

AMENDMENT NO. 1 AND ASSIGNMENT OF CONTRACT

WHEREAS, Suffolk County Community College ("College") and AB Oil Service, Ltd. d/b/a AB Environmental ("Contractor") entered into an Agreement on September 20, 2022 (hereinafter referred to as the "Original Agreement", which is incorporated herein and made a part hereof) wherein Contractor agreed to provide Emergency Environmental and Hazardous Spill Response Services on an as-needed basis throughout the College's three campuses ("**Services**");

WHEREAS, the initial term of the Agreement commenced on **September 1, 2022** and is due to expire on **August 31, 2023**;

WHEREAS, on May 31, 2023, Contractor merged with Miller Environmental Group, Inc. f/k/a Marine Pollution Control Inc. ("**Surviving Corporation**"), with the Certificate of such merger having been duly filed with the New York Secretary of State on June 1, 2023 (**ATTACHMENT 1**);

WHEREAS, the Surviving Corporation, by virtue of its merger with Contractor, assumed all rights, obligations, and liabilities of Contractor, with Contractor's corporate entity having been effectively dissolved on May 31, 2023 and;

WHEREAS, the College desires to exercise an option to renew and extend the term of the Agreement for an additional one (1) year upon the same terms, conditions, and cost as the Original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 1, 2023 through August 31, 2024** ("**Extended Term**").
- 2) Any and All of Contractor's rights, responsibilities, and pecuniary interest(s) in the Original Agreement shall hereby be conveyed, transferred, and assigned to the Surviving Corporation.
- 3) The Surviving Corporation shall provide all services set forth in Exhibit D of the Original Agreement (Description of Services, Scope of Work) and fulfill all contractual obligations to the College through the end of the Extended Term.
- 4) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Payments, Reports or Other Submissions" for the College must be delivered to:

Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

All "Notices Relating to Insurance" for the College must be delivered to:

David T. Schneider
Executive Director – Risk Mitigation
Suffolk County Community College
533 College Road, NFL 125
Selden, NY 11784

All "Notices Relating to Termination and/or Litigation" for the College must be delivered to:

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

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

- 5) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect for the term of this Amended Agreement.
- 6) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 and Assignment of Contract as of the latest date written below.

Miller Environmental Group, Inc. f/k/a Marine Pollution Control Inc.

FID: 11-2256843
Tel.: (631) 567-6545

By: 
Rudy Strong
Chief Executive Officer

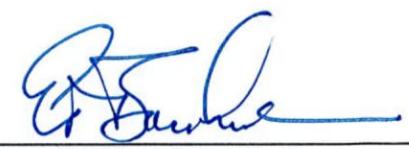
Date: 8/17/2023

**Approved as to Legality:
Suffolk County Community College**

By: 
Alla Brodsky, Esq.
College Deputy General Counsel


Date: 8/21/2023

Suffolk County Community College

By: 
Edward T. Bonahue, Ph.D.
President

Date: 8/22/23

Approved:

By: 
Sara E. Gorton, CPA
Interim Vice President for Business and
Financial Affairs

Date: 8/21/2023

CT07

ATTACHMENT 1

CERTIFICATE OF MERGER OF AB OIL SERVICE LTD. AND MILLER ENVIRONMENTAL GROUP INC. INTO MILLER ENVIRONMENTAL GROUP INC.

Under Section 905 of the Business Corporation Law

Pursuant to Section 905 of the New York Business Corporation Law (the "NYBCL"), each of the undersigned hereby certify on behalf of the constituent corporations named herein, as follows:

1. The name of each constituent corporation is as follows:
 - a. AB Oil Service Ltd., a New York corporation.
 - b. Miller Environmental Group Inc., f/k/a Marine Pollution Control Inc., a New York corporation.
2. The name of the surviving corporation is Miller Environmental Group Inc., f/k/a Marine Pollution Control Inc., a New York corporation (the "Surviving Corporation").
3. The designation, number, and voting rights of each outstanding class and series of shares for each of the constituent corporations is as follows:

AB Oil Service Ltd.

Designation of each outstanding class and series of shares	Number of outstanding shares	Class and series of shares entitled to vote	Class and series of shares entitled to vote as a class
Common Stock	100 shares of Common Stock	Common Stock	Common Stock

Miller Environmental Group Inc.

Designation of each outstanding class and series of shares	Number of outstanding shares	Class and series of shares entitled to vote	Class and series of shares entitled to vote as a class
Common Stock	100 shares of Common Stock	Common Stock	Common Stock

- a. Prior to the merger, Surviving Corporation owns all of the outstanding shares of Common Stock of AB Oil Services, Ltd.
4. The certificate of incorporation of AB Oil Service Ltd. was filed by the Department of State of the State of New York (the "Department of State") on February 9, 1984.

