons	\$105.00	day
2007a	Frac-Tank, 10,000 gallons	\$84.00	day
2007b	Double Wall Storage Tanks 2000 - 10000 Gallons	call for quote	
2007c	Towable Storage Bladder 2500 Gallons	\$140.00	day
2007d	Towable Storage Bladder 5000 Gallons	\$279.00	day
2008	Portable Dike 12' x 44' x 1' / Containment	\$67.00	day
2009	300 gal Portable Tanks	\$67.00	day
2010	Liquid Ring Vacuum Truck ³	\$210.00	hour
2011	High Velocity Air Mover Truck (High Dump) ³	\$161.00	hour
2011a	Demurrage of Guzzler/Vactor Truck	\$1,328.00	day
2012	Guzzler/ Vactor (Side Discharging) ³	\$185.00	hour
2015	Guzzler Support Truck	\$368.00	day
2016	Guzzler Baghouse Cleaning/Replacement	\$2,097.00	each
2017	Roll-Off Truck	\$88.00	hour
2018	Roll-Off Container ¹	\$59.00	day
2019	Vacuum/Intercept Box	\$91.00	day
2020	Roll-Off Tractor/Trailer	\$133.00	hour
2021	Roll-Off Liner	\$59.00	each
2022	Response Truck	\$67.00	hour
2023	Rack/Box/Flatbed/4X4 Trucks/RTV	\$59.00	hour
2024a	Forklift	\$91.00	hour
2025	4 x 4 RTV/Side by Side	\$59.00	hour
2026	6 x 6 Amphibious Unit/Large Track Dump	\$88.00	hour
2027	Utility Trucks/Sedans	\$185.00	day
2028	Transport Van	\$332.00	day
2029	Boom Truck ²	\$74.00	hour
2030	Tractor	\$74.00	hour
2031	Six Wheel Dump Truck	\$74.00	hour
2032	Ten Wheel Dump Truck	\$104.00	hour
2033	Emergency Environmental Response Unit	\$133.00	hour
2034	Equipment/Boom/Utility/Box Trailer/Low Boy Trailer	\$384.00	day
2034a	Command Trailer/Bus	\$699.00	day

NOTES

1. MEG requires written preauthorization prior to the movement of Roll Off Containers by others.
2. Lift Charge when applicable @ \$250.00/Lift.
3. Guzzler Trucks and High Velocity Air Mover Trucks come with 4-50' of hose.

NO.	ITEM	RATE	UNIT
2035	Refrigerated/Heated Trailer 42 ft	\$909.00	day
2036	Hydro Blaster (10,000 psi)	\$126.00	hour
2036a	Dustless Blaster	\$91.00	hour
2037	Hydro Blaster (20,000 to 40,000 psi)	\$293.00	hour
2038	High Pressure Hot Water Washers (Hotsy)	\$734.00	day
2039	Hotsy Truck/Trailer	\$88.00	hour
2040	Steam Jenny	\$515.00	day
2041	Sewer Jet	\$88.00	hour
2042	Power Washer	\$245.00	day
2042a	Dust Suppression Unit	\$1,189.00	day
2043	Jet/Vac Truck	\$145.00	hour
2044	Robotic Video Inspection Truck	\$265.00	hour
2044a	Push Camera	\$699.00	day
2045	Power Street Sweeper	\$104.00	hour
2046	Payloader (1 yard) CAT 903 or Equivalent	\$133.00	hour
2046a	Payloader (3 yard) CAT 950 or Equivalent	\$185.00	hour
2047	Payloader (5 yard) CAT 966 or Equivalent	\$257.00	hour
2048	Bulldozer - CAT D4 or Equivalent	\$118.00	hour
2048a	Bulldozer - CAT D5 or Equivalent	\$175.00	hour
2049	Track Loader - CAT 941 or Equivalent	\$104.00	hour
2050	Skidloader (Bobcat)/Mini Track Dump/Mini Excavator	\$74.00	hour
2050a	Skidloader (Bobcat) Attachments	\$384.00	day
2051	Excavator > 100K lbs	\$234.00	hour
2051a	Excavator 70K - 100K lbs	\$192.00	hour
2052	Excavator 50K - 70K lbs	\$162.00	hour
2052a	Excavator 30K - 50K lbs	\$146.00	hour
2052b	Excavator Attachments ¹	\$1,049.00	day
2053	Backhoe - CAT 420 or Equivalent	\$118.00	hour
2054	MEG Mobilization/ Spot Charge or Demobilization/ Pick up Charge ²	\$979.00	move
2055	Smooth Drum Roller - CAT CS54 or Equivalent	\$153.00	hour
2056	Wacker 6760 Tamper	\$81.00	hour
2057	Equipment Mats (8'x13')	\$33.00	day
2058	Water Truck - Straight Truck	\$3,600.00	day
2059	Water Truck - Tractor Trailer	\$4,000.00	day

NOTES

1. Rate shown is a minimum rate fee. Additional charges may apply based on specific attachment size and type.
2. Within specific regional office's operating radius, otherwise, additional charges will apply.

