

Nassau County Shared Services Office of Purchasing

Staff Summary A-01-2023

Subject: Lead Remova	d Services	Date:	
(S/B # 92678-09152-208)		February 13, 2023	
Department: Department of Shared Services		Vendor Name:	
Office of Purchasing		ENP Environmental Inc.	
Department Head Nar	ne;	Contract Number:	
Melissa Gallucci		A-01-2023	
Department Head Signature		Contract Manager Name:	
I CHIXXXX &	fallucci	Timothy Funaro, Buyer	
<u> </u>		unate, buyer	
	Internal A	Approvals	
Date & Init.	Approval	B	Approval
4/17/2023 06	CPO	- N - 33\	Budget
3/27/2003 1/24	County Atty.	/1	County Exec.
			County Exec.
Significant Adverce in	formation Identified? NO	7 1/1	
arrative			
iscussion: This solici	und award a blanket purchase or creation and Museums. tation was advertised in Newsday Solicitation Board. Minority Affai	the New York State Court	D
			are sorielection.
15 Vendors view			
4 Woman owi	ned business	2 Minority (African/American	9 Small Business
0 Service Dis	abled (Veteran) owned business	1 Veteran Owned Business	
	(Troising owned business	1 Veterall Owned Business	0 Disabled
5	41.*		
	on this solicitation		
1 Woman owr	led business	2 Minority	2 Small Business
0 Service Dis	abled (Veteran) owned business	1 Veterans	
	, strain, outled business	1 Acretails	0 Disabled
ne identified lowest resp	oonsible bidder ENP Environmen	tal Inc. is listed in the above ca	itegories as a woman

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Two Million Two Hundred Thousand Dollars (\$2,200,000.) from general funds PKGRT8900 DE500. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4) one (1) year periods and an additional two (2) month period, for a total term of five (5) years two (2) months.

E : Z | C | L | Purchasing recommends an award be given to ENP Environmental Inc. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU

INTER - DEPARTMENTAL MEMO

TO:

CLERK OF THE COUNTY LEGISLATURE

A-01-2023

FROM:

MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE:

February 17, 2023

SUBJECT: RESOLUTION - Nassau County Department of Parks, Recreation and Museums

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$2,200,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS TO ENP ENVIRONMENTAL INC. FOR LEAD REMOVAL SERVICES FOR THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

MELISSA GALLUCCI COMMISSIONER OF SHARED SERVICES

MS: br

ENCL:

(1) STAFF SUMMARY

- (2) DISCLOSURE STATEMENT
- (3) RESOLUTION
- (4) BID SUMMARY
- (5) BID PROPOSAL
- (6) CERTIFICATE OF LIABILITY INSURANCE
- (7) RECOMMENDATION OF AWARD
- (8) POLITICAL CONTRIBUTION FORM





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [] No.)	[X] If yes, to what campaign committee?			· V
	ally signed and certified at the date and timantony [GPANTONY@ENPENVIRONMENTA	•		
Dated:	02/15/2023 09:22:46 am	Vendor:	ENP Environmental, Inc.	
		Title:	President	

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES
TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF
PARKS, RECREATION AND MUSEUMS AND ENP ENVIRONMENTAL INC.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 92678-09152-208 for Lead Removal Services for the Nassau County Department of Parks, Recreation and Museums as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that ENP Environmental Inc. submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services; NOW, THEREFORE, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with ENP Environmental Inc.



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

l. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or ner official duties.
Vone
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

Page **1** of **3**

'ES [] NO [X] If yes, to what campaign committee? If none, you must so state:					
	and that copies of this form will be sent to the Nassau County's website.	County Department of Inform	ation Technology ("IT") to be posted		
also und within thi	also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney vithin thirty (30) days of termination.				
VERIFICAT are, to his	TION: The undersigned affirms and so swears that he/sls/her knowledge, true and accurate.	ne has read and understood t	he foregoing statements and they		
The under and witho	rsigned further certifies and affirms that the contribution out duress. threat or any promise of a governmental be	on(s) to the campaign commit nefit or in exchange for any b	ttees listed above were made freely enefit or remuneration.		
	cally signed and certified at the date and time indicated cantony [GPANTONY@ENPENVIRONMENTAL.COM]	by:			
Dated:	02/15/2023 09:23:40 am	Vendor:	ENP Environmental, Inc.		
		Title:	President		

he term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any nember thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any etermination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or ot such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or imployee of the County with respect to the procurement of goods, services or construction, including the preparation of contract pecifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a ontract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, poards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to lounty regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in eal property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight nearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, ncluding any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date:	02/15/2023			
1)	Proposer's Legal Name: ENP Environmental,	Inc.		
2)	Address of Place of Business: 3280 Sunrise Highway, Suite 72			
	City: Wantagh	State/Province/ Territory: <u>NY</u>	Zip/Postal Code: 11793	
	Country: US			
3)	Mailing Address (if different):			
	City:	State/Province/ Territory:	Zip/Postal Code:	
	Country:			
	Phone:			
ſ	Does the business own or rent its facilities? O	if other	, please provide details:	
4)	Dun and Bradstreet number: 024954805			
5)	Federal I.D. Number: 81-4137737			
6)	The proposer is a: Corporation	(Describe)		
7)	Does this business share office space, staff, or equipn YES [] NO [X] If yes, please provide details:	nent expenses with any other business?		

8) Does this business control one or more other businesses?

	YES [] NO [X] If yes, please provide details:
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? YES [] NO [X] If yes, please provide details:
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES [] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt? YES [] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending? YES [] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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which	he past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of relates to truthfulness or the underlying facts of which related to the conduct of business? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action
taken	•
d) In t YES [] taken	the past 5 years, been convicted, after trial or by plea, of a misdemeanor? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action.
e) In t YES [] taken	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action
impos	past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction sed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action.
state YES []	ne past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
Confli	ict of Interest:
a)	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists." (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of
	interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
	No conflict exists
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
	If a conflict of interest should arise, we would take the proper measures to correct the situation
Includ exper	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

15)

16)

17

A.

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Have you previously uploaded the below information under in the Document Vault? YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i)	Date of formation;
	10/13/2016
ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
l	Eugenia Pantony -507A W Broadway, Long Beach, NY 11561-President - 100% ownership
iii)	Name, address and position of all officers and directors of the company. If none, explain.
l	Eugenia Pantony -507A W Broadway, Long Beach, NY 11561-President - 100% ownership
iv)	State of incorporation (if applicable);
	NY
v)	The number of employees in the firm;
·	15
vi)	Annual revenue of firm;
V.,	1700000
!!!	
vii)	Summary of relevant accomplishments
	1 File(s) uploaded: Project References.pdf
viii)	Copies of all state and local licenses and permits.
	1 File(s) uploaded: Licenses.pdf
Indic	rate number of years in business.
5	ace number of years in business.
D .	
	ide any other information which would be appropriate and helpful in determining the Proposer's capacity and bility to perform these services.
	attached capability statement

В.

C.

Antrod States Annivolated Avolvation Agency

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ENP Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 08, 2026

Michelle Lead, He

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

NAT-F228588-1

October 25, 2021

Certification #

Issued On



York State - Department of Labor Division of Safety and Health License and Certificate Unit State Campus, Building 12 Albany, NY 12240

ASBESTOS HANDLING LICENSE

ENP Environmental Inc.

507A W Broadway

Long Beach, NY

FÍLE NUMBER: 21-322565 LICENSE NUMBER: 322565 LICENSE CLASS: FULL.

DATE OF ISSUE: 06/06/2022 EXPIRATION DATE: 06/30/2023

Duly Authorized Representative - Eugenia Pantony:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an aspestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving aspestos or aspestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This lieense verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

SH 432 (8/12)

Amy Phillips, Director For the Commissioner of Labor ME ARE YOUR DOL

TWK Department

NEW YORK STATE - DEPARTMENT OF LABOR

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT STATE CAMPUS BUILDING 12

Mold Remediator Company License

ENP Environmental, Inc. 3280 Sunrise Hwy Ste.72 WANTAGH, NY 11793

LICENSE NUMBER: 01729
DATE OF ISSUE: 5/3/2022
EXPIRATION DATE: 5/31/2024

This license is valid only for the contractor named above.

Amy Phillips, Director

FOR THE COMMISSIONER OF LABOR

Reference	Project Name	Type of Work	Amount	Year Work was Completed
Russo Development Enterprises, Inc./Mike Richmond - 67 East Avenue, Lawrence, NY 11559, Office: 516-239-1650	NYC HPD - 105-04 133rd Street, Queens	Asbestos Abatement	\$38,500.00	2022
NY Asphalt (Manny Dominguez) 366 Industrial Loop				
Staten Island NY 10309				
Office:718-966-6466	DASNY - Queens College Athletic Fields	Asbestos Abatement/Environmental Remediation	\$1,200,000.00	2021
NYC Environmental Protection - Scott Papaelias	. NYCDEP , Haz Wasle/Non Haz Waste	Removal and disposal of hazardous and non-hazardous waste including asbestos containing materials (vaious		
845-340-7257	Disposal	locations)	\$60,000.00	2021
Catholic Health Services - Phil Polo (516) 705- 3700	As needed - on demand services	Asbestos Abatement Services	\$125,000.00	2022

Anited States Cilitarinella Protection Agency

Clist is to continuity that



ENP Environmental, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 08, 2026

male for

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

NAT-F228588-1

Certification #

October 25, 2021

Issued On



New York State - Department of Labor

Division of Safety and Health License and Certificate Unit State Campus, Building 12 Albany, NY, 12240

ASBESTOS HANDLING LICENSE

ENP Environmental Inc.

507A W Broadway

Long Beach, NY 11234

FILE NUMBER: 21-322565 LICENSE NUMBER: 322565 LICENSE CLASS: FULL

DATE OF ISSUE: 06/06/2022 EXPIRATION DATE: 06/30/2023

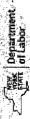
Duly Authorized Representative - Eugenia Pantony:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an aspectos project, or (2) demonstrated lack of responsibility in the conduct of any job involving aspectos or aspectos inaterial.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

SH 432 (8/12)

Amy Phillips, Director For the Commissioner of Labor



NEW YORK STATE DEPARTMENT OF LABOR

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT STATE CAMPUS BUILDING 12

Mold Remediator Company License

ENP Environmental, Inc 3280 Sunrise Hwy Ste 7 WANTAGH, NY 11793

LICENSE NUMBER: 01729
DATE OF ISSUE: 5/3/2022
EXPIRATION DATE 5/31/2024

This license is valid only for the contractor named above.

Amy Phillips, Director

FOR THE COMMISSIONER OF LABOR



ENP Environmental, Inc.