AmericasActive:18588353.6


Filed with the NYS Department of State on 05/31/2023
Filing Number: 230601004930 DOS ID: 314972

5. The certificate of incorporation of the Surviving Corporation was originally filed by the Department of State on September 23, 1971.
6. The merger was authorized with respect to AB Oil Service Ltd. in the following manner: A plan of merger was adopted by the board of directors of AB Oil Service Ltd. on May 31, 2023, by the unanimous vote of the board of directors.
7. The merger was authorized with respect to the Surviving Corporation in the following manner: A plan of merger was adopted by the board of directors of the Surviving Corporation on May 31, 2023, by the unanimous vote of the board of directors. The board submitted the agreement of merger to a vote of the shareholders. The agreement was adopted by written consent of the shareholders by vote of the holders of a majority of all outstanding shares entitled to vote thereon.
8. The certificate of incorporation of the Surviving Corporation, as in effect immediately prior to the effective date of the merger, shall be the certificate of incorporation of the Surviving Corporation upon the effective date of the merger, without any amendments or changes.
9. The effective date of the merger is May 31, 2023.

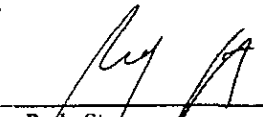
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate
this 31st date of May, 2023.

AB OIL SERVICE, LTD.

By: 
Name: Rudy Strong
Title: Chief Executive Officer

MILLER ENVIRONMENTAL GROUP
INC.

By: 
Name: Rudy Strong
Title: Chief Executive Officer

End of Text for Attachment 1

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

AB Oil Service, Ltd. d/b/a AB Environmental ("Contractor"), a New York corporation having its principal place of business at 1599 Ocean Avenue, Bohemia, New York 11716.

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

Term of Agreement: September 1, 2022 through August 31, 2023, 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.

AB Oil Service, Ltd. d/b/a AB Environmental
FID: 11-2690324
Tel.: (631) 567-6545

Suffolk County Community College

By:  pres.
Lawrence Bernard
President

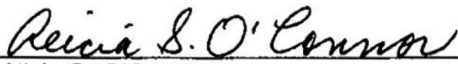
By: 
Edward T. Bonahue, Ph.D.
President

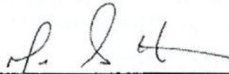
Date: 9/13/22

Date: 9/20/22

Approved as to Legality:
Suffolk County Community College

Approved:

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

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

Date: 9/13/2022

Date: 09.14.2022

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on July 7, 2022; and

Whereas, the Contractor submitted a proposal in response to such RFP on August 4, 2022; 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 a certificate of insurance 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 certificate of insurance evidencing the College's 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.

22. COVID-19 Safety Protocols

Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

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 on an as-needed basis throughout the College's three campuses, in accordance with the Scope of Work contained in the College's RFP and the Technical Proposal contained in Contractor's proposal, both of which are attached hereto as Exhibit D.

EXHIBIT D
Description of Services

Scope of Work

The Company shall provide emergency environmental and hazardous spill response services. In providing these services, Company 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 Services.

The College is currently concerned with spills that may occur on its various campuses, or at the College’s satellite location at Riverhead, if needed. This includes, but is not limited to:

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

<u>Campus</u>	<u>Tank(s) Type</u>	<u>Capacity</u>	<u>Contains</u>
Ammerman Campus	1 Above ground	1,500 gallons	Methanol
	1 Above ground	2,133 gallons	Sodium Hydroxide
	2 Underground	4,000 gallons each	Gasoline
	1 Underground	3000 gallons	Diesel
	9 Underground	6000 gallons each	#2 Heating Oil
	1 Underground	1000 gallons	Waste Oil
Eastern Campus	1 Underground	1,000 gallons	Methanol
	1 Above Ground	4000 gallons	Diesel
	1 Underground	12000 gallons	#2 Heating Oil
Michael J. Grant Campus	1 Aboveground	2,000 gallons	Gasoline
	1 Aboveground	2000 gallons	Diesel
	2 Underground	2500 gallons each	#2 Heating Oil
	1 Above Ground	6000 gallons	#2 Heating Oil
	1 Above ground	4000 gallons	#2 Heating Oil
	2 Above ground	275 gallons	#2 Heating Oil

All tanks indicated above are equipped with the monitoring/alarm/containment systems required by applicable regulation.