REMEDIATION EQUIPMENT

NO.	ITEM	RATE	UNIT
3000	HSA Drill Rig	\$147.00	hour
3001	Air Rotary Drill Rig	\$192.00	hour
3002	Direct Push Technology Truck (Geoprobe)	\$133.00	hour
3002a	Direct Push Technology Track Mounted (Geoprobe) - Remote Access	\$162.00	hour
3003	Well Driver + Tripod & Winch	\$206.00	day
3004	Sampling Pump	\$133.00	day
3005	Wattera Power Pump	\$332.00	day
3006	Concrete/Grout Pump	\$234.00	day
3007	Drill Rig Support Truck	\$368.00	day
3008	Sampling Van	\$206.00	day

SUPPORT EQUIPMENT**Contract No.: 26-CC-152**

NO.	ITEM	RATE	UNIT
3100	Air Compressor (185 CFM)	\$384.00	8 hr shift
3101	Soil Compactor/Jackhammer/Sod Cutter/Cement Mixer/Rototiller Sand Blaster/Trenching Machine/Chain Saw/K-12 Saw/Orange Peel Drum Barrel Fan/Welder/Misc Large Tools	\$350.00	day
3102	Wet/Dry Vacuum/Nibbler/Hammer Drill/Sawsall/1/2 Inch Drill Back Pack Blower/Weed Wacker/Cutting Torches/Rigid Snake Pallet Jack/Portable Heater/Hand Tools/Bug Sprayer/Misc Small Tools	\$174.00	day
3103	Asphalt/Concrete Cutter	\$332.00	day
3104	Wood Chipper	\$111.00	hour
3105	All Terrain Forklift/Manlift	\$111.00	hour
3106	Scissor Lift 20'	\$332.00	day
3107	Crane < 5 Ton ¹	\$699.00	day
3107a	Crane 5 - 20 Ton ¹	\$1,398.00	day
3107b	Crane 21-45 Ton ¹	\$1,817.00	day
3108	Conveyor Belt	\$74.00	day
3109	Non-Sparking Tool Kit	\$499.00	day
3110	Portable Heaters (500,000 BTU) ¹	\$412.00	day
3111	Portable Light Tower ¹	\$489.00	day
3112	Flood Light Stand	\$38.00	day
3112a	Intrinsically Safe Lighting	\$630.00	day
3112b	Intrinsically Safe Head Lamp	\$23.00	day
3113	Traffic Control Package (unregulated)	\$489.00	day
3113a	Portable Security Fencing	\$1.00	ft/day
3113b	DOT Highway Traffic Control Package (regulated)	\$4,892.00	day
3113c	Towable Sign Board	\$445.00	day
3113d	Solar Arrow Board	\$249.00	day
3113e	Sign Stand for 4x4 highway sign	\$13.00	day
3113f	4x8 Highway Sign	\$13.00	day
3113g	Type III Barricade	\$13.00	day
3113h	Road Barriers - 6' sections (water filled)	\$64.00	day
3113i	Traffic Barrel w/ base	\$13.00	day
3114	Generator (300KW) ¹	\$2,495.00	8 hr shift
3115a	Generator (200 - 225KW) ¹	\$1,675.00	8 hr shift
3116a	Generator (70-150KW) ¹	\$982.00	8 hr shift
3116b	Generator (21-69KW) ¹	\$780.00	8 hr shift
3117a	Generator (5 - 20KW) ¹	\$489.00	8 hr shift
3120	Generator (up to 5KW) ¹	\$314.00	8 hr shift
3121	Portable Fuel Station - Diesel & Gas	\$7,500.00	day

NOTES

1. Rate does not include fuel.

PERSONAL PROTECTIVE EQUIPMENT

NO.	TYPE	RATE	UNIT
3200a	Hazardous Materials Emergency Response (HAMER) Trailer	\$1,468.00	day
3200	Level A - Encapsulating Suit and SCBA	\$2,055.00	day
3201	Level B - Protective Clothing and SCBA	\$734.00	day
3202	Level C - Protective Clothing and Respirator	\$258.00	day
3203	Level D - Protective Clothing	\$35.00	day
3203a	Level D - Protective Clothing - Oil Spill Work (up to 2 changes/day/man)	\$59.00	day
3204	Level E - Marine Exposure Suit	\$70.00	day
3205	Confined Space Entry / Rescue Equipment	\$699.00	day
3206	Confined Space Rescue Team (3 Persons w/ Equipment)	\$3,844.00	8 hr shift
3207	Cascade Air System (Regulator,4 Tanks,Manifold & High Pressure Lines)	\$499.00	day
3207a	Tripod and Winch	\$880.00	day
3207b	Explosion Proof Blower	\$440.00	day
3208	Air Bottle Refill (SCBA)	\$45.00	bottle
3209	Air Bottle Refill (SAR, Cascade System)	\$67.00	bottle
3210	Safety Harness / Fall Protection Package	\$42.00	day
3211	PPE Cube (approx. 320 sets of PPE)	\$9,783.00	each