3280 Sunrise Highway Suite #72 Wantagh, NY 11793 516-394-2400 www.enpenvironmental.com

ENP Environmental is a WBE & DBE specializing in asbestos abatement, lead remediation and transportation/disposal of hazardous & non-hazardous wastes in New York and New Jersey. We work with large and small institutions, businesses, and governmental entities to assist in their environmental and safety needs. Our goal is to aid companies and governmental agencies in reaching their WBE goals while providing expectational service and competitive pricing!

ENP Environmental offers the following services:

- Asbestos Abatement
- Contaminated Soil Placement and Disposal
- Ethylene/Propylene Glycol Removal
- Lab Pack/Chemical Packaging
- Lead Remediation
- PCB Removal Management

Previous Work Includes:

Location	Client
Manhattan Shop	NYC Dept. of Sanitation
NYC Courthouses	NYC DCAS
NYCDEP Meter Shop	NYCDEP
NYCDEP Croton WWTP	NYCDEP
NYCDEP Wards Island	NYCDEP
NYPD Riker's Island	ACV Environmental
PANYNJ Harrison NJ	SMBA Construction

Ongoing Work Includes:

Location	Client
FDNY Service Station	FDNY
Lexington Ave. Armory	Jupiter Environmental
DASNY Breezy PT. CR18	NY Asphalt Inc.
DASNY Queens College	NY Asphalt, Inc.
MTA Livonia Ave.	Citnalta
MTA 70th St. Station	Citnalta
MTA C-A37150E	Tully Construction
NYCDDC HWPEDSF5	LJL Enterpises, Inc.
DASNY CSI- Athletic Field	NY Asphalt Inc.
NYCDDC SE1987	Northeast Remsco
NYCDEP WWTP	NYCDEP
PANYNJ LGA Airport	Gramercy Group

- Refrigerant Recovery
- Transportation and Disposal of:
 - Non-Hazardous Waste
 - Hazardous Waste
 - Universal Waste
- Topsoil Placement
- Waste Gasoline Removal
- Waste Paint Disposal

ENP ENVIRONMENTAL CERTIFICATIONS

- WBE New York City Small Business Services
- MWBE Port Authority of NY & NJ
- WBE Westchester County
- WBE Suffolk County Office of Minority Affairs
- WBE State of New Jersey
- WBE New York State
- DBE NJ/NYS UCP











ENP Environmental is licensed to transport Hazardous and Non-Hazardous waste in New York and New Jersey.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Russo Development		
Contact Person	Mike Richmond		
Address	67 East Avenue		
City	Lawrence	State/Province/Territory	NY
Country	US		
Telephone	(516) 239-1650		
Fax #			
E-Mail Address	Mike@rdeinc.net		
Company	NYC Environmental Protection		
Contact Person	Scott Papaelias		
Address	59-17 Junction Blvd		
City	Elmhurst	State/Province/Territory	NY
Country	US		
Telephone	(845) 340-7257		
Fax #			
E-Mail Address	CardineauS@dep.nyc.gov		
		,	
Company	Catholic Health Services		
Contact Person	Philip Polo		
Address	245 Old Country Road		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(516) 705-1922		
Fax #			
E-Mail Address	Philip.Polo@chsli.org	· -	

١,	Eugenia Pantony		, hereby acknowledge that a materially false statement			
willf	rillfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any					
affili	ated entities non-responsible, and,	in addition, may subject m	ne to criminal charges.			
l,	Eugenia Pantony		, hereby certify that I have read and understand all the			
	, , , , , , , , , , , , , , , , , , , ,	•	wers to each item therein to the best of my knowledge,			
		•	ny change in circumstances occurring after the submission of			
	, , ,	•	est of my knowledge, information and belief. I understand that			
	•	supplied in this form as ad	ditional inducement to enter into a contract with the			
sub	mitting business entity.					
	TITIO ATION					
CER	TIFICATION					
Λ I/	IATERIALIV EALSE STATEMENT WILL	ELILLY OR ERALIDISI ENTLY	MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY			
			ESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE			
			E FALSE STATEMENT TO CRIMINAL CHARGES.			
	, , , , , , , , , , , , , , , , , , ,					
Nar	ne of submitting business:	ENP Environmental, Inc.				
	- -					
Elec	tronically signed and certified at the	e date and time indicated	by:			
Eug	enia Pantony GPANTONY@ENPENV	IRONMENTAL.COM				
Pre	sident					
Title	e					
	1-1-1-1					
	15/2023					
Dat	е					

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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY, FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

Page **1** of **4** Rev. 3-2016

5.	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire?] NO [X] If Yes, provide details.		
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES [] NO [X] If Yes, provide details.			
any ac	tion ta	irmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of ken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.		
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
8.	subje beer busir YES	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated? [] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If need more space, photocopy the appropriate page and attached it to the questionnaire.)		
9.	a.	Is there any felony charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		

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b. [Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
c. [Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
e,	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
Question investignment of the contraction of the co	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of gation by any government agency, including but not limited to federal, state, and local regulatory agencies while are a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
sanctio	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any on imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
local ta	e past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or axes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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I, Eugenia Pantony	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may	result in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, in addition, may subject	me to criminal charges.
i, Eugenia Pantony	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete a	
information and belief; that I will notify the County in writing of	· · · · -
	best of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as	additional inducement to enter into a contract with the
submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTI	V MADE IN CONNECTION WITH THIS OF IESTIONNAIDE MAY
RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT	
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING T	
bibo, Alto, IN Nobilion, MAI Sobiet The Littor MARINO	THE TALSE STATEMENT TO CHAMINAL CHARGES.
ENP Environmental, Inc.	
Name of submitting business	
Electronically signed and certified at the date and time indicate	d by:
Eugenia Pantony GPANTONY@ENPENVIRONMENTAL.COM	***************************************
President	
Title	
02/15/2023 09:28:16 am	
Date	

Page **4** of **4** Rev. 3-2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity:	ENP Environmer	ntal, Inc.			<u> </u>
Address: 3280 Sunri	se Highway, Suite 72				
City: Wantagh		State/Province/Territory:	NY	_ Zip/Postal Code:	11793
Country: US					
2. Entity's Vendor Identi	fication Number:	81-4137737			
3. Type of Business:	Other	(specify)	Business Corp.		
	sses of all shareholde	if necessary): ers, members, or partners of ers. If a Publicly held Corpora			•
this section. If none, explain.					
	W Broadway, Long B	each, NY 11561 - Owns 100%	of ENP Environme	ntal, Inc.	
a separate disclosure fo disclosure shall be upda performance of the con	rm for each affiliated ted to include affilia tract.	nd their relationship to the fir d or subsidiary company that ted or subsidiary companies i Beach, NY 11561 - Owns 100%	may take part in the not previously discl	e performance of thi osed that participate	s contract. Such

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid; post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but ar not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter? YES [] NO [X]

	(a) Name, title, business address and telephone number of lobbyist(s):					
	(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.					
	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):					
	TION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the purpose of executing Contracts.					
	igned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her , true and accurate.					
	lly signed and certified at the date and time indicated by: ntony [GPANTONY@ENPENVIRONMENTAL.COM]					
Dated:	02/15/2023 09:29:41 am					
Title	President					

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BUYER Timothy Funaro

TELEPHONE 516-571-7720 BID NUMBER 92678-09452-208-

Dated: Ad. 08/18/2022

BID OF ENN® DATE
September 45, 2022
11:00 4 M. ED.S.T. &

REQUISITION NUMBER

Ш

OPENED 11

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

Lead Removal Services

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OFFIERWISE SPENFIED.

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF

PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Various Nassau County Locations

GUARANTEED DELIVERY DATE

_DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER ENP Environmental, Inc.

ADDRESS 3280 Sunrise Highway, Suite 72

CITY Wantagh

STATE NY

ZIP CODE 11793

TELEPHONE 516-394-2400

tiege for the

Fusc

Eugenia Pantony, President

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

- 1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole of any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and
- Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
- Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
- DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order,
- 13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
- Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern,
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be rendered on County claim forms.
- 20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract,
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished. That all deliveries will not be inferior to the accepted bid sample.
- LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
- No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Bidders Name: ENP Environmental, Inc.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD,

Address	3280 Sunrise	e Highway, Suite #72, W	/antagh, NY 11793	
Telepho	one No: 516-39	4-2400	Fax No:	
State Whether: A Corporation		A Corporation	Corporation	
		Individual		
		Partnership		
		GUI	DELINES FOR DIS	CLOSURE
MUST E	BE PROVIDED		TYPE OF OWNERSHIP. (PLEASE L	ADDRESSES OF ALL PRINCIPALS. DISCLOSURE IST ALL REQUIRED INFORMATION ON A
1)	Sole Propriet	orship/Individual. ⁻	The Name and Home Address of th	e Sole Proprietorship/Individual.
2)	Closely Held	Corporation. The N	Name and Home Addresses of all Si	nareholders, Officers and Directors.
3)	Publicly Trad	ed Corporation. Or	nly the page(s) of the SEC FORM 10	0-K setting forth the name of all officers and
4)	Not for Profit	: Corporation. The	Names and Home Addresses of all	members, Officer and Directors.
5)	Partnership.	The Names and Ho	ome Address of all General and Lim	nited Partners.
6)	Limited Liabi	lity Company. The	Names and Home Addresses of all	Members.
7)	Limited Liabi	lity Partnership. Th	ne Name and Home Addresses of a	ll Members.
8)	Joint Ventur	e. The Names and	Home Addresses of all Joint Ventu	res.
	IE CASE OF PL			L PRINCIPALS OF THE TIERED ENTITY. K SUFFICES AND HOME ADDRESSES ARE NOT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