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 Company 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. Company shall have all the tools and equipment necessary to perform the required work.
6. Company 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.
7. Company shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Company's staff is responsible.
8. In addition, Company shall perform work so as to cause the least inconvenience to the College and with proper consideration to other contractors or workmen. Company shall properly supervise the work being performed at the College and shall perform services as promptly and expeditiously as possible.
9. When applicable, Company 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. Company shall comply with all provisions and procedural requirements included in Section 220 of the NYS Labor Law. Company 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 Company 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 Company shall dispatch staff to the scene within two (2) hours of notification, unless otherwise agreed upon with the College Director of Fire and Public Safety, or his/her designee.

Based on site specific conditions and/or information provided by the College to the Company, the Company 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 Company 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

Company'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 Company shall develop appropriate cleanup and containment alternatives on short notice. This shall include characterization by sampling to determine composition and type of substance. Company shall perform all spill remediation in accordance with the following requirements:

1. Identify Substance or Hazard Class – Company shall take measures to identify the nature of the emergency by use of field monitors and laboratory analyses. Company 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 – Company 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 – Company 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 – Company 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. Company shall also conduct post-excavation sampling to confirm adequacy of cleanup.

5. Transportation – Company shall take measures to transport hazardous waste and discharged material in accordance with all federal and state regulations and guidelines.
6. Manifests – Company shall prepare manifests or obtain waivers from the College, as appropriate. As agents of the College, Company 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 Company shall immediately transmit a copy of the signed manifest/shipping documents to the proper College representative.
7. Storage – Company shall store recovered material and/or waste in accordance with all appropriate federal, state and local regulations.
8. Disposal – Company shall dispose of all waste in a manner compliant with all federal, state and local regulations.
9. Access Restrictions – Company 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 Company shall prepare and submit documentation in accordance with the requirements set forth below.

1. Immediate Response Documentation
The Company shall provide the College with any information/documentation necessary to meet regulatory reporting requirements. The Company shall assist the College with preparing and submitting any required regulatory information to the proper agencies.
2. Reports
Within forty-five (45) days of completing the emergency response service, the Company 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 Company
 - b. identity of College employee who notified Company
 - 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 Company shall provide accurate documentation in the report, and be prepared to provide explanations on the content of the documentation, if necessary. The Company 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.

Company 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. Arrival and Departure Documentation

Upon arrival to the Campus to perform work, Company shall report to the Public Safety Office to sign-in on the log book, and upon completion of the work for the day and prior to departure from the campus, report back to the Public Safety Office to sign out on the log book. At the time of signing in, Company's personnel shall indicate in the log book the building locations where the work will be performed, as well as the specific service being performed. In addition, Company shall generate a service ticket that reflects the arrival time, the departure time, building and location where work was performed, and specific work performed. This service ticket shall be submitted to the Public Safety Office or the Plant Operations Office at the campus where the work was performed.

Service tickets, as well as the information in the daily log books, shall support the performance of the work completed, and be the basis for payment for work performed on the College's premises. The service tickets and shall be attached as back-up documentation to the invoices when submitting requests for payment. Company will only be compensated for work that is supported by a service ticket. Service tickets or invoices not submitted in a timely fashion will result in payments being held up.

3. Company Invoices

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

- a. company name
- b. address
- c. date
- d. contract number
- e. contact email address
- f. date of the response,
- g. response location,
- h. name/title of the contact who initiated their services,
- i. generated waste
- j. disposal fees
- k. description of services provided per line item including:
 - i. quantity
 - ii. unit of measure
 - iii. dollar rate
 - iv. terms
- l. TOTAL ESTIMATED COST.

A copy of the sign in/out sheets signed by the College representative used to prepare invoice shall be submitted, along with certified payrolls, as applicable, to the work performed. Company shall also submit copies of invoices for disposal fees which will be reimbursed at direct cost. Company 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.



Response Strategy Plan

Introduction

AB Oil Service Ltd. d/b/a AB Environmental (AB, Company) is a qualified technical firm that has successfully provided 24/7 emergency response services for 38 years to public and private clientele throughout the New York City Metropolitan Area including Nassau and Suffolk Counties. AB Environmental was founded in 1980 and has been incorporated since 1984.

2 Hour Response Time

To effectively and efficiently direct the Work to be performed under the Standby Contract, the Company will utilize its 24/7 emergency response work flow processes presently in effect inclusive of the Company's management approach, policies and procedures. These items will be amended as deemed necessary to accommodate particular requirements included in the Contract.