SAMPLING & TESTING EQUIPMENT

NO.	TYPE	RATE	UNIT
3300a	Chlorine Kit A, B, C	\$807.00	day+ gasket
3300	Interface Probe	\$162.00	day
3301	Photo-Ionizer Detector (PID)	\$293.00	day
3302a	Pilot Test Equipment	\$489.00	day
3303	Oxygen LEL Meter	\$174.00	day
3303a	Land Survey Equipment	\$350.00	day
3304	MSA Colormetric Gas Detection Pump	\$118.00	day
3305	MSA Colormetric Test Tubes	\$38.00	each
3306	HCN Detector (Hydrogen Cyanide)/Chlorine Detection Meter	\$162.00	day
3306a	Personal Monitoring Device	\$70.00	day
3307	Data RAM (Particulates)	\$59.00	day
3308	Metal Detector	\$118.00	day
3309	Hand Auger Sampling Kit	\$251.00	day
3310	Data Logger/Pressure Transducer	\$499.00	day
3311	Portable Gas Chromatograph	\$1,468.00	day
3311a	Geiger Counter (Radioactivity)	\$293.00	day
3312	Soil/Gas Survey Kit	\$162.00	day
3313	Manometer	\$45.00	day
3314	D.O. Meter	\$45.00	day
3315	Conductivity / pH / DO Combination Meter	\$265.00	day
3316	Disposable Bailer	\$25.00	each
3317	Coli-wasa Sampling Tubes	\$15.00	each
3318	PCB Quick Test Kits	\$45.00	each
3318a	PCB Wipe Sample Kit (8 Samples)	\$174.00	each
3319	Halogen Quick Test Kits	\$45.00	each
3320	Haz-Cat Field Kit	\$332.00	use
3320a	Hazardous & Non-Hazardous Waste Labels	\$2.00	each
3321	Distilled Water / Deionized	\$6.00	gallon
3322	Wide Mouth Pint Jars	\$38.00	case
3323	Jars, Regular Qt.	\$38.00	case
3325	Chemical Tape	\$71.00	roll
3326	PH Paper	\$54.00	roll
3327	Petroleum Water Paste	\$34.00	tube
3328	Spectrophoto Meter	\$210.00	day
3329	Geotechnical Analysis	\$350.00	day

DECONTAMINATION EQUIPMENT

NO.	TYPE	RATE	UNIT
3400	Health and Safety Trailer	\$1,248.00	day
3400a	Standard Portable Toilet ¹	\$38.00	day
3400b	8' Portable Toilet Trailer w/ Separate Mens/Womens ¹	\$478.00	day
3400c	24' Portable Toilet Trailer w/ Separate Mens/Womens ¹	\$1,065.00	day
3401	Decontamination/Shower Trailer (Hot Water)(M&W)	\$1,390.00	day
3402	Hand Washing Stations	\$74.00	day
3403	Temporary Mobile Decontamination Pad	\$74.00	day
3404	Decontamination Pool	\$38.00	day
3405	HAZMAT Hammock	\$81.00	day

NOTES

1. Servicing charge is extra and a minimum charge of one week

DECONTAMINATION EQUIPMENT continued

NO.	TYPE	RATE	UNIT
3406	Eye Wash Station	\$38.00	day
3407	First Aid Kit	\$45.00	each
3408	Bloodborne Pathogens Spill Kit	\$323.00	each
3409	Bleach	\$8.00	gallon
3410	Sterifab/Shockwave	\$118.00	gallon
3411	Alconox Decontamination Solution	\$38.00	gallon
3412	Biosolve / Remediac	\$120.00	gallon
3413	Citrikleen/Envirokleen	\$38.00	gallon
3413a	ZEP Big Orange Cleaner	\$70.00	gallon
3414	Limestone	\$45.00	bag
3415	HEPA Vacuum	\$499.00	day
3416	Ozone Generator	\$368.00	day
3417	Industrial Dehumidifier	\$587.00	day
3417a	Negative Air Machine	\$499.00	day
3418	Aerosol Odor Bomb	\$24.00	can
3418a	Odor Elimination Powder	\$21.00	lb
3419	Odor Removing Sponge/Commercial Mop Head	\$29.00	each
3420	10' x 10' Framed Tent rental	\$368.00	day
3421	20' x 20' Framed Tent rental	\$734.00	day
3422	20' x 30' Framed Tent rental	\$954.00	day
3423	Spill X 16 lbs. spill gun	\$162.00	use
3424	Spill X - A Acid neutralizer	\$119.00	gallon
3425	Spill X - C Caustic neutralizer	\$119.00	gallon
3426	Spill X - S Solvent absorbent	\$206.00	each
3427	Plug - n - Dike	\$74.00	gallon
3428	Acetic Acid	\$29.00	gallon
3429	Soda Ash (50 lbs) / Citric Acid	\$238.00	each
3430	HAZMAT Super Sack 45"x45"	\$119.00	each
3431	Super Sack Patch Tape	\$21.00	ft
3433	Dustless Blasting Media	\$35.00	bag
3434	Spray Bottles	\$12.00	day