3

BIDDER'S NAME:	ENP Environm	<u>QUALIFICATION 5</u> ental, Inc.	FATEMENT	
ADDRESS: 328	0 Sunrise Highway,	Suite #72, Wantagh	, NY 11793	
1. STATE WHETHE	ER: CORPORATION	X IND	IVIDUAL	PARTNERSHIP
2. IF A CORPORAT PRESIDENT	TION OR PARTNERSHIP	LIST NAME(S) AND ADE Broadway, Long Beach, NY 1		ER(S) OR MEMBER(S)
VICE PRESIDEN			ay, Long Beach, NY 115	61
SECRETARY	Eugenia Pantony	507A W Broad	way, Long Beach, NY 11	561
TREASURER	Eugenia Pantony	507A W Bro	adway, Long Beach, NY	11561
3. HAVE YOU FILE IF SO WHEN?	D A QUALIFICATION ST	ATEMENT WITH THE CO	DUNTY OF NASSAU?	NO
4. HOW MANY YEA	ARS HAS YOUR ORGANIZ	ZATION BEEN IN BUSIN	ESS UNDER YOUR F	PRESENT NAME? 5
5. HAVE YOU, OR IF SO, WHERE	YOUR FIRM, EVER FAILE AND WHY?	ED TO COMPLETE ANY	WORK AWARDED TO	O YOU? NO
6. IN WHAT OTHE	R LINES OF BUSINESS A	RE YOU OR YOUR FIRM	1 INTERESTED? As	bestos Abatement, Mold Remediation
7. WHAT IS THE E	EXPERIENCE OF THE PRI	NCIPAL INDIVIDUALS (OF YOUR ORGANIZA	TION RELATING TO THE SUBJECT
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE TYPE OF WO	
Gina Pantony	President	12 years	Construction	Officer
8. IN WHAT MANN	NER HAVE YOU INSPECT	ED THIS PROPOSED W	ORK? EXPLAIN IN E	DETAIL
ALL BIDS MUST B	E F.O.B. DESTINATION ANI	O INCLUDE DELIVERY WIT	HIN DOORS UNLESS	OTHERWISE SPECIFIED.
BIDDER SIGN H		DDER	Pres Pres	ident TITLE

9. THE CONTRACT, IF AWARI NAME AND PRESENT POSITIO		VILL HAVE THE PERSONAL SUPERVISION OF W	/HOM? GIVE
Peter Grande, Project Manager			
REFERENCES SHOULD INVOLV	/E PROJECTS AND/OR SERVICE	OVIDING THREE (3) REFERENCES OF PAST PE SITUATIONS OF SIMILAR SIZE AND SCOPE T	O THIS BID.
RESERVES THE RIGHT TO CO PERFORMANCE IN ORDER TO	NTACT ANY OR ALL OF THE RE	WITHIN THE LAST THIRTY-SIX (36) MONTHS. FERENCES SUPPLIED FOR AN EVALUATION OF ITY OF THE BIDDER BEFORE THE ACTUAL AW IS REQUIRED.	PAST
	OF ITS AGENCIES) MAY BE LIST HE THREE REQUIRED REFEREN	ED AS AN ADDITIONAL REFERENCE, BUT MAY ICES.	NOT BE
1. REFERENCE'S NAME:	Russo Development Enterprises, Inc		
ADDRESS: 67 East Avenue, Lawrence, NY 1155	59		
TELEPHONE: 516-239-1650 CONTRACT DATE: 2021	CONTACT PERSON	Mike Richmond	
2. REFERENCE'S NAME: ADDRESS: 245	Catholic Health Services Old Country Road, Melville, NY 11747		
TELEPHONE: 516-705-1922 CONTRACT DATE: 2021	CONTACT PERSON	Philip Polo	
3. REFERENCE'S NAME:	NYC DEP		-
ADDRESS: 59-1	7 Junction Blvd, Elmhurst, NY 11373		
TELEPHONE: 845-340-7257 CONTRACT DATE: 2021	CONTACT PERSON	Scott Papaelias	-
	STINATION AND INCLUDE DELIVER	RY WITHIN DOORS UNLESS OTHERWISE SPECIFIED	<u>)</u> .
BIDDER SIGN HERE	BIDDER	President TITLE	

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

ALL BIDS MUST BE F.O.B. DE	STINATION AND INCLUDE DEL	IVERY WITHIN DOORS	untess otherwise specif President	IED.
ALL BIDS MUST BE F.O.B. DE	STINATION AND INCLUDE DEL	IVERY WITHIN DOORS		IED.
				·
		·		
re to disclose information	shall be grounds for disquali	fication or termination	n of any award.	
ef and are made in good fa	aith, including data contained	d in the Organization's	s Relevant Experience. A f	alse certification
tife that all the statement	s contained in this documen	t are true complete a	nd correct to the best of m	iv knowledge ar
	USE SEPARATE PAGE IF	ADDITIONAL SPACE	IS NEEDED.	_
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IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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Pursuar persons	nt to General Municipal Law Section 103-g, which generally sengaged in investment activities in the energy sector of I	reprohibits the County from entering into contracts fran, the Bidder submits the following certification:	
PLEASI	E CHECK ONE:		
Ø	By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.		
OR			
	I am unable to certify that the Bidder does not appear or to paragraph (b) of subdivision 3 of Section 165-a of the signed statement setting forth in detail why I cannot so o	State Finance Law. I have attached a	
Dated:	4/14/2023	(Signature of Bidder)	
		Print Name: Eugenia Pantony	
		Print Title: President	

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuan persons	nt to General Municipal Law Section 103-g, which generall engaged in investment activities in the energy sector of	y prohibits the County from entering into contracts v Iran, the Bidder submits the following certification:
PLEASI	E CHECK ONE:	
\square	By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.	
OR		
	I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.	
Dated:	4/30/2023	(Signature of Bidder)
		Print Name: Eugenia Pantony
	•	Print Title: President

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002.

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the Country Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract,

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

ALL BIDS MUST BE F.O.B. I	DESTINATION AND INCLUDE DELIVERY WITH	IN DOORS UNLESS OTHERWISE SPECIFIED.
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	BIDDER	TITLE

FORMAL SEALED BID PROPOSAL 92678-09152-208

replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licenser, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

<u>Disclosure of Conflicts of Interest</u>. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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INDEMNIFICATION:

Contractor agrees to Indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, <u>provided, however</u>, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and <u>provided, further</u>, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- •The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- •The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein; shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDV0B and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded-the contract, the successful proposer will be required to provide a copy of the <u>Lobbyist Registration and Disclosure Form</u>, completed and verified by that individual/organization.

PLEASE NOTE:

• If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract

document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the Office of Purchasing receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the Office of Purchasing will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the Office of Purchasing, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

Value of Contract	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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	BIDDER	TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Lead Removal Services** service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be made under Blanket orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the spedifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made	Upon Award		Days A/R/O.
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Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********	***VENDOR CLAIM CERTIFICATION**************
IF A CLAIM VOUCHER IS NOT BEING SUBMITTED,	, THE FOLLOWING CERTIFICATION <u>MUST</u> APPEAR ON THE INVOICE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE President
BIDDER TITLE

TITLE

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.			
CLAIMANT NAME	DATE		
BY (SIGNATURE)	TITLE		
*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLET	ED WILL BE RETURNED TO YOU UNPAID**		
Vendors may download claim form NIFS560 at the following URL:			
http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified. ***********************************			
Claimant Name	Date		
By Signature	Title		
CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY CO	MPLETED WILL BE RETURNED TO YOU UNPAID.		
Vendors may download claim form NIFS560 at the following URL:			
http://www.nassaucountyny.gov/agencies/Comptroller/I	Oocs/PDF/ClaimVoucherFormBlank.pdf		
RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.			
METHOD OF BIDDING: Please submit unit price in the appropri	ate column,		
PRICE DISCREPANCY : In the event of a discrepancy between a govern.	the unit price and the extension price, the unit price will		
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WI	THIN DOORS UNLESS OTHERWISE SPECIFIED.		
BIDDER SIGN HERE	President		

BIDDER

BIDDER SIGN HERE ____

FORMAL SEALED BID PROPOSAL 92678-09152-208

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970. BIDDER SHALL STATE WARRANTY PERIOD: NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point. BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE: **TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly. **REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions. **PRICE PROTECTION:** Bidders are required to state period of price protection (In terms of days) after the bid opening. STATE PRICE PROTECTION PERIOD: _____ DAYS AFTER BID OPENING **EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bld or relief there-from, except as specifically stated in the Purchase or Blanket Order.

President

TITLE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER

FORMAL SEALED BID PROPOSAL 92678-09152-208

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of
current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
Certificate of Insurance name the County of Nassau as co-insured:
Or ·
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NONPERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

DO NOT CONTAIN ANY TOXIC SUBSTANCES.

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED

X_	Signature	President Title	9/13/27 Date
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<u>AL</u>	l bids must be f.o.b. destinatio	on and include delivery within doors unless otherwise	. <u>SPECIFIED</u> ,

President

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ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH INTOETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty	of perjury under the laws of the State of New		
this	day of	, 20	as the act and deed of said Corporation or Partnership.
Identifying Data:			
Potential Contractor:	ENP Environmental, Inc.		
Address:	3280 Sunrise Highway, Sulte #72		
Street:			
City, Town, etc:	Wantagh, NY 11793		
Telephone:	516-394-2400	Title	President
If applicable, respons	ible Corporate Officer		
Name Eugenia Pantony	<i>l</i>	Title	e President
Signature:	gence Partony		Sign Here
FAILURE TO	COMPLETE THIS FORM AND S AUTOMATIC RE		opriate place shall result in He bid.
<u>ALL BIDS MUST BE</u>	F.O.B. DESTINATION AND INCLUDE DELIV	VERY WITHIN DOO	rs unless otherwise specified.
bidder sign he	REBIDDER		President TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

PRES MUST be inserted with TYPEWRITER OR INK. Entries with WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders MUST state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprletor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

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FORMAL SEALED BID PROPOSAL 92678-09152-208

Qualification statement MUST BE COMPLETED and submitted with bid. See page 4 for further details

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

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Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2, Clarification of Terms

a. <u>Awarded</u>. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. <u>County Service Contract</u>. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.
- c. <u>County Financial Assistance</u>. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

d. Employee and Employer.

- i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:
- A. Any person hired by a County contractor specifically to work on the County Service Contract at issue
- B._Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract
- ii. An Employee is not:
- A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

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See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

- 3. Amendments, Extensions and Renewals
- a. <u>Renewals and Extensions</u>. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.
- b. Determination of Applicability.
- 1. County Service Contracts.
- A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.
- B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.
- ii. County Financial Assistance Agreements.
- A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.
- B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.
- iii. <u>County Leases</u>. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage I aw.