Management Approach

The Company's approach to effectively managing the Call Outs in conformance with this Contract will be through a combination of the assignment of highly qualified and experienced managerial and supervisory personnel that are assigned the appropriate level of responsibility and accountability in conjunction with company's commitment to resource allocation as often and as much as the Contract Work demands coupled with unilateral use and application of controls.

AB proposes to appoint Ms. Faith Bernard, Controller, as the Contract Manager (CM) subject to approval by Suffolk County Community College (SCCC) to oversee and coordinate the work under this Contract as more fully discussed in the Staffing Plan. John Wade, Senior Program Manager, and Kenneth Walsh, Business Manager, shall serve as fully qualified and empowered "back-ups" to Faith Bernard. The Company's CM and the noted designees will be available at all times to address and resolve concerns of the College project manager(s) related to ongoing field work and will have the ability and the authority to commit personnel, materials, equipment and other resources to promptly resolve performance issues which arise on Call Outs under this Contract. In support of

the Company's execution of the Contract and all work to be completed on each Call Out event, The Business Manager is authorized to commit resources on behalf of the Company, including working capital to finance project expenditures, and engage third parties inclusive of subcontractors, disposal sites and similar, so that the Company executes the Work in strict

1599 Ocean Avenue
Bohemia, New York 11716
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www.abenvironmental.com
NYSDEC: 1A002 * USEPA: NYD987023371



conformance with the Contract. The Business Manager's involvement will primarily pertain to contract management, resource allocation (as noted above), quality controls, cash management (payables and receivables) and conflict/dispute resolution.

Policies & Procedures (collectively, Workflow)

The Company has in place operational and regulatory based policies and procedures that when administered and adhered to constitute a refined workflow that has and will continue to yield the successful execution of emergency response work. For example, a long established Company procedure obligates an AB worker to formally obtain management's authorization (in advance) if he / she will not be immediately available to respond to an emergency during off hours, say a particular weekend. This outcome (operating in conformance with a procedure in effect) enables the Company to be assured it is in a state of readiness to respond at any time (a level of organizational confidence prevails).

Procedurally, the dogged execution of emergency response work that can quickly become highly erratic is to a large extent controlled (at least nicely curtailed) through the use of AB control documents. These control documents are issued at the very onset of the authorization to proceed and are completed thoroughly each day to capture the details of Work activities performed and cost units consumed.

A multi-copy computer generated daily **Work Order** is created by operations management, processed by dispatch, issued to field operations personnel (Driver/Operator) and includes but is not limited to information pertaining to the Customer/Generator; Equipment; Directions; a Detailed Work Description; signatory authorizations (if applicable); and, time management (mobilization, on site, lunch, off site / demobilization). Any additional information unique to the Contract requirements will be added to the Work Order to the satisfaction of SCCC. If circumstances warrant (off hours call in) a hand written Work Order is generated by field operations personnel (Driver/Operator) when necessary and it is backed up by an official copy subsequently. The Work Order, generated for each day of operation on a specific project, serves as the controlling document that all functional groups are copied on and is ultimately received by and processed by Finance to create draft invoices for billing purposes.

The Call Out-specific information will be entered onto the Work Order as the formal means to document the initial correspondence between SCCC and the Company and can serve as a means to inform all affected Field Operations personnel on what the project requirements entail. Liquid and solid **Waste Manifest** documents are provided along with the Work Order so that the equipment operators / drivers are always equipped with control documents for the materials collected on the equipment they're using.

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In association with and to supplement the Work Order, additional control documents used on a project specific basis include:

A “**Dispatch Daily Route Log**” is maintained by Dispatch and includes a chronological record of activities (denoted by time) documented by Dispatch while in frequent telephonic communication with personnel on site including but not limited to truck/equipment; operator(s); date; and equipment.

A “**Project Worksheet**” is completed on site by either a Project Manager (title interchangeable) or lead operator / driver and includes labor personnel on site; vehicles; equipment; materials / supplies on hand and consumed; disposals (liquid and / or solid waste containerized in the equipment on site); and, signatory authorizations for an AB supervisor and customer representative (if necessary).

Between Operations Management and dispatch personnel in the office, and a Supervisor / Foreman and or lead Operator in the field, the documents noted above are generated, used and archived as a means to control the documentation of the scope of work activities performed (planned, as well as actual); units of cost actually consumed (including labor, equipment, materials, disposals, etc.); and, a Quality Control review-and-authorization means in effect via a signatory authorization opportunity throughout all phases of the work flow process.

A copy of all the information generated pertaining to the work performed for each Call Out, including certified payroll, shall be made available the time and in the manner required pursuant to the contract.

Information pertaining to the Resolution of Technical & Administrative Issues is included beneath the subsection entitled Performance below.