RESTORATION & DRYING EQUIPMENT

NO.	TYPE	RATE	UNIT
3500	Dri - Eaz F292 Evolution (1500 - 2000 sqft)	\$314.00	day
3501	Dri - Eaz F399 EB6000 Enviro Boss Trailer Mount (10,000 sqft)	\$874.00	day
3502	Dri - Eaz F376 EB6000 Enviro Boss Skid Mount (10,000 sqft)	\$874.00	day
3503	Viking 2200EX 2 speed Airmover	\$78.00	day
3504	Dri - Eaz F367 Jet CXV Turbodyrer 3200CFM 3 speed	\$91.00	day
3505	Dri-Eaz F200 Turbovent Interair Drying System (to be used with Viking Fan)	\$84.00	day
3506	Dri - Eaz F211 Driforce Interair Drying System	\$314.00	day
3507	Syclone Negative Air Machine Air Scrubber with Filters 2000CFM 2 Speed	\$314.00	day
3508	Flood Pumper Flood Extractor with Automatic Pump Out 143" of lift	\$245.00	day
3509	Mytee 7000DX Flood Hog Automatic Pump Out 144" of lift	\$245.00	day
3510	Fogging Unit	\$105.00	day
3511	Microban Disinfectant Spray Plus	\$84.00	gallon

NO.	TYPE	RATE	UNIT
4000a	150 ft - 200 ft. Workboats*	\$384.00	hour
4000b	200 ft - 220 ft Workboats	\$475.00	hour
4000	101 ft - 150 ft. Workboats*	\$350.00	hour
4001	76 ft - 100 ft. Workboats/LCM's*	\$273.00	hour
4002	66 ft - 75 ft. Workboats/LCM's*	\$221.00	hour
4003	66 ft - 75 ft. Tugboats*	\$368.00	hour
4004	56 ft - 65 ft. Workboats*	\$192.00	hour
4005	46 ft - 55 ft. Workboats*	\$162.00	hour
4006	35 ft - 55 ft Tugboats*	\$293.00	hour
4007	35 ft - 45 ft. Workboats*	\$145.00	hour
4008a	25 ft - 34 ft. Workboats*	\$133.00	hour
4009a	19 ft - 24 ft. Workboats*	\$111.00	hour
4010a	15 ft - 18 ft. Workboats*	\$67.00	hour
4011	10 ft - 14 ft. Workboats*	\$35.00	hour
4011a	ABS Miller; 34 ft by 12 ft - Truckable Catamaran Vessel	\$245.00	hour
4011b	ML-25 - Pontoon	\$116.00	hour
4011c	ML-26 - Pontoon	\$116.00	hour
4012	ML-50; 50 ft by 24 ft. Truckable Sectional Spud Deck Barge	\$245.00	hour
4012a	ML-65; 65 ft by 28 ft - Truckable Sectional Spud Deck Barge	\$245.00	hour
4013	ML-200; 30 ft by 90 ft - Flat Deck Barge	\$314.00	hour
4013a	ML-300; 30 ft by 90 ft - Flat Deck Barge w/ Drilling Well	\$314.00	hour
4014	ML-400; 30 ft by 90 ft - Flat Deck Barge	\$314.00	hour
4015	ML-500; 110 ft by 32 ft - Self Spudding Deck Barge w/88 ft 24" Dia Spud	\$350.00	hour
4015a	ML-600; 70 ft by 36 ft - Beach Landing Barge	\$314.00	hour
4016	ML-700 96 ft by 30 ft. - Self Spudding Deck Barge w/ Round Bow	\$314.00	hour
4017	ML-800 110 ft by 32 ft - 300 Ton Flat Deck Water Barge ²	\$7,687.00	per load
4018	ML-900 120 ft by 30 ft - Flat Deck Barge w/ Spuds	\$314.00	hour
4019	ML-2000 127 ft by 45 ft - Flat Deck Barge w/ Spuds	\$384.00	hour
4019a	Ramp Barge; 60 ft by 30 ft - 20 ft Ramp	\$245.00	hour
4019b	ML-558; 120 ft by 54 ft - Crane Barge w/ 100 Ton American Crane	\$770.00	hour
4019c	Miller Response 5000bbl Barge	\$10,482.00	day
4019d	ML Facility Ramp	\$1,155.00	occurrence
4023	Weir Flotation Skimmer ³	\$126.00	hour
4023a	1000 - 3000bbl BPD Skimmer (Brush/Disk/Drum) ³	\$245.00	hour
4023b	3001 - 5000bbl BPD Skimmer (Brush/Disc/Drum) ³	\$350.00	hour
4023c	5001 - 15,000bbl BPD Skimmer (Brush/Disc/Drum) ³	\$489.00	hour
4025	18" Oil Containment Boom ¹	\$2.00	ft/day
4026	30"- 42" Oil Containment Boom ¹	\$12.00	ft/day
4027	18" Dura-boom ¹	\$12.00	ft/day
4028	24" -36" Dura-boom ¹	\$14.00	ft/day
4029	40' Truckable Deck Barge	\$245.00	hour
4030	Camel/Work Platform	\$587.00	day
4032	Hydraulic Boom Puller/Anchor Puller ³	\$440.00	day
4032a	Ramps/Davits/A Frames	\$1,398.00	day
4033	Anchors	\$1.00	lb/day
4034	Buoy Lights	\$22.00	day
4035	Portable Depth Recorder	\$412.00	day
4036	Four Point Anchoring System ^{3 4}	\$625.00	day
4039	Underwater Video Camera with Monitor	\$412.00	day
4040	Yoko Type Marine Fenders; 4' x 6' ***	\$412.00	day
4041	Yoko Type Marine Fenders; 4' x 6' ***	\$838.00	day
4042	Yoko Type Marine Fenders; 4' x 6' ***	\$1,262.00	day
4043	Salvage Lift Bags ¹	\$515.00	day

NOTES

1. Costs for repair/damage during rental period, shall be charged to the customer.

2. Price for delivered load up to 300 tons within New York Harbor anchorages.

3. Requires a Power Pack appropriately sized for the equipment.

4. Does not include mobilization and demobilization of equipment.

* Plus Fuel and Lubes as consumed.