See Living Wage Law, §10(a) "Other Provisions"

- 4. Waiver of the Law
- a. Application of the Provision
- i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

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- ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.
- b. <u>Request for a Walver</u> The following procedures have been established by the County Executive for requesting a walver of the provisions of the Living Wage Law:
- i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.
- ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.
- iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid of proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (assuming the Living Wage Law applies), and the amount of the budget allocated to services and other contract expenses.
- A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.
- B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.
- Iv. A waiver request must contain the following information:
- A. The name of the organization
- B. The address of the organization
- C. A brief description of the contract which the waiver pertains to.
- D. The name and email address of the Chief Executive Officer of the requesting organization
- E. The criteria (hereinafter, the "Criteria") for qualifying for a walver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:
- 1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

<u>OR</u>

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY \	WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
BIDDER SIGN HERE P	President
BIDDER	TITLE

OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

<u>or</u>

- 4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:
- i. Non-residential domestic violence services under the New York Social Services Law.
- ii. Services under the Home Energy Assistance Program (HEAP)
 Preventive services for children pursuant to the New York Social Services Law
 Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

- 5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.
- F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.
- G. The notarized signature of the requesting organization's Chief Executive Officer.
- v. A request must be accompanied by documentation supporting the Criteria daimed by the requesting organization,
- A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.
- B: If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.
- C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.
- vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance Attention: Living Wage Walver Request Office One West Street – 4th Floor

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Mineola, New York 11501

- c. Walver and Procurement
- I. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.
- ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.
- d. Review Procedures
- i. Review of a request for a waiver must be made by the Office of Compliance.
- ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.
- iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.
- IV. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do somay result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.
- e. Post-Award Review
- i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization altersits budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.
- ii. If a County department is contacted in reference to such a change, the department must either:

Armend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the LMing Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

- 5. Inter-Governmental Agreements
- a. The LIVing Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.
- b. <u>County Financial Assistance Agreements and County Leases</u>. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

- a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.
- b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:
- .-Any determination by the County Comptroller that the contractor has violated any provision of the Law.
- II. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

- a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to pald interns hired by the County.
- b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

Appendix L Certificate of Compliance In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

See Living Wage Law; § 1 "Employee," "Employer;" § 10 "Other Provisions"

The chief executive officer of the Contractor is:

Eugenia Pantony			(Name)
3280 Sunrise Highway, Suite #72, Want	tagh, NY	11793	_ (Address)
516-394-2400		(Teleph	one Number)

me Law or (2) as applicable, obtain a wai	with the requirements of the Nassau County Living ver of the requirements of the Law pursuant to contractor does not comply with the requirement
<u>all bids must be f.o.b. destination and include deliv</u>	VERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.
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FORMAL SEALED BID PROPOSAL 92678-09152-208

TITLE

of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

or bene	eent agency to have violated federal, state, or local laws regulefits, labor relations, or occupational safety and health. If a ed against the Contractor, describe below:	violation has	been
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or inve	s, labor relations, or occupational safety and health. If such stigation has been commenced, describe below:		acción,
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OFFICE OF PURCHASING COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL 92678-09152-208

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Eugenia Pantony

Name of Chief Executive Officer

Sworn to before me this

13th day of

2008. 2027

Notary Public

Charlene Badal
Notary Public - State of New York
No. 01 BA6222806
Qualified in Kings County
My Commission Expires June 1, 20

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NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

- a. "Public Works" and "Building Services" Definitions
- i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).
- ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.
- b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.
- c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.
- d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:
- i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- III. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.
- iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

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FORMAL SEALED BID PROPOSAL 92678-09152-208

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and Inspection by the County.

Governing Law - Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

PREBID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call _for an appointment to visit the site.

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SPECIFICATIONS

1. THE PURPOSE OF THIS BID IS TO PROVICE FOR A LEAD MATERIAL REMOVAL SERVICE (HAZARDOUS MATERIAL MANAGEMENT SERVICE) OF ALL THE HORIZONTAL AND VERTICAL SURFACES, EXCLUSIVE OF CEILINGS, WALL, WINDOWS AND ALL DOWN RANGE AREAS DENOTED BY THAT AREA BEYOND THE FIRING LINE BOOTH OF THE:

NASSAU COUNTY RIFLE RANGE ONE CHARLES LINDBERG BLVD. UNIONDALE, NY 11553

- 2. VENDOR SHALL COMPLY WITH ALL REQUIREMENTS OF COUNTY, STATE AND FEDERAL LAWS, ORDINANCES AND REGULATIONS, AND SHALL FURNISH EVIDENCE OF PERMITS, CERTIFICATES, ETC. IF REQUESTED TO DO SO.
- 3. A WIPE SAMPLE SHALL BE TAKEN ACCORDING TO THE FOLLOWING SCHEDULES TO DETERMINE THE EFFECTIVENESS OF THE CLEANING ACTIVITIES WITHIN EACH RANGE.
 - A. COMPLETE SET SEMI-ANNUALLY
 THREE (3) RANDOM SAMPLES TAKEN MONTHLY
 - B. SET (*) 2 FLOOR SAMPLES 1 FIRING LINE SAMPLE FROM STAINLESS STEEL SURFACE
 - (*) A SAMPLE SHALL BE TAKEN BEFORE AND AFTER CLEANING TO DETERMINE EFFECTIVENESS.
- 4. WIPE SAMPLES ARE TO BE ANALYZED BY AN ACCREDITED INDEPENDENT LABORATORY. REPORTING ANALYSIS OF pb IN PPM/IN2
- 5. LEAD CLEANING TO BE DONE UTILIZING METHODS WHICH LEAVE LESS THAN 220 PPM/IN2 IN LEAD RESIDUE AS MEASURED BY LAB ANALYSIS. AT PRESENT A 1.25% SOLUTION BY WEIGHT OF "ALCONOX" HAS GIVEN THESE RESULTS WITH COMPLETE VISUAL SATISFACTION TO THE RANGE MANAGEMENT. ANY CHANGE IN THIS PROCEDURE IS AT THE DISCRETION OF THE VENDOR, PROVIDED VERIFICATION OF CLEANLINESS CAN BE PROVEN AND WITH THE APPROVAL OF THE NCRR MANAGEMENT. THE WASTE GENERATED SHALL NOT BE MORE HAZARDOUS AS A RESULT OF ANY CHANGES.
- 6. THE LEAD CONTAMINATED SOLUTION IS TO BE COLLECTED AND STORED AT AN APPROVED FACILITY LOCATION IN APPROVED D.O.T. CONTAINERS TO BE SUPPLIES BY VENDOR.
- 7. WHEN CONTIANER (DRUM) IS FILLED, VENDOR TO ARRANGE FOR TRANSPORTATION AND DISPOSAL OF WASTE THROUGHT AUTHORIZED AND LICENSED FIRMS.
- 8. VENDOR EMPLOYEES SHALL BE ADVISED OF ALL HEALTH AND SAFETY PROTOCOL IN ACCORDANCE WITH 29 CFR 1910 AND BE PROVIDED WITH PROTECTIVE CLOTHING AS WELL AS APPROPRIATEV RESPIRATORY PROTECTION FROM RELEASE OF OXIDES OF NITROGEN DURING CLEANING PROCESS BY COUNTY.
- 9. IT IS RECOGNIZED THAT THE VENDOR IS PROVIDING PROFESSIONAL CONSULTING SERVICES. IT MAY BE REQUIRED TO HOLD INTEROFFICE MEETINGS FOR PLANNING AND SCHEDULING, COMMUNICATIONS WITH COUNTY EMPLOYEES RELATED TO THESE SERVICES, PREPARATION OF REPORTS AND COMMUNICATION WITH WASTE HAULERS, LABORATORIES, ETC., AIMED AT PROVIDING QUALITY HAZARDOUS MATERIAL MANAGEMENT SERVICES. THESE CHARGES ARE TO BE VERIFIABLE BY PROVIDING DOCUMENTATION REFLECTING THESE SPECIFIC ACTIVITIES

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Estimated Annual Usage \$275,000.00

PRICING AS PER SPECIFICATIONS, TERMS AND CONDITIONS OUTLINED ON PREVIOUS PAGES:

PRICE SUMMARY:

1)	HAZARDOUS MATERIA	AL LABORER	\$115.00 /PER HOUR
2)	HAZARDOUS MATERIA	AL TECHNICIAN	\$110.00_/PER HOUR
3)	HAZARDOUS MATERIA	AL CONSULTANT	\$ <u>75.00</u> /PER HOUR
4)	STAINLESS STEEL SPE	AYER	\$ <u>10.00</u> /PER HOUR
5)	HAZARDOUS MATERIA	AL VACUUM	\$ <u>10.00</u> /PER HOUR
6)	DISPOSABLE CHEMICA	AL RESISTANT CLOTHING	\$ 75.00 _/PER SET
7)	MISCELLANEOUS SUP (SQUEEGES, DRUMS,		\$250.00 TOTAL MISC./PER MONTH
8)	LABORATORY SAMPLE	TESTING	\$ 45.00/PER SAMPLE
9)	DRUM DISPOSAL AND	TRANSPORTATION A) FIRST DRUM	\$ 275.00 /(INCLUDING SAMPLE ANALYSIS)
		B) SECOND DRUM AND THEREAFTER, NOT TO EXCEED	\$ <u>275.00</u> /PER DRUM

ALL PERSONNEL WILL BE <u>REQUIRED</u> TO SIGN IN AND OUT AT THE RANGE TO VERIFY THEIR ACTIVITIES AND TIME SPENT ON DECONTAMINATION.

Additional services locations can be added to the purchase blanket order with written quote and amendment.

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Author 175 60 NB 72.60 75.00 78.00	2	HAZARDOUS MATERIAL TECHNICIAN	a.		150.00	NB	58.60	110.00	147.00									
ANN GESS STEEL SPRAYER Par Hr. 20.00 NB 6.80 10.00 1	60	HAZARDOUS MATERIAL CONSULTANT	D.	er Hr.	175.00	R	72.60	75.00	138.00									
SPOSABLE CHEMICAL VACUUM Per Hr. 20.00 NB 10.00 10	4	STAINLESS STEEL SPRAYER	D.	er Hr.	20.00	EN.	6.80	10.00	1.00									
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Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

PUBLIC BID OFFICÉR



FORMAL BID RECOMMENDATION

BID NUMBER 92678-09152-208

OPEN September 22, 2022

TITLE: Lead Removal Services DATE: March 21, 2023

TO: BUYER - Timothy Funaro

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results
ate: March 21, 2023 o: Supervisor From: Buyer Timothy	Items	Bidder
unaro		Recommend an award be given to ENP
		Environmental Inc. as the lowest responsible
ist of recommended awards in accordance with the tattached summary is shown in column at right. The ason for award to other than low bidder is indicated in the reverse side of this page.	d	bidder meeting specifications and bid terms.
1. The F	***************************************	The apparent law hidder Total Environments
Marche / Livere		The apparent low bidder Total Environmenta Restoration Solutions (TERS) has withdrawn
Dayer		Their bid.
Pate:		THOU SIGN
o: Director From: Supervisor		
Concur Disagree (See Reverse)		
Date: 34123		
Allo.		
From: Director		
L_V Approved for Award Approved for No Award	.'	
Hold award pending discussion		
NO Subject to Legislature Approval		
VES Subject to Logislature Approval		
YES Subject to Legislature Approval		
A A Director		

Memo

To:

Thomas Montefinise

From:

Timothy Funaro

cc:

Claudia Colasurdo

Date:

03/27/2023

Re:

Formal Sealed Bid 92678-09152-208 Title Lead Removal Services

The apparent low bidder Total Environmental Restoration Solutions (TERS) has withdrawn their bid. ENP Environmental Inc. was found to be the second lowest bidder.