A Response Strategy Plan

AB is located at 1599 Ocean Avenue in Bohemia, Suffolk County, NY. AB is qualified and experienced to respond to a Call Out from SCCC 24/7 over 365 days each year. For more than 30 years, AB has successfully achieved a response time of below two (2) hours across Suffolk County.

The Company is located approximately 37 miles to the east of the western limits of Nassau County and approximately 65 miles to the west of the eastern limits of Suffolk County. AB is

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approximately 20 miles south of the LI north shore and approximately 8 miles north of the south shore.

The Response Strategy Plan, subject to SCCC approval, includes information to demonstrate how AB will respond within two (2) hours of initially being “called out” to sites/locations with all the appropriate equipment, materials and personnel.

Receipt of Call Outs

A core competency of the Company is to seamlessly receive emergency response inbound telephone calls 24/7 from clientele (as will be the case for a Call Out from SCCC pursuant to the Contract).

AB operates Monday to Friday from 5:00a.m. to (at least) 7:00p.m., Saturday from 6:00a.m. to nearly 3:00p.m. and is closed on Sunday. Also, AB owns / operates a NYSDEC Part 360 petroleum contaminated solid/liquid waste consolidation / transfer facility on the same premises.

While we're open – a multi-line telephone system is in place at the facility. During working hours, every inbound call is answered by a person (w/in 2 rings) and the caller is immediately routed by the recipient or their designee (if the recipient is on another call or temporarily unavailable). A voice mail system is not in place; therefore, every caller is routed without interruption.

While we're closed – before closing the facility each day (including Saturdays, AB transfers the telephone lines to a professional answering service and every call is answered with a live attendant.

For non-emergency items, the attendant gathers pertinent information for the caller and immediately distributes it via email to five (5) AB managers. For emergency items (such as a Call Out made by SCCC), the attendant, by procedure, retains the caller on hold, calls and secures an AB manager on a separate line (the attendant has the company and personal cell phone and home telephone numbers for each AB manager) and then connects the caller and the AB Manager. To reiterate, the attendant never disconnects the caller. Obviously, AB “retracts” the inbound telephone lines from the answering service as soon as the facility opens the next business day. There are provisions in place for contacting and ensuring that the senior management staff, other than the Contract Manager is properly informed during off business hours (in particular). As noted above, the attendant immediately distributes an email that summarizes the caller’s identity, representation and nature of the emergency and includes a confirmation that the caller was successfully connected to the designated AB Manager, in the

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case, the CM. The entire AB Management staff is equipped with personal digital assistances enabling the team to receive, review and act upon the incoming email correspondence so that the support can be administered to the CM and Supervisor accordingly.

In this manner, during office and off hours, 24 hours/day, 7 days/week, and 365 days/year, a SCCC Call Out will be immediately received by the AB CM (or designee) and that AB is immediately authorized to perform the services described in the Contract upon receipt of the Call Out.

Assignment to Appropriate Staff

The Company's Senior Program Manager and Business Manager will back up the Contract Manager. Each is qualified, experienced and authorized to make the necessary decisions and allocate resources on behalf of the Company to ensure the execution of the Work conforms to the Contract. The Contract, Senior Program and Business Manager grouping is collectively referred to as the Contract Manager (CM).

It is understood that AB's CM will receive a Call Out Authorization Form from SCCC indicating the Work assignment. The review and acceptance of the Authorization's budgetary value can be addressed by the parties in parallel with the assignment of the Work, dispatch of equipment and staff from the AB facility (or other sites as the case may be), mobilization to the Call Out site and performance of the Work. It is highly anticipated that administration of the Authorization(s) will not impede the immediacy of the Company's execution of the response to the Call Out. Issues or inadequacies will be resolved pursuant to the channels made available in the Contract.

The AB CM will maintain a staff roster of all personnel assigned to the Contract and the roster will be updated to reflect replacement and newly proposed personnel which modifications are to be approved. Using this roster and the understanding of the Work activities to be pursued or completed, the CM is ultimately responsible for the complete and timely assignment of the Call Outs to appropriate AB staff.