** A surcharge of 50% will be charged when marine equipment is required to work in ice conditions.

*** Costs for repair and/or replacement of marine fenders damaged during rental period, shall be charged to the customer. Delivery not included in price.

COMMUNICATIONS EQUIPMENT

NO.	TYPE	RATE	UNIT
5000	Video Camera	\$70.00	day
5001	Digital Camera	\$35.00	day
5003a	Aerial Drone w/ Operator	\$350.00	hour
5004a	Cellular Telephone/Portable Radio	\$29.00	day
5005	Hand Held Global Positioning System	\$35.00	day
5006	Laptop Computer/w/Printer	\$35.00	day
5007	Copier Machine (Scanner, Print, Copier)	\$70.00	day
5008	Sub-meter GPS	\$419.00	day

PUMPING EQUIPMENT

NO.	TYPE	RATE	UNIT
5100	TEEL Pump	\$118.00	day
5101	2" Pump ³	\$174.00	day
5102	3" Pump ³	\$231.00	day
5103	4" Pump ³	\$489.00	day
5104	6" Pump ³	\$909.00	day
5104a	Oil/Water Separator	\$909.00	day
5104b	Carbon Treatment System ¹	\$909.00	day
5105	Flammable Liquid Transfer Pump	\$198.00	day
5106	Chemical Diaphragm Pump (Acids - Caustics)	\$440.00	day
5107	High Volume Hydraulic Pumping System	\$785.00	day
5108	Hydraulic Power Pak (18gpm)	\$293.00	day
5109	Hydraulic Diesel Power Pack (40 gpm)	\$665.00	day
5109a	Hydraulic Diesel Power Pack (65 gpm)	\$1,293.00	day
5110	2-3" Oil Hose 50' Length	\$38.00	day
5112	4" Oil Hose 50' Length	\$53.00	day
5113	6" Oil Hose 50' Length	\$74.00	day
5114	2" Chemical Hose 50' Length	\$38.00	day
5115	3" Chemical Hose 50' Length	\$74.00	day
5116	4" Chemical Hose 50' Length	\$111.00	day
5117	6" Chemical Hose 50' Length	\$147.00	day
5118	Stainless Steel Chemical Transfer Hose 50' Length	\$412.00	day
5119	Betts Valve/Defueling Valve	\$734.00	day
5120	Line Blanking Kit	\$515.00	day
5121	Rosedale Filter ²	\$105.00	day
5122	Fuel Polishing Unit ²	\$839.00	day

MERCURY SPILL CLEANUP EQUIPMENT/MATERIALS

NO.	TYPE	RATE	UNIT
5200	Mercury Analyzer	\$1,174.00	day
5201	Mercury Vacuum	\$499.00	day
5202	Mercury Decon/Absorbent Material	\$122.00	lb
5203	Mercury Sponges 2/box	\$118.00	box
5204	Mercury Vacuum Hose (Replacement)	\$265.00	each
5205	Mercury Vacuum Hose End (Replacement)	\$53.00	each
5207	Mercury Vacuum Jar	\$36.00	each
5208	Mercury Spill Response Kit	\$954.00	each
5209	Spray Bottles	\$12.00	day

NOTES

1. Plus the cost of Carbon as a consumable item.
2. Filter socks are billed at cost plus.
3. Screw and Bowie Pumps may require a rebuild.

MATERIALS (REMEDIATION)