The bases for this award is from two invoices received from the Nassau County Department of Parks Recreation and Museums for the month of July and August of 2022. There were 128 hours of labor for hazardous material laborer, 128 hours for hazardous material technician, 32 sets of disposable chemical resistant clothing, 256 hours of hazardous material HEPA equipment including filters and vacuum bags used and 18 sets misc. supply used. From these two invoices the below chard was created.

Misc. Supplies	\$1000.00	\$600.00	\$1,920.00	\$20,000.00	\$5989.00 ** \$20,101.00 **
Equipment	\$2,560.00	\$256.00	\$2,201.60	\$5,120.00	
HEPA	256 @ 10.00 =	256 @ 1.00 =	256 @ 8.60 =	256 @ 20.00 =	
Clothing	32 sets @ 75.00 = \$2,400.00	32 sets @ 40.00 = \$1,280.00	32 sets @ 12.60 = \$ 403.20	32 sets @ 100.00 = \$3,200.00	32 sets @ 12.60 = \$403.20 **
Technician	128 hrs. x 110.00 = \$14,080	128 hrs. x 147.00 = \$18,816.00	128 hrs. X 58.60 = \$ 7,500.80	128 hrs. x 150.00 = \$19,200.00	128 hrs. x 58.60 = \$7,500.80 **
laborer	128 hrs. X 115.00 = \$14,720	128 hrs. x 147.00 = \$18,816.00	128 hrs. X 48.50 = \$6,208.00	128 hrs. X 150.00 = \$19,200.00	128 hrs. x 48.50 = \$6,208.00 **
	ENP	192 Branch	Total Environmental	G.C. Upstate	Latelier D Formulation Inc.

Based on the above chart the award was given to the lowest bidder Total Environmental Restoration Solutions Inc. (TERS).

*** The lead removal Services contract is basically a labor where the labor cost makes up 75% of the cost. The bid that Latelier D Formulation Inc. submitted was for the cleaning solution to remove the lead only. To award to Latelier D Formulation Inc. would require hiring additional personnel as well as incur additional costs such as clothing and other Equipment. For these reasons they were disqualified. The labor rate used for Latelier D Formulation Inc. as well the clothing cost are the lowest rate/ cost for that item and is given for illustration purposes only actual cost may vary.

Funaro, Timothy G

From:

Paul Diouhy <paul@ters.com>

Sent:

Tuesday, March 21, 2023 10:16 AM

To:

Gary Shaked; Funaro, Timothy G

Subject:

RE: TERS - WCB

Importance:

High

Follow Up Flag:

Follow up

Flag Status:

Flagged

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Morning Timothy,

Thank you for all your correspondence regarding this bid. Unfortunately, we would like to formally withdraw our bid and have that put on official record. Please send confirmation when this is completed.

Thank you

Paul Blonky

TERS Total Environmental Restoration Solutions Inc.

410 East Route 59, Nanuet, NY 10954.

Email: paul@ters.com Web: www.ters.com

Office: 845-623-3221 Mobile: 845-323-7086 Fax: 866-805-3225 Emergency: 877-777-3117

Serving: New York (NY), New Jersey (NJ), Connecticut (CT), Rhode Island (RI), Massachusetts (MA), Pennsylvania (PA), Delaware (DE), Maryland (MD) and New York City (NYC)

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Please consider the environment before printing this e-mail.

From: Gary Shaked <gs@ters.com>

Sent: Tuesday, February 14, 2023 9:25 AM

To: Funaro, Timothy G <tfunaro@nassaucountyny.gov>

Cc: Paul Dlouhy <paul@ters.com>

Subject: TERS - WCB Importance: High



Dear Timothy,

We contacted the WCB, and all issues listed below have been resolved. We have been told that you can see that on your end today after 10 am.

Thanks & Happy Valentine's Day!

Gary Shaked - President

TERS Total Environmental Restoration Solutions Inc.

410 East Route 59, Nanuet, NY 10954.

Email: gs@ters.com Web: www.ters.com
Office: 845-623-3221 Cell: 914-707-0183
Fax: 866-805-3225 Emergency: 877-777-3117

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This message has been sent as a part of discussion between TERS and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.

<u>Disaster Recovery - Fire & Water Damage Restoration - Emergency Environmental Cleanup - Document Recovery - Electronics Restoration - Air Quality Assessment - Mold Testing and Remediation - Lead Abatement - Asbestos Removal - Biohazard Cleanup - Archives Digitization - Document Preservation - We are Serving U.S. and Canada</u>

From: Funaro, Timothy G < tfunaro@nassaucountyny.gov>

Sent: Tuesday, February 7, 2023 11:03 AM

To: Gary Shaked <gs@ters.com>

Subject: question

Gary,

Upon review of the disclosure form the following below was found. Please provide a statement addressing this. Was this resolved? Was there any fines or penalties? Was anybody investigated? What if any corrective action was taken?

NYS Workers Compensation Board V. Total Environmental Restoration Solutions Inc.

CASE LAST REFRESHED: 1 YEAR AGO

NYS Workers Compensation Board, filed a(n) Workers Compensation - Labor and Employment case represented by Mcginn, James Raymond, against Total Environmental Restoration Solutions Inc, in the jurisdiction of Rockland County. This case was filed in Rockland County Superior Courts Rockland County Supreme Court.

Case Details
FILING DATE
January 02, 2020
CATEGORY
Other Matters - Workers Comp App For Judgment
LAST REFRESHED
October 05, 2021
PRACTICE AREA

Labor and Employment
FILING LOCATION
Rockland County, NY
MATTER TYPE
Workers Compensation
FILING COURT HOUSE
Rockland County Supreme Court
Parties
Plaintiffs
Nys Workers Compensation Board
Attorneys For Plaintiffs
Mcginn, James Raymond

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov



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Thursday, July 7	, 2022	Filters Change	
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer		\$115.00	\$920.00
Hazardous Material Technician		\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing		2 \$75.00	
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	l'
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	1	6 \$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	
Sub-Total;			\$160.00
TESTING / SAMPLING	#of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	1 '
Sub-Total;			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	1 '
Second Drum and thereafter		\$275.00	
Sub-Total:			\$0.00
Sub-Totals:	-		
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.0
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

3010 Britis Avenue Wentigh, NY 11793-3196 Tel: (316) Tel-3690 Feri (316) Tel-3693

Fiber Control, Inc.

Client: Nassau County

1 West Street Mineola, NY 11501 Re:

Lead Removal Service Nessau County Riffe Range One Charles Lindbergh Blvd. Uniondalo, NY

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FORM NIFS560.11/98 (1084)

CLAIMANT: Fill out only those areas printed in red, SEE reverse side for instructions.

CO-155-A.3/98 REV, 10/00

, Friday, July 8, 202	Lead Removal Service					
ABOR:	# OF STAFF	Rate Per Hr.	Total Rate			
lazardous Material Laborer	8	\$115.00	\$920.00			
Hazardous Material Technician	8	\$110.00	\$880,00			
Hazardous Material Consultant		\$75.00	\$1,800.00			
Sub-Total:			\$1,800.00			
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate			
Disposable Chemical Resistant Clothing	2	\$75.00	\$ 1 50.00			
Sub-Total:			\$ 1 50.00			
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate			
Stainless Steel Sprayer		\$10.00				
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	1.6	\$10.00	\$1 60.00			
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate			
Misc. Supplies (squeeges, drums, respirators, etc)	1	\$250.00	\$250.00			
Sub-Total:			\$410.00			
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate			
Laboratory Sample Testing		\$45.00	\$0.00			
Sub-Total:			\$0.00			
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate			
First Drum (including sample analysis)		\$500,00	\$0.0			
Second Drum and thereafter		\$275.00	\$0.0			
Sub-Total:			\$0.0			
Sub-Totals:						
LABOR			\$1,800.0			
PERSONAL PROTECTION EQUIPMENT			\$150.0			
TOOLS & MATERIALS			\$410.0			
TESTING / SAMPLING			\$0.0			
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0			
Total:			\$2,360.0			

3010 Buris Avenus Wanneld, Nr. 11795-3296 Tel: (516) 751-3600 Fen: (516) 761-3600

Fiber Control, Inc.

AEREN - 8

Date: 07/08/2022

Client: Nessan County 1 West Street Mincola, NY 11501 Re:

Lezd Removal Service Nessau County Rifle Renge One Charles Lindbergh Blvd. Uniondale, NY

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Fiber Control, Inc Representatives			Name:	1) () ()	- topone
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. Thursday, July 14, 202	2	Filters Change	
LABOR;	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	\$0.00
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	'
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	1 7 - 1
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	1
Second Drum and thereafter		\$275.00	T
Sub-Total:			\$0.00
Sub-Totals:			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

3010 Burda Avenua Windisch, NY 11773-3196 Tel: (516) 781-3890 Fazi (516) 781-4189 Avenacidosbassancom

Fiber Control, Inc.

Date: 07/14/2022

Client: Nassau County

1 West Street Mincole, NY 11501 Re:

Lead Removal Service Nassau County Rifle Range One Charles Lindbergh Bivd.

Uniondals, NY

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vacuum, incl. vac baga/ea.				2	
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Laboratory Sample Testing			:	1) and the state of the state o	
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First Drum (including sample analys	ris)		1		**************************************
Second Drum and thereafter		1	- ,- ,-		\ }
Project Representative:		Nem		Alfredo	rens
		TASE	- [20]	7-11	The second secon

Fiber Control, Inc Representative:

Lignenus:

Name:

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Signature

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CO-155-A.3/98 REV. 10/00

FORM NIFS560.11/98 01000

Friday, July 15, 202	22 L	8 \$115.00 8 \$110.00 \$75.00 0F STAFF Rate per Set 2 \$75.00		
A DOD.	# OF STAFF	Rate Per Hr.	Total Rate	
ABOR: Hazardous Material Laborer	8	\$115.00	\$920.00	
Hazardous Material Technician	8	\$110.00	\$880.00	
Hazardous Material Consultant		\$75.00	\$1,800.00	
Sub-Total:			\$1,800.00	
Personal Protection Equipment:	# OF STAFF	Rate per Set	Total Rate	
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00	
Sub-Total:			\$150.00	
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate	
Stainless Steel Sprayer		\$10.00	\$0.00	
Hazardous Material HEPA equipped Vacuum Incl. vac bags / each (2 units @ 8 hrs each)	1.6	\$10.00	\$1.60.00	
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate	
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	\$0.00	
Sub-Total:			\$1.60.00	
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate	
Laboratory Sample Testing		\$45.00	·	
Sub-Total:			\$0.00	
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate	
First Drum (including sample analysis)		\$500.00	1	
Second Drum and thereafter		\$275.00		
Sub-Total:			\$0,0	
Sub-Totals:				
LABOR			\$1,800.0	
PERSONAL PROTECTION EQUIPMENT			\$150.0	
TOOLS & MATERIALS			\$160.0	
TESTING / SAMPLING			\$0.0	
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.C	
SPECIALIZED WASTE TRANSPORTATION AND DIS. CO. II.			\$2,110.0	

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3019 Buris Averus Wenneri, NY 1178-3196 Tel: (316) 781-3080 Fri: (316) 781-3083

Fiber Control, Inc.