The progression of activities to assign staff will include but may not be limited to:

- CM contacts the AB Supervisor to describe the Work, and they collectively agree upon the personnel, equipment and materials needs required to perform the Work as presented by SCCC.
- The Supervisor will contact by cell phone and or home telephone the Project Manager(s) and dispatch the PM to either the AB facility or directly to the Call Out site contingent upon their location, the nature of the Work, and other considerations; Preferably, at least

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one (1) Project Manager will be dispatched directly to the On Call site to ‘make safe’, address stakeholders, survey the aspects of the Work and channel complete information back to the CM and or Supervisor so the balance of dispatching personnel, equipment and materials can be amended as necessary to be the most relevant to the needs of the Call Out Work;

- Concurrently, and by way of mutual assignment, the CM and Supervisor will contact by cell phone and or home telephone the balance of the designated Equipment Operator(s), Laborers, and Technicians; pursuant to Company policy all affected operations employees are required to be in a state of readiness in order to respond to an emergency; If an employee will not be in a state of readiness during off hours (including a weekend) he / she is required to submit a form requesting such relief which form must be authorized by the Contract Manager in advance. In this manner, the Company strives to procedurally control the maximum number and type of staff personnel that are available and in a state of readiness during off hours to respond to an emergency.

Unless determined otherwise by the CM all AB staff will be dispatched immediately to the AB facility. This operational step will be altered depending on the circumstances including the day / time of the Call Out, dispatching of equipment and the operator from an existing site / route directly to the Call Out site. If there are exceptional equipment or materials needs required to support the performance of the Work, the CM may dispatch a yard worker to facilitate the arrangement and readiness of necessary equipment and materials while the assigned staff gather. Note, however, that AB maintains a fully equipped spill response trailer that is staged at the AB facility and is ready for dispatch at any time.

All AB staff personnel are equipped with cellular phones and live within relatively close proximity of the AB facility. Variations to the sequential set of activities noted above can be altered if the Call Out occurs during normal working hours as compared to the Company’s off hours weekends included. The scale or relative complexity of the Work will affect the number and type of staff personnel and equipment allocated and dispatched to the AB facility and then dispatched to the Call Out site.

An important element of cost control (that ultimately parlays directly into AB billings to SCCC) pertaining to labor and equipment utilization is time management assigned to SCCC Call Out project. For information purposes, under the scenario where AB staff personnel are called in during Company off hours, the workers “punch the clock” to begin the shift upon arriving at the AB facility prior to mobilizing to the Call Out site once they put on the AB-issued uniform. Under typical scenarios, the workers “punch the clock” to end the shift upon arriving back to the AB facility and after they have fueled and parked equipment, handled waste materials and

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supplies between trucks and the AB transfer facility that may be required. Supervising and controlling the efficient utilization of labor and equipment resources is a primary responsibility and accountability of all operations management and supervisory personnel.

In the manner described above, AB routinely and successfully assigns appropriate staff to emergency response activities and the CM will accomplish the same while executing the Work pursuant to SCCC Call Out.

Assignment Explained

It is understood that the Department's representative shall furnish to AB all available data in its possession pertinent to the Work to be performed at the Call Out site during the telephone communication with the AB CM that occurs in the manner discussed above.

The Call Out scope of work, and specifically the operations activities to be completed upon mobilization to the site and over time as the response materials, will predominantly be explained to AB staff operations personnel assigned to the Call Out by way of in person, or telephonic, or two way radio communications. The explanation of the Work activities will largely be channeled through Supervisor to the Foreman, and respectively through the Foreman to the equipment operators and then to the affected laborers and technicians (contingent upon the staffing mobilized to the site). Details associated with the response activities often are continuously evolving over the course performing the Work, therefore, these types and channels of communication are largely used to facilitate sharing current, relevant information from and between office based and on site decisions makers to continually execute the Work in a way that sustains a high level of safety, adherence to technical requirements and guidelines, and reduces the overall consumption of resources thereby accomplishing the Work in the most operationally efficient way possible.

From an operations performance perspective, the AB Supervisor, Foremen and equipment operators (not to mention the AB CM) are all very seasoned and experienced professionals and therefore have likely been affiliated with and have successfully accomplished the type of response activities in many different environmental settings similar to what the Company will experience pursuant to this Contract. They know what will likely be required of staffing, equipment and materials resources to effectively mitigate the Call Out project requirements; therefore, all AB personnel concentrate on the timely, clear and relevant communication of what exactly is happening at the site so as to maintain and adapt the response activities and resources in a way that results in the greatest value to all affected stakeholders.

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These communications begin at the time the staff personnel are contacted initially by either the CM or Supervisor and continue throughout the time workers arrive to the AB facility and are dispatched to the Call Out site. Decision making, planning and refining the activities to be completed to mitigate the severity of the Work happens continuously beginning with the initial Call Out throughout the execution of the Work to the completion of the project.

Throughout the Call Out, the Supervisor will maintain a direct line of frequent update communications pertaining to site activities and results with the CM, thereby enabling the CM to keep the Department's representatives clearly informed of the status of the Call Out.