Contract No.: 26-CC-152

NO.	TYPE	RATE	UNIT
6001	Master Padlock (3KA3852)	\$29.00	each
6002	Master Padlock (3LMKA3252)	\$42.00	each
6003	Padlock # 5	\$53.00	each
6004	Locking well caps 2"	\$34.00	each
6005	Locking well caps 4"	\$44.00	each
6006	Locking well caps 6"	\$108.00	each
6007	Locking well caps 8"	\$305.00	each
6008	5" x 5" Manhole	\$145.00	each
6008a	5" x 12" Manhole	\$162.00	each
6009	8" x 7.5" Manhole	\$221.00	each
6009a	8" x 12" Manhole	\$244.00	each
6010	12" x 8" Manhole	\$287.00	each
6010a	12" x 12" Manhole	\$293.00	each
6011	Expendable Pts. (1" Well)	\$44.00	each
6012	1" x 10' PVC Sch 40 Flush Joint Riser	\$39.00	each
6013	1" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$59.00	each
6014	2" x 10' PVC Sch 40 Flush Joint Riser	\$54.00	each
6015	2" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$74.00	each
6016	4" x 10' PVC Sch 40 Flush Joint Riser	\$135.00	each
6017	4" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$146.00	each
6018	6" x 10' PVC Sch 40 Flush Joint Riser	\$260.00	each
6019	6" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$321.00	each
6020	8" x 10' PVC Sch 40 Flush Joint Riser	\$371.00	each
6021	8" x 10' PVC Sch 40 Flush Joint Screen .020 slot	\$445.00	each
6030	8" PVC Sch 40 Flush Joint Cap	\$168.00	each
6030a	8' PVC Sch 40 Socket Dome Cap	\$118.00	each
6031a	4" PVC Sch 40 Socket 90	\$34.00	each
6031b	4" PVC Sch 40 Socket 45	\$42.00	each
6032a	1" PVC Sch 40 Socket 45	\$4.00	each
6033a	2" PVC Sch 40 Socket 45	\$7.00	each
6034	4' Macro Tube for Direct Push Sampling	\$15.00	each
6035	2' Macro Tube for Direct Push Sampling	\$9.00	each
6036	4" Expandable Sewer Plug	\$26.00	day
6037	6" Expandable Sewer Plug	\$35.00	day
6038	8" Expandable Sewer Plug	\$44.00	day
6039	10" Expandable Sewer Plug	\$53.00	day
6040	12" Expandable Sewer Plug	\$59.00	day
6041	1" PVC Sch 40 Socket Dome Cap	\$2.00	each
6042	1" PVC Sch 40 Flush Joint Pointed Cap	\$21.00	each
6043	1" PVC Sch 40 Socket Coupling	\$1.00	each
6044	2" PVC Sch 40 Socket Dome Cap	\$2.00	each
6045	2" PVC Sch 40 Flush Joint Pointed Cap	\$39.00	each
6046	2" PVC Sch 40 Socket Coupling	\$4.00	each
6047	4" PVC Sch 40 Socket Dome Cap	\$21.00	each
6048	4" PVC Sch 40 Flush Joint Pointed Cap	\$56.00	each
6049	4" PVC Sch 40 Socket Coupling	\$15.00	each
6050	1" PVC Sch 40 Socket 90	\$2.00	each
6051	2" PVC Sch 40 Socket 90	\$6.00	each
6052a	Gravel (50 lbs)	\$22.00	each
6053a	Bentonite (50 lbs)	\$212.00	pail
6054a	Grout (50 lbs)	\$67.00	bag
6055a	Hay	\$18.00	bale
6055b	Top Soil (40 lbs) ¹	\$12.00	bag
6055c	Grass Seed Contractor Mix	\$7.00	lb
6056	Bentonite Drilling Mud 50 lbs	\$54.00	bag

NOTES

1. Plus delivery charges.

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MATERIALS (LINE & MARINE)

Contract No.: 26-CC-152

NO.	TYPE	RATE	UNIT
6100	1/8" Parachute Cord, 500'/ coil	\$350.00	each
6105	3/8" Combo, 600'/coil	\$360.00	each
6108	1/2" Combo, 600'/coil	\$360.00	each
6109	5/8" Combo, 600'/coil	\$470.00	each
6112	3/4" Combo, 600'/coil	\$725.00	each
6613	1" Combo, 600'/coil	\$1,300.00	each
6614	1-1/4" Combo, 600'/coil	\$1,906.00	each
6615	1-1/2" Combo, 600'/coil	\$2,258.00	each

MATERIALS (DRUMS, PAILS, BOXES)

NO.	TYPE	RATE	UNIT
6200	5 gal. Plastic Pail with Lid	\$22.00	each
6201	10 gal. Fiber Drum	\$43.00	each
6201a	15 gal. Poly Drum	\$48.00	each
6202	30 gal. Drum, Metal or Plastic	\$67.00	each
6203	30 gal. Fiber Drums (Rokons)	\$59.00	each
6204	40 gal. Fiber Drum	\$81.00	each
6205	55 gal. Liner, Plastic	\$29.00	each
6206	55 gal. D.O.T. Drum, Metal H, E	\$74.00	each
6207	55 gal. Drum, Plastic	\$133.00	each
6208	85 gal. Steel Overpak Drum	\$353.00	each
6209	85 gal. Plastic Overpak Drum	\$412.00	each
6210	95 gal. Plastic Overpak Drum	\$544.00	each
6210a	275 Gallon Poly Totes	\$461.00	each
6211	1 yard Fiber Box	\$293.00	each
6212	4' Fluorescent Bulb Box	\$29.00	each
6213	8' Fluorescent Bulb Box	\$48.00	each
6214	16 gal. Drum, Steel	\$116.00	each
6215	16 oz - 4GV PIH Container	\$64.00	each

MATERIALS (TOOLS)

NO.	TYPE	RATE	UNIT
6300	Street Broom	\$38.00	each
6301	Deck Brushes with Handles	\$27.00	each
6302	Hand Brushes	\$20.00	each
6303	Dust Pan and Broom	\$34.00	set
6303a	Hand Scrapper	\$18.00	each
6304	Long Handle Ice Scraper	\$70.00	each
6305	Digging Picks	\$90.00	each
6306	Tree Loppers	\$118.00	each
6307	Bow Saw	\$34.00	each
6308	Shovel (D Handle)	\$45.00	each
6310	Shovel (Long Handle)	\$38.00	each
6312	Bow Rake	\$71.00	each
6313	Sledge Hammer (12lbs)	\$74.00	each

MATERIALS (SUPPLIES)