Date: 7-15-2021

Client: Nassau County 1 West Street

Mineola, NY 11501

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Lead Removal Service Nassau County Rifle Range One Charles Lindbergh Blvd. Uniondale, NY

BOR:			# OF STAFF	
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zzardous Material Technician	1).	7-2
exidus Material Consultant	· · · · · · · · · · · · · · · · · · ·			¥
ame of Laborer(s):	Signature		, IM	OUT
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Disposal Chemical Resistant Clothin	Ž.		2	
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Hazardous Material HEPA equiposi	,	1	2	
vacuum, incl. vac baga/ea. Mist. Supplies (squeegess, drums, 1	espirators, etc.)	<u> </u>	77	
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TESTING/SAMPLING		· ·	#OF UNIT	2
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SPECIALIZED WASTE TRANS	FORATION &	DISPOSAL	# OF UNIX	
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Second Drum and thereafter				-
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***	Wanter Astrono . Person
roject Representative:	Signature: After
Fiber Connol, Inc Representative:	Name: Dilgo Comillo
Liber Colimbia cranteday and and a	Signature: DA

OUNTY C	r Nassau				CLAIM	VOUC	CHER			CLA in re	MMANT: Fill out only i	those areas printed for instructions.	
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		-		Page	5 of 8								
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Thursday, July 21, 202	2	Filters Change	
ABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	1 '
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	10	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250,00	\$0.00
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	\$0.00
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	
Second Drum and thereafter		\$275.00	-
Sub-Total:			\$0.00
Sub-Totals:			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

Fiber Control, Inc.

Date: 07/21/22

CHanc Nassan County 1 West Street Minaple, NY 11501 Re:

Lead Removel Service Nessau County Rifle Range One Charles Lindbergh Blvd. Uniondale, NY

LABOR:		,	1 1	OF STAFF					
Hazardous Material Laborer									
Perardous Material Technician		!		,					
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Name of Laborer(s):	Signaime			IN	OUT	- 1-2			
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day low too.				L					
PERSONAL PROTECTIVE EQ	ULFINEIVI	ļ	1	# STAFF					
Disposed Chemical Resistant Cloth	ing	1	\	2					
TOOLS & MATERIAL			1	# OF UNITS					
Stainless Steel Sprayer		<u>.</u>	} }	,	ď.	,			
Hazardous Material HEPA equipp vacuum, incl. vac bass/ca.				2					
Mise. Supplies (squeegees, drums.	respirators, suc.)	, i	\	2_					
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Second Drum and mercafter					-				
Project Representative:		· · · · · · · · · · · · · · · · · · ·	Neme:	Alfred.	Kw3				
		i	Signapo '	TE					
Floer Control, Inc Representative:			Mamak	4.3	Kuent &	···-			
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7/22/2022					an (8 Hours)		110.00	880.00					
7/22/2022					t Clothing (2)		75.00	150.00					
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Friday, July 22, 2022	.] ι	ead Removal Servic	e
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110,00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total;			\$1,800.00
Personal Protection Equipment :	#OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00
Sub-Total:		-	\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	\$0.00
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	\$0.00
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	\$0,00
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (Including sample analysis)		\$500.00	\$0.00
Second Drum and thereafter		\$275.00	\$0.00
Sub-Total:			\$0.00
Sub-Totals:			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150,00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	 		\$0.00
Total:			\$2,110,00

2010 Berry Avens Wennegh, NY 11783-1296 Tel: (316) 781-3083 Ven: (516) 781-3883

Fiber Control, Inc.

Date: 7-22-2022 Re: Lezil Remoyal Service Nesseu County Rifle Rense Out Charles Lindbergh Blvd Client: Nassau County Uniopoials, NY i West Street Mineola, NY 11501 LABOR: # OF STAFF Hazardous Meterial Leborer Hazardous Material Technician Hezardous Material Consultant OUT Name of Laborer(s): Signature PERSONAL PROTECTIVE EQUIPMENT # STAFF Disposal Chemical Resistant Clothing TOOLS & MATERIAL # OF UNITS Stainless Steel Sprayer Hezardous Material HBPA equipped vacuum, incl. vac bass/ea. Miso. Supplies (squespess, drums, respirators, etc.) #OF UNITS TESTING/SAMPLING Laboratory Sample Testing SPECIALIZED WASTE TRANSPORATION & DISPOSAL # OF UNITS First Drum (including sample enslysis) Second Drum and thereafter Nema Astrada Project Representative: स्रोड्डाध्यक्ष्यक्र Fiber Control, Inc Representative: Name

Signature

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7/28/2022		Hazardo	us Materia	al Labo	orer ((8 Hours)	115.00	920.00				
						(8 Hours)			110.00	880.00		
7/28/2022							75.00	150.00				
7/28/2022					-	lothing (2)						
7/28/2022	Haz. I	Mat: HEP	'A Equip. \	√ac. (2	. Uni	ts @ 8 Hrs e	ea.)		10.00	160.00		
			Page	⊋7 of 8	3			(D) 1	OTAL CLAIMED 🌬	2.1	10.00	
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Thursday, July 28, 202	2	Filters Change	
ABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110,00	\$880.00
lazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment:	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	<u> </u>
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	<u> </u>
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.0
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	,
Sub-Total:			\$160.0
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	1
Sub-Total:			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	.1
Second Drum and thereafter		\$275.00	
Sub-Total:		<u> </u>	\$0.0
Sub-Totals:			
LABOR			\$1,800.0
PERSONAL PROTECTION EQUIPMENT			\$150.0
TOOLS & MATERIALS			\$160.0
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

3010 Burn: Avenue Wennigh, NY 11723-1236 Tel: (516) 731-3600 Fan: (516) 731-2026 Esta (516) 731-2026

Fiber Control, Inc.

ROOF HERS

Date: 07/28/2022

Ret

Lead Removal Sarvice Nassau County Rifle Range One Cherles Lindbargh filve

Client: Nassau County 1 West Street Mineola, NY 11501

Uniondale, NY

LABOR:				#OF STAFF	
Rezerdous Material Leborer		(0	
Fezardous Material Technician			\	7	
Hazandous Material Consultant		i	}	. ,	7
Name of Laborer(s);	Signature			IN	OUT
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Rical Folado.	ALLE S	55	1 B <i>2</i> 4	\$ 500	600
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PERSONAL PROTECTIVE EQUI	FMENT		<u></u>	#STARF	7 m - 1
Disposal Chemical Resistant Clothing				2	
TOOLS & MATERIAL				# OF UNITS	
Stainless Steel Sprayer		!			**
Hazardona Manadel HEPA cquipped vacuum, incl. vac bagalea				2_	
Misc. Simplies (squeegees, drums, re	spirators, etc.) ,		}	2	
TESTING/SAMPLING			•	# OF UNITE	
Laboratory Sample Testing					
SPECIALIZED WASTE TRANSP	ORATION &	DISPOSAL		# OF UNITS	
First Dawn (including sample easly)	is)	•		\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	
Second Drum and thereafter	1 1000				,
Project Representative:			Neurs	Afred	0. Puiz
Fiber Convol. Inc Representative:		<u>.</u>	Name	- V	Remarks

n				CLAI	M VOUC	HER		CLA in re	MANT: Fill out only tho d. SEE reverse side for	searcas printed instructions			
TY OF NASSAU	INVOICE NU		25			DOCUMENT # J			1i				
		692	20		(FOR NASSAU COUN	TY DEPARTME	ENT USE ONLY)					
ORDER/CONTRACT NO	Э.				Bl	ANKET ORDER NO.				•			
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NDOR INFORMATION:	NUMBER (9)		SUFFIX (2)		DISCOU	TAUOMA T		UD (2)	DISCOUNT DATE by (4)	P. (2)			
112855741 112855741 112855741 112855741 112855741 112855741			⑤ —		CLAIMANTS CERTIFICATION I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempl are included; and that any amounts claimed for disbursements have actually and necessarily been made included; and that any amounts claimed for disbursements have actually and necessarily been made if luther certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source. 8 RALPH PANTONY								
DR (30) WANTAGH	NY 11793				∘ R	ALPH PAI	NOU,	Y	7/29/20				
DR (BU)					Claiman		() —		Date				
(36)					X	# LAF			PRESID Title	ENI			
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(30)					GEP1. GC	JUDS OR SERVICES DEL VASSAU COUNTY DEP VASSAU COUNTY RIFL	T. OF PARKS & E RANGE	RECREATION	10 NET3	30			
DATE DELINERED			ITEMIZ	ZATION				UNIT PRICE	AMO	LINT			
7/29/2022	1	Hazardoi.	ıs Materia	al Labo	orer (8	3 Hours)		115.00	920	920.00			
7/29/2022	1					(8 Hours)	_	110.00	880.00				
	1							75.00	150	0.00			
7/29/2022 Disposable Chem. Resis 7/29/2022 Haz. Mat. HEPA Equip. Vac.							160.00						
			Page	8 of	8			12) TOTAL CLAIMED	2,1	10.00			
r Nassau County Departr	nent Use Only:			blo noe elple	n vaucha	r. The Invoice may be	charned to m	ore than one account code.					
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FORM NIFS560,11/9) B (\$KP\$C)			_	COMPT	ROLLER COPY			Oth (33:W/9)	** 1 CH-V* 10/10/			

Friday, July 29, 202	2 L.	ead Removal Servic	e
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment:	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2.	\$75.00	\$150.00
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	1
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	1
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	1
Second Drum and thereafter		\$275.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Sub-Total:			\$0.0
Sub-Totals:			
LABOR			\$1,800.0
PERSONAL PROTECTION EQUIPMENT			\$150.0
TOOLS & MATERIALS			\$160.0
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

3010 Buris Ayrilla Wandah, NY 11792-1296 Tal: (510) 761-1686 F221 (510) 761-1685

Carrillo.