Lastly, as described in the Policies & Procedures (collectively, Workflow) section above, AB will generate and have in place control documents specifically governing the scope of Work, resources used, time management and other related information. The Work Order is one such control document and includes a detailed description of the activities to be completed on site. Although a copy of the Work Order, generated daily, is always maintained on site, the nature of the Work activities may ebb and flow slightly and possibly significantly; therefore, the AB CM will ensure that the verbal communications amongst all affected AB Management and Supervisory personnel are continuously refined and directed to the front line equipment operators and laborers so that these workers are always fully informed as to what is required and expected of them while performing the Work activities on site.

Mobilization Timeframes

From AB's perspective, mobilization constitutes the time required to achieve a boots-on-the-ground arrival at the Call Out site by all assigned staff personnel that are necessary to commence the Work. As mentioned previously, it is desirable to have a Foreman or Project Manager arrive as quickly as possible to initiate assessing the as is condition.

Based on actual performances of emergency response services for the past few decades, from receipt of the Call Out initiated by SCCC to the Company's mobilization on site, AB anticipates an average mobilization timeframe for responding to the College's locations to be between 45 minutes to 1 hour on the low end and 1 hour and 30 minutes to 1 hour and 45 minutes on the high end.

The timeframes presented above represent a worst case scenario whereby all AB staff personnel and equipment are off duty during off hours (e.g., a Sunday afternoon or evening) as compared to being directed from other job sites in relatively close proximity to the designated Call Out location (e.g., midday on any given weekday). Also the "high end" timeframe accounts for the need to mobilize the greatest distance for AB resources. Intuitively, not all Call Outs will likely

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occur under these worst case conditions; therefore, the Company highly anticipates that during office and off hours, 24 hours/day, 7 days/week, 365 days/year, the average mobilization timeframe for responding to the SCCC geographical area to be approximately 1 hour. Therefore, AB is representing that pursuant to this Plan, there are no locations within the SCCC geographical area where the two (2) hour response time requirement cannot be met.

Multiple Call Outs

The spill response / emergency response workflow process described herein is executed by facility based personnel and is scalable commensurate with the truck / machine and staffing capacity of the organization. AB has represented via various forms of documentation enclosed in this bid that it has adequate truck / equipment as well as staffing capacity to effectively address multiple Call-Out events concurrently within reason. The 'fleets' of various vehicle types, namely vac / pump trucks, vactors and box / utility trucks coupled with the abundance of qualified operator and skilled laborer / laborer personnel enable the Company to seamlessly respond to Call Out incidents concurrently. All of the activities underpinning the company's way of responding whether during normal working hours or during off hours cannot be bottlenecked due to the fact that redundancy of resource availability has been accounted for and is maintained, unilaterally across equipment, labor and materials.

Conclusion

This Response Strategy Plan will be used and enhanced to guide the decision making practices and direction of Work by AB management and supervisory personnel from receipt of Call Outs, through assignment to appropriate staff and assignment explanations by implementing refined policies, procedures and best practices to ensure the Company responds within two (2) hours maximum of initially being "called out" to sites/locations in Region 1 with all the appropriate equipment, materials and personnel. AB shall also update the Plan as needed to address concerns and comments from SCCC.

End of Text for Exhibit D

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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

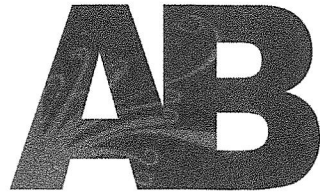
This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

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
Contractor's Cost Proposal**

ENVIRONMENTAL

AB TECHNICIANS ARE TRAINED HAZARDOUS MATERIAL HANDLERS

MANPOWER

PROJECT MANAGER	\$ 105.00/PER HR.
SPILL SUPERVISOR	\$ 105.00/PER HR.
EQUIPMENT OPERATOR	\$ WAGE RATE + 20%.
HAZ-MAT TECHNICIAN	\$ WAGE RATE + 20%.
LABORER	\$ WAGE RATE + 20%

*Hourly labor charges are charged portal to portal: Bohemia
A minimum of four (4) hours will be charged on ALL work.*

Overtime Charges:

Time and one-half before 8:00 AM and after 4:00 PM and all hours on Saturday.

Time and one-half for initial EMERGENCY response.

Double time for Sundays. Double time and one-half for holidays and holiday periods.