Contract No.: 26-CC-152

NO.	TYPE	RATE	UNIT
6400	Reinforced Sheeting, 20' X 100'	\$353.00	each
6400a	Non Reinforced Sheeting 20' X 100'	\$210.00	each
6400b	Shrink Wrap	\$58.00	roll
6401	Plastic Bags, 3 MIL	\$81.00	box
6402	Safety Tape, Work Area Banner	\$34.00	each
6403	Silt Fence/Safety Fence (100' roll)	\$134.00	roll
6404	Heavy Duty Safety Fence Posts (6' length)	\$21.00	each
6404a	ADS Hose	\$4.00	foot
6405	18 " PVC Traffic Cone	\$34.00	each
6406	Duct Tape 2" x 60 yds	\$18.00	roll
6407	OSHA Approved Gas Can	\$101.00	each
6408	Up to 20 lb. Fire Extinguisher ¹	\$21.00	day
6409	100 lb. Fire Extinguisher ¹	\$38.00	day
6410	300 lb. Fire Extinguisher ¹	\$67.00	day
6411	1/4" galvanized chain	\$4.00	ft
6412	5/16" galvanized chain	\$6.00	ft
6413	3/8" galvanized chain	\$8.00	ft

Notes

¹ Plus recharge if used.

PERSONAL PROTECTIVE EQUIPMENT MATERIALS

NO.	TYPE	RATE	UNIT
7001	Coverall, Polycoated - L & XL	\$489.00	case
7002	Coverall, Polycoated - XXL	\$521.00	case
7003	Coverall, Polycoated - XXXL	\$552.00	case
7004	Coverall, Polycoated - XXXXL	\$586.00	case
7005	Cotton Suits, XL - XXXL	\$133.00	case
7006	Raingear, Lightweight	\$24.00	set
7007	Raingear, Heavyweight	\$101.00	set
7008	Acid Suit (Disposable)	\$88.00	each
7009	Yellow Latex Boots	\$452.00	case
7010	Slush Boots	\$38.00	pair
7011	Hip Boots	\$186.00	pair
7012	Chest Waders with Suspenders	\$279.00	pair
7013	Cotton Gloves	\$34.00	dozen
7014	Cotton Lined Gloves	\$67.00	dozen
7015	PVC Black Gloves, 14"	\$55.00	dozen
7016	Leather Work Gloves	\$50.00	dozen
7017	Nitrile 15 MIL Gloves	\$47.00	dozen
7018	Nitrile 5 MIL Gloves	\$38.00	box
7019	Safety Glasses	\$9.00	each
7020	Dust Mask	\$118.00	box
7021	Hard Hat	\$54.00	each
7022	Hard Hat Liners, Winter	\$12.00	each
7023	Goggles, Fogless, Soft Splash	\$26.00	each
7024	Worker Safety Vest	\$46.00	each
7025	Face Shields	\$19.00	each
7026	Helmet Brackets	\$25.00	each
7027	Ear Plugs (100)	\$141.00	box
7028	MSA 1/2 Face Respirator	\$47.00	each
7029	MSA Organic Vapor Cartridges	\$40.00	pair
7030	MSA Full-face Respirator	\$478.00	each
7031	Life Vest (PFD # I310)	\$145.00	each
7043	Safety Harness / Fall Protection with Lanyard	\$416.00	each
7044	MSA Combination Cartridges	\$50.00	pair

MEG ABSORBENTS & MATERIALS

Contract No.: 26-CC-152

NO.	TYPE	DESCRIPTION	PACKAGING	WEIGHT	RATE
ROLLS					
8000	MEG 150/100	38" x 144' x 3/8"	1 Roll/Bale	38 lbs.	\$244.00
8001	SIR-36	36" x 300'	1 Roll/Bale	50 lbs.	\$507.00
SWEEPS					
8002	MEG 1900/126	19" x 100'	1 Sweep/Bale	15 lbs.	\$185.00
RAGS					
8002a	Bale of Rags	18" x 19"	100 Rags/Bale	20 lbs.	\$293.00
PADS					
8003	MEG 200/151	17" x 19" x 3/16"	200 Pads/Bale	19 lbs.	\$133.00
8004	MEG 100/156	17" x 19" x 3/8"	100 Pads/Bale	19 lbs.	\$126.00
8005	GP 100	16" x 18" x 1/4"	100 Pads/Bale	25 lbs.	\$221.00
8006	Devcon GP 100	16" x 20" x 1/4"	100 Pads/Bale	25 lbs.	\$279.00
8007	UXT 100	15" x 19"	100 Pads/Box	21 lbs.	\$147.00
8008	UN 1719	15" x 19"	102 Pads/Box	20 lbs.	\$289.00
PARTICULATE					
8009	MEG 27/210	26 lbs.	1 Bag/Bale	26 lbs.	\$175.00
PILLOWS					
8010	MEG 10/240	14" x 25"	10 Pillows/Bale	24 lbs.	\$182.00
SORBENT BOOMS					
8011	MEG 810/270	8" x 10'	4 Booms/Bale	40 lbs.	\$221.00
8012	MEG 510	5" x 10'	4 Booms/Bale	20 lbs.	\$175.00
VISCOUS OIL ABSORBENTS					
8014	Oil Snare on a Rope	Polypropylene	50/Box	15 lbs.	\$140.00
SORBENT PARTICULATES					
8015	Speedy Dry	Clay	Bag	40 lbs.	\$29.00
8016	Vermiculite	Silicate	Bag	20 lbs.	\$134.00
8017	Portland Cement	Portland	Bag	94 lbs.	\$29.00
8018	Dri-Zorb	Granular	Bag	40 lbs.	\$29.00
8019	Oil Bond	Polymer	Pail	25 lbs.	\$293.00
8020	Sakrete	Concrete	Bag	94 lbs	\$29.00