Signamur:

Fiber Control, Inc.

Dete: 07-79-2022

Re:

Lead Removal Service Nassau County Rifle Range One Charles Lindbargh Blvd. Uniondale, NY

Client: Nassau County 1 West Street Minsols, NY 11501

Fiber Control, Inc Representative:

#OFSTAFF LABOR Hazardona Material Leborar Herardous Metatial Technician Hazardous Meterial Consultant OUT Name of Laborer (s): # STAFF PERSONAL PROTECTIVE EQUIPMENT Disposal Chemical Resistant Clothing # OF UNITS TOOLS & MATERIAL Stainless Steel Sprayer Hazardora Maisrial HEPA equipped vacuum, incl. vac baga/ca. Misc. Supplies (squeegees, drums, respirators, etc.) #OF UNITS TESTING/SAMPLING Laboratory Sample Testing SPECIALIZED WASTE TRANSPORATION & DISPOSAL # OF UNITS First Drum (including sample analysis) Second Drum and thereafter Alcodo Names Project Representatives

U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

PAYROLL

U.S. Wage and Hour Division
Rev. Dec 2008

22456960 NET WAGES PAID FOR WEEK # 280003 # 2800001 # 280002 364,51 OMB No.: 1235-000 379.45 319.94 246.58 Expires: 07/31/202 BPNC16000039/POPK17000 6 PROJECT OR CONTRACT NO. 9B.13 142.70 TOTAL DED. 61,82 83,19 047 ᅋᄺ 79.72 30.10 30.97 30,88 (B) DEDUCTIONS LOCA 0.00 9,27 7.20 3.44 14,96 STAT 12.11 9.72 4.68 교절 17.99 WITH-HOLDI NG 0.00 0.00 6.32 23.60 35,39 32.88 36.61 FICA #### 排料排料 ### PROJECT / AL GROSS AMOUNT EARNED E 308.40 462.64 462.B4 162.64 3010 Burns Ave Wantagh, NY 11793 57.83 RATE 57,83 30,55 57.83 38,55 57,83 38.55 38.55 ₽¥ 9 Lead Removal Sevices PROJECT AND LOCATION 투속증 0 0 Ø φ 0 9 ω 0 ಛ 07/10 0 0 0 S 0 Đ D 0 D 60/70 S) 0 0 o 0 0 0 0 ø HOURS WORKED EACH DAY 07/08 r O ۵ (4) DAY AND DATE щ æ 0 0 О 0 0 , B 07/07 F 0 0 o φ ٥ 0 ۵ 07/06 Νe 0 0 o O o o 0 0 C3/20 12 ت 0 0 0 0 0 Ç v 07/10/2022 07/04 ΜÖ 0 0 0 0 0 0 0 0 FOR WEEK ENDING S 0 S 0 S Q Ø Ø Ö 0 (i) Ö 0 Ġ Laborer / Bullding / Asbestos Supervisor OR SUBCONTRACTO Laborer / Building WORK CLASSIFICATION Laborer/Building/ Laborer/Building/ Asbestos Asbestos / Asbestos Supervisor 6 0 0 3 # 4 'n > NAME AND INDIVIDUAL
IDENTIFYING NUMBER
(e.g., LAST FOUR DIGITS
OF SOCIAL SECURITY
NUMBER) NAME OF CONTRACTOR Elmhurst, NY 11373 15 Cypress Court Brooklyn, NY 11208 1610 Decatur St Queens, NY 11385 35-26 108th St Corona, NY 11368 Luis Puentes 8424A 57th Rd Guicel Toledo Rafael Zumba Wilbur Lopez xxx-xx-2186 xxx-xx-5534 xxx-xx-0022 315 xxx-xx-9344 Fiber Control PAYROLL NO.

While completion of Form WH- 347 is optional, it is mandalory for covered contractors and subcontractors performing work on Federally financed or assigned construction contracts to respond to the unparable accompanies to the part of the support of security and subcontractors performing work on Federally financed or assigned construction contracts to "Innitish weekly a statement with respact to the wages paid each employee during the preceding week."

U. S. Department of Labor (DOL), regulations at 29 C. F. R. § 5.5(a)(a)(a)(a) requires contractors to submit weekly a cupy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Labor (DOL), regulations at 29 C. F. R. § 5.5(a)(a)(a)(a) required wages and paid not be payled. Bacon prevailing wage rate for the work performed, DOL, and federal contracting denotes receiving this information to determine that employees have received legatify required wages and fining benefits.

We estinate that It will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room \$3502, 200 information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room \$3502, 200 constitution Avenue, N. W. Washington, D.C. 20210.

08/17/2022 Ralph Pantony (Name of Signatory Party) (Title)	(b) WHEKE FKINGE BENEFILS AND FAID IN OF SECTION OF SEC	WHEKE FRINGE BENEFILD AND FRIGHT IN CARD. Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable benefits as indicated on the payroll, an amount of the required fringe benefits as listed
to hereby state: (1) That I pay or supervise the payment of the persons employed by Fiber Control		section 4(c) below.
(Confractor or Subcontractor)	(c) EXCEPTIONS	
that during the payroll period commenci	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work) on th 04 day July 2022 and ending † 10 day of July 2022 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or in directly to or on behalf of said		
Fiber Control (Contractor or Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subilite A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 53 Stat. 108, 72 Stat. 967;		
76 Stat. 357; 40 U.S.C. § 3145), and described below.		
	REWARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he perform⊌d.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no the Bureau of Apprenticeship and Training, United States Department.		
such recognized agency exists in a State, are registered with the Bureau or Applemices.in and Training, United States Department of Labor.	NAME AND TITLE	SIGNATURE
PROGE	_,	200
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED LEVEL OF STATES. In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the contract. He above referenced payroll, payments of fringe benefits as listed in the contract.		THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES GODE.

on th 2022 the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such

employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

PAYROLL

U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

OMB No.: 1235-000

Rev. Dec 2008

#22483025 NET WAGES PAID FOR WEEK 55 3.3, 5.5(# 290003 379,33 #290001 319.83 # 290002 371.25 368,99 Expires: 07/31/202 BPNC16000039/POPK17000 <u>(9)</u> PROJECT OR CONTRACT NO. 107.31 142.71 91.39 93,65 TOTAL DED. 047 OTHE 79.72 30,88 30.88 31.01 LOCA (B) DEDUCTIONS 0,00 000 8.64 8,64 14.02 15.42 12.11 11.77 STAT WITH-HOLDI NG 17.99 23.66 4.72 4.72 35,39 32.89 35,38 37.22 FICA 推推 #### ##### #### PROJECT / AL GROSS AMOUNT EARNED ε 486.64 462.64 462.64 462.64 3010 Burns Ave Wantagh, NY 11793 57 83 57, 83 38.55 40.55 57,83 38.55 38.55 RATE PAY PAY 60,83 (<u>e</u>) Lead Removal Services PROJECT AND LOCATION F 독로 0 0 Ō ٥ œ 0 ထ Ø 1 07/17 0 0 o ŝ 0 0 0 0 07/16 Sa 0 0 O 0 0 0 0 0 HOURS WORKED EACH DAY 07/15 (4) DAY AND DATE å 0 03 0 o o o 0 07/14 두 8 0 0 o 0 О a ω 67713 We o 0 0 o 0 o 0 0 07:12 2 ۵ _ = = r r©1 0 97/17/2022 07/11 No a o 0 0 0 0 O 0 FOR WEEK ENDING Ö υ Ö Ö ö 0 c) ö ഗ Ö o F ö Q 1 OR SUBCONTRACTO Laborer / Building / Asbestos Laborer / Building / Asbeslos WORK CLASSIFICATION Labor/Asbestos/ Laborer/Building/ Asbestos Supervisor Supervisor ල 恭 0 0 'n 0 (2) > (1)
NAME AND INDIVIDUAL
IDENTIFYING NUMBER
(e.g., LAST FOUR DIGITS
OF SOCIAL SECURITY NAME OF CONTRACTOR 8424A 571h Rd Elmhurst, NY 11373 24 Arcadia Lane Hicksville, NY 11801 15 Cypress Court Brooklym, NY 11208 35-26 108th St Corona, NY 11368 Guicel Toledo Rafael Zumba Diego Carrillo Luis Puentes xxx-xx-2186 xxx-xx-5534 xx-xx-0022 316 xx-xx-8921 NUMBER! Fiber Control PAYROLL NO.

While completion of Form WH-347 is optional, it is mandalory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to the wages paid each employee during the preceding week."

1. The Copeland Act (40 U. S. C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week."

2. Expertment of Labor (DOL) regulators and subcontractors to submit weekly a copy of all payrolis to the Federal agency contracting for financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolis are correct and complete and that each Expertment of the payrolis that the proper payrolis are correct and complete and that each Expertment of the payrolis of the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received legally required wages and finge benefits.