HEAVY EQUIPMENT AND TRANSPORTATION

LIQUIDS VACUUM TRUCK	\$ 80.00/ HR
SOLIDS VACTOR	\$ 200.00/ HR
BACK-HOE (4 x 4 extend a hoe)	\$1100.00/ DAY* **
EXCAVATOR	\$1500.00/ DAY* **
BOB-CAT (1 ½ cu. yd. bucket) 4 X 4	\$ 600.00/ DAY* **
ROLL-OFF CONTAINERS spotting	\$ 550.00/ EACH
ROLL-OFF CONTAINERS rental	\$ 15.00/ DAY
EQUIPMENT TRUCK w/ LIFT GATE	\$ 50.00/ HR
FIELD SUPPORT VEHICLE	\$ 350.00/ DAY
RESPONSE TRUCK	\$ 70.00/HR
* = Heavy equipment mobilization / demobilization	\$ 550.00/per move

** = Day consists of up to 7 hours on site.

Fuel surcharge of 3% will apply to all equipment and transportation charges.

TOOLS AND EQUIPMENT

GENERATOR	\$ 275.00/ DAY
3,000 PSI PRESSURE WASHER	\$ 275.00/ DAY
LIGHT TOWERS	\$ 95.00/ DAY
ANCILLARY EQUIPMENT	\$ 50.00/ DAY
CONFINED SPACE ENTRY EQUIPMENT	\$ 550.00/ DAY

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AB ENVIRONMENTAL

PERSONEL PROTECTIVE EQUIPMENT - (PPE)

LEVEL (D) PROTECTION OR EQUIVALENT	\$ 40.00/ EA
LEVEL (C) PROTECTION OR EQUIVALENT	\$ 105.00/ EA
LEVEL (B) PROTECTION OR EQUIVALENT	\$ 225.00/ EA
RESPIRATOR REPLACEMENT CATRIDGES (organic vapor)	\$ 36.00/ PAIR

FIELD INSTRUMENTATION

PHOTO IONIZATION DETECTOR (PID)	\$ 90.00/ DAY
(4) GAS ANALYZER MONITOR	\$ 100.00/ DAY

ABSORBENTS

SORBENT BOOM (5" x 40')	\$ 175.00/ BAG
SORBENT PADS (18" x 18" x 3/8" - 100 per bale)	\$ 75.00/ BALE
CLAY ABSORBENT	\$ 8.00/ BAG

SUPPLIES AND MATERIALS

DRUMS - (17H 55 gallon D.O.T spec)	\$ 49.00/ EACH
(85 gallon overpack - steel)	\$ 130.00/ EACH
SAFTEY/BARRICADE PLASTIC FENCING	\$ 1.50/ PER FT.
10 MIL ROLL-OFF LINERS	\$ 75.00/ EACH
6 MIL. POLY SHEETING (20' x 100')	\$ 85.00/ ROLL
DUCT TAPE	\$ 6.50/ ROLL
BARRICADE TAPE	\$ 25.00/ ROLL
SAMPLE JARS	\$ 3.00/ EACH

PARTIAL DISPOSAL RATE SCHEDULE

*CONTAMINATED SOIL/DEBRIS	\$ 175.00/ drum or \$ 295.00/cubic yard
*BULK CONTAMINATED SOIL	\$ TBD / ton
*CONTAMINATED WATER/OIL	\$ 0.68/ gallon

*Non-Hazardous

Bulk contaminated soil disposal & transportation will be priced based on location and volume. Other contaminated disposal pricing will be definitively established upon confirmation of waste characterization (i.e., receipt of analytical results), location, volume and disposal destination.

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NOTES:

OTHER INFORMATION AND MISCELLANEOUS CHARGES

Materials, equipment, labor, and/ or services not listed will be charged at cost plus 15 %. Any equipment/labor/disposal or further work not specifically addressed in this agreement will be proposed under separate contract.

TERMS OF PAYMENT: Net 30 days upon acceptance of credit application

If you should have any questions pertaining to the pricing schedule or should you require any additional pricing, please do not hesitate to contact our office at (631) 567-6545.

This agreement is between the client signing below and ABE. Should the client seek reimbursement from insurance and / or indemnity club protection, ABE does not release the client from the obligations outlined in this agreement. ABE holds the client fully responsible for all the project costs.

I understand that a finance charge of 1.5% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts over 15 days. The client will be responsible for the collection costs on all past due accounts, inclusive of attorney's fees of 33.3%

Acceptance of agreement:

By: _____

Print: _____

Date: _____

**Ken Walsh
Business Manager
AB Environmental Services, Ltd.**

End of Text for Exhibit E

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EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for emergency environmental and hazardous spill response services, issued July 7, 2022, 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 August 4, 2022 in response to the College's RFP, is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G