MEG OIL CONTAINMENT

NO.	TYPE	RATE	UNIT
8021	MEG 18" Containment Boom, 100' x 18" (purchase)	\$21.00	foot
8022	MEG 36" Containment Boom, 100' x 36" (purchase)	\$41.00	foot
8023	18" Dura-boom (purchase)	\$59.00	foot
8024	24" Dura-boom (purchase)	\$74.00	foot
8025	Heavy duty bulkhead connectors (aluminum)	\$440.00	each
8026	Heavy duty bulkhead connectors (stainless steel)	\$925.00	each

WASTE DISPOSAL

NO.	TYPE	RATE	UNIT
9001	Non Hazardous Liquids - Oil/Water mixtures (Flash >140, pH between 6-9)	\$1.00	gallon
9002	Non Hazardous Solids - Petroleum Contaminated Soil/Absorbents/PPE	\$147.00	drum
9003	Non Hazardous Liquids - Gas/Water mixtures (Flash >140, pH between 6-9)	\$1.00	gallon
9004	NonHazLiquid Drums - Oil/Water, drum	\$131.00	drum
9005	NonHazLiquid Drums - Gas/Water	\$184.00	drum
9006	NonHazSolid Drums - Tank Bottoms	\$158.00	drum
9007	QA/QC fee	\$158.00	profile
9008	Truck Cleaning Charge 2000-3000 gallon Truck - Butterworth Rinse	\$289.00	each
9009	Truck Cleaning Charge 3001-5500 gallon Truck - Butterworth Rinse	\$473.00	each
9010	Truck Cleaning Charge - Tank Entry	quoted	each
9011	Hose Cleaning	quoted	each
9012	Demurrage - Drums	\$20.00	day/drum

NOTES

1. After hours service will be accommodated at an additional fee
2. Energy and Insurance Surcharge - Subject to market costs to MEG for Insurance and Energy a surcharge may be applied in addition to the disposal charges outlined above. Any additional insurance and energy charges will be noted on our proposal or by separate notification
3. Pricing is for disposal only, transportation will be billed at T&M pricing

Course Offering	Time (hours)	Tuition per Student	Max Class Size	Client Site Course Pricing
HAZWOPER				
40-Hour HAZWOPER 29 CFR 1910.120 (b-o) (p) ◇	40	\$1,045.00	10	\$10,450.00
24-Hour HAZWOPER 29 CFR 1910.120 (q) iii ◇	24	\$715.00	10	\$7,150.00
8-Hour HAZWOPER Refresher*	8	\$275.00	10	\$2,750.00
8-Hour HAZWOPER Supervisor*	8	\$275.00	10	\$2,750.00
8-Hour HAZWOPER Refresher with PREP*	8	\$275.00	10	\$2,750.00
8-Hour HAZWOPER Refresher FRO*	8	\$275.00	10	\$2,750.00
DOT/HAZMAT / RCRA- Initial or Refresher*	8	\$375.00	10	\$3,875.00
CONFINED SPACE				
Confined Space Entry - Initial or Refresher◇	8	\$385.00	10	\$3,850.00
Confined Space Entry and Rescue*	16	\$715.00	10	\$7,150.00
Confined Space Rescue Refresher*	8	\$385.00	10	\$3,850.00
Confined Space Trailer Simulation			10	\$2,850.00
QUALIFIED INDIVIDUAL				
Qualified Individual Initial or Refresher	8	\$385.00	10	\$3,850.00
TABLETOP EXERCISES				
HAZWOPER Refresher & IMT TTX*	8		10	\$3,200.00
Incident Management Tabletop Exercise	4		10	\$3,200.00
Boat & Boom Deployment w/IMT TTX**	8		10	\$3,570.00
ADDITIONAL COURSES & SERVICES				
Hazard Communication	4	\$170.00	10	\$1,700.00
Bloodborne Pathogens	4	\$210.00	10	\$2,100.00
Powered Industrial Truck Training	4-5	\$250.00	10	\$2,500.00
Asbestos Awareness / Lead Awareness	4	\$200.00	10	\$2,000.00
Mercury Spill Response Training	4	\$275.00	10	\$2,750.00
First Aid/CPR/AED	5	\$200.00	9	\$2,000.00
Respiratory Fit Testing (QL - Qualitative)	1.5	\$175.00	10	\$1,750.00
Respiratory Fit Testing (QN - Quantitative)	1.5	\$250.00	10	\$2,500.00

NOTES

◇ This course is a prerequisite for another course

* This course has a prerequisite requirement

** Equipment and Personnel Deployment at an additional cost

Course Fees are not all inclusive as other expenses may apply.

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Emergency Environmental and Hazardous Spill Response Services, issued June 3, 2021, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted June 24, 2021 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G