We stimale that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection, including suggestions for reducing this burden, send them to the Administrator, Wege and Hour Division, U. S. Department of Labor, Room \$3502, 200 information, if you have any comments regarding these estimates or any other a year of this collection, including suggestions for reducing this burden, send them to the Administrator, Wege and Hour Division, U. S. Department of Labor, Room \$3502, 200 including Avenue, N. Weshington, D.C. 20210.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable	basic hourly wage rate plus the amount of the required fiftige beliefus as listed in the contract, except as noted in section 4(c) below.			EXPLANATION										SIGNAPORE	iny	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATTMEN'S MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, MEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.	
(b) WHERE FRINGE BEN	Each laborer or mech as indicated on the pa	basic hourly wage rate in the contract, except	OROTHULOXI (1)	(c) EXCEPTIONS	EXCEPTION (CRAFT)							REMARKS:	·		NAME AND TITLE	Ralph Pantony President	THE WILLFUL FALSIFICATION OF SUBCONTRACTOR TO CIVIL OR CI 9279 OF TITLE 31 OF THE UNITED	
	President (Title)	so payolated by	on the	or)	that during the payroll period commenci	(Building or Work) day July 2022 and ending 1 17 day of July day July 2022 and ending 1 parsons employed on said project have been paid the full weekly wages earned, all persons employed on said project have been or will be made either directly or inclinectly to or on behalf of said	from th	deductions have been made either ny person other than permissible	F.R. Subtille A), issued by the Secretary Stat. 948, 53 Stat. 108, 72 Stat. 967;	JWC .		L	required to be submitted for the ge rates for laborers or mechanics rates contained in any wage to classifications set forth therein for performed.	eriod are (tuly registered in a bona a apprenticeship agency recognized by States Department of Labor, or if no	stered with the Bureau of Apprenticesnip		PPROVEC PLANS, FUNDS, OR PROGRA iid to each laborer or mechanic listed in mee benetils as listed in the contract	grams for the benefit of such selow.
COURTERO	Date Oor 172022 Ralph Pantony	(Name of separations) and the parent of the	(1) That I pay or supervise the payment of the persons on professors (1)	(Confractor or Subcontractor)	Lead Removal Services	on th 11 day July 2022 and ending 17 day of July 2022 all persons employed on said project have been point the full weekly wages earn 2022 all persons employed on said project have been provide the full weekly wages earn 2022.	Fiber Control	full weekly wages earned by any person and that no deductions have been made either full weekly wages earned by any person and that no definition of the full wards partned by any person other than permissible	directly or indirectly from the fact that 3 (29 C.F.R. Subtille A), issued by the Secretary deductions as defined in Regulations, Part 3 (29 C.F.R. Subtille A), issued by the Secretary deductions as defined as amended (48 Stat. 948, 53 Stat. 108, 72 Stat. 967; and paper the Copeland Act, as amended (48 Stat. 948, 53 Stat. 108, 72 Stat. 967;	76 Slat. 357; 40 U.S.C. § 3145), and described below:			(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	(3) That any apprentices employed in the above period are cluly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by	the bursau or Approximation. State, are registered with the Bursau of Apprenticeship such recognized agency exists in a State, are registered with the Bursau of Apprenticeship.	and Training, United States Department of Late (A) That:	(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRA (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRA (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRA (b) Approve the basic hourly wage rates paid to each laborer or mechanic listed in	the above referenced payroil, payriellis of unity contains the benefit of such have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm) Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

PAYROLI

U.S. Wage and Hour Division Rev. Dec 2008

NET WAGES PAID FOR WEEK # 300002 OMB No.: 1235-000 379,32 # 300001 319.94 Expires: 07/31/202 BPNC16000039/POPK17000 6 PROJECT OR CONTRACT NO. TOTAL DED. 107.32 142,70 047 OTHE 79.72 3101 LOCA (8) DEDUCȚIONS 0.00 0.00 15,42 STAT 12.11 WITH HOLDI NG NG 23.66 17.99 32,88 37,23 당 排料 推莊 PROJECT / ALL GROSS AMOUNT EARNED 486.64 462,64 3010 Burns Ave Wantagh, NY 11793 RATE OF PAY 57.83 38,55 60.83 40.55 (9) Lead Removal Services PROJECT AND LOCATION 돌목걸 ø 9 ထ O œ 07124 0 0 Š o ٥ 07/23 Sa a 0 o Ö HOURS WORKED EACH DAY 07/22 (4) DAY AND DATE ŭ മ 0 o 0 07,19 07/20 07/21 E В 0 T∪ We o Ф a a 07/24/2022 ÷ Ö c C 07/1B 9 D 0 Ф ۵ FOR WEEK ENDING 01o ō 0 -OR SUBCONTRACTO Laborer / Building Laborer / Building WORK CLASSIFICATION Supervisor / Ashestos Supervisor / Asbestos 3 * 0 0 (2) \geq (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER NAME OF CONTRACTOR 8424A 57th Rd Elmhurst, NY 11373 Hicksville, NY 11801 24 Arcadia Lane Diego Carrillo Luis Puentes xx-xx-2186 317 xxx-xx-8921 Fiber Control PAYROLL NO.

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Laborer/Building/ Asbestos

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15 Cypress Court Brooklyn, NY 11208

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Rafael Zumba

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Laborer/Building/ Asbestos

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Guicel Toledo 35-26 108th St Carona, NY 11368

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	While completion of Form WH-347 is optional, it is mandatory for contractors performing work on Federally linanced or assisted construction contracts to respond to the information contractors performing work on Federally financed or assisted construction of Form WH-347 is optional, it is mandatory for contractors performing work on Federally financed or assisted construction contractors performing work on Federally financed or assisted construction or financial was performed by a signed "Steament of assisted construction project, accompanied by a signed "Steament of accompanied by a signed "Steament of Logical Action or financial agencies to submit weekly a copy of all payrolls to financial the construction project, accompanied by a signed "Steament of Logical Action as a sequence of the	Public Burden Statement
О И	ndatory for covered contract and subcontractors perform F. S. 5.5(a){(3)(ii) require complete and that each 1st	ployees nave lecelved report
	While completion of Form WH- 347 is optional, It is mar a). The Copeland Act (40 U. S. C. § 3145) contractors t U. S. Department of Labor (POL) regulations at 29 C. F Compliance 'indicating that the payrolis are correct and	(Normation review tha information to determine that employees have jeceway region, review that information to Dublic B

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Public Burden Statement
We selimate that it will take an everage of 55 minutes to complete this collection, including time for reviewing instructions, searching extelling data sources, gathering and maintaining the data needed, and complete this collection, including finatructions, searching extelling data sources, gathering and maintaining the data and Hour Division, U. S. Department of Labor, Room S3502, 200 constitution Avenue, N. W. Washington, D.C. 20210.

Cal/7/7022	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	
Ralph Pantony	Each laborer or mechanic listed in the above referenced payroll has been paid,	sed payroll has been paid,
Ē	as indicated on the payrou, an amount flot less uran ure sum or use separation basic hourly wage rate plus the amount of the required fringe benefits as listed	d fringe benefits as listed
do nereby state. (1) That I pay or supervise the payment of the persons employed by		
Fiber Control		
(Contractor or Subcontractor)	(c) exceptions	
Lead Removal Services that during the payroll period commenci	EXCEPTION (CRAFT)	EXPLANATION
(Building or Work) on the day July 2022 and ending t 24 day of July		
2022 all persons employed on said project next contractly to or on behalf of said that no rebates have been or will be made either directly or indirectly to or on behalf of said that no rebates have been or will be made either directly or indirectly to or on behalf of said		
Fiber Control (Contractor of Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either allowed to a indirectly from the full wages earned by any person, other than permissible		
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967,		
76 Stat. 357; 40 U.S.C. § 3145), and described below:		
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are tiuly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no the Bureau of Apprenticeship and Training, United States		
such recognized agency exists in a State, are registered with the Bureau or Apprentuces in particular recognized agency exists in a State, are registered with the Bureau or Apprentuces in a such recognized and are such as the such as	NAME AND TITLE SIGNATURE	RE /
ail Itaning (Income and Income an	Ralph Pantony	
(4) That:	 -	11/
(a) WHERE FRINGE BENEFILIS ARE FAIL TO THE TAIL TO THE METAL THE ADMINITED AND THE METAL THE ADMINITED AND THE METAL THE CONTROL IN THE CONTROL THE C	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOROR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.	SUBJECT THE CONTRACTOROR 1001 OF TITLE 18 AND SECTION

In addition to the basic hourly wage rales paid to each laborer or mechanic listed in the above referenced payroli, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such

employees, except as noted in section 4(c) below.

PAYROLL

U.S. Department of Labor

Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB confrol number.

U.S. Wage and Hour Division

OMB No.: 1235-000

Rev. Dec 2008

Expires: 07/31/202	PROJECT OR CONTRACT NO.	BPNC16000039/PUPK17000 047	6)		TOTAL WAGES TE DED. PAID FOR		18 69.33 255.07	#310001	227.60 721.10 1363.54	#310004	178.36 690.55 1314.09	#3100005	148.08 523.88 1018.12	# 310008				· · · · · · · · · · · · · · · · · · ·			
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ADDRESS 3010 Burns Ave Wantagh, NY 11793			(8) DEDITIONS		WITH- STAT HOLDI E E TAY TAY		7.44 6.90		108.70		103.01		77.17								
				WITH-					227.83		182,80		127.29			· —			· · · · · · · · · · · · · · · · · · ·		
					FICA		24.81		156.97		153,35		117.97	_			 				
		PROJECT AND LOCATION Lead Removal Services	(7)	GROSS	AMOUNT	PROJECT / ALL	324,40	#####	462,84	***************************************	462.64	無無無	308.40	排机排料							\
	2		(9)		RATE	PAY	60,83	40.55	57.83	38.55	57.83	38.55	67.83	38,55							
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	PROJECT AND LOCATION	Lead Remo		ng eg	16170 02131	1 DAY	0	0	0	0	0	0	0	0 0							-
RACTOR V OR SUBCONTRACTO	ONIX	31/2022	(4) DAY AND DATE	The Tr. We Th Fr	07/25 07/25 07/27 07/28 07/29	T HOURS WORKED EACH DAY	0 0 0 0	8 0 0	0 0 0 0	0 0 0 0 8	0 0 0 8 0	0 0 0 0 0 8	0 0 0	8 0 0 0 8	0	U				> 0	
	Title Virginia and and	FOR WEEK ENDING	(5)	uk CATION			Laborer / Building	o Supervisor	Laborer / Building	0 Supervisor	Laborer/Building/		Laborer/Building/								•
	Fiber Control	PAYROLL NO. 318	-			OF SOCIAL SECURITY .	Diego Carillo	A Arcadia Latte Hicksville, NY 11801	Luis Puentes	8424A 5/10 Kd Elmhurst, NY 11373 xxx-xx-2186	Guicel Toledo		xxx-xx-эээч Rafael Zumba	15 Cypress Court Brookkyn, NY 11208							

While completion of Form WH- 347 is optional, it is mandatory for covered contractors performing work on Federally financed or assisted construction contracts to respond to the information collection contracts or an absorption of Federally financed or assisted construction contracts of the statement with respect to the wages paid each employee during the perceeding week.

1. S. Department of Theor (2017, regulations at 25 or F. R. § 5.5.9) (i) (i) (i) Franced or submit weekly a copy of all payrolls to the Federal against contracting for of financing the construction project, accompanied by a signer 'Statement of Completions' indicating the construction project, accompanied by a signer 'Statement of Completions' indicating the construction of the completion of the completion of the completion of the construction of the construction of the completion of determine that employees have received legally required veges and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including line for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the solutions are reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 information. If you have any comments regarding these estimates or any other asy-ext of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

Date 08/17/2022 President Ralph Pantony (Title)	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH -Each laborer or mechanic listed in the above refer as indicated on the payroll, an amount of less the basic hourly wage rate plus the amount of the requ	WHERE FRINGE BENEFITS ARE PAID IN CASH -Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed
to hereby state: (1) That I pay or supervise the payment of the persons employed by Fiber Control	in the contract, except as noted in section 4(c) below.	n section 4(c) below.
(Contractor or Subcontractor) that during the payroll period commenci	EXCEPTION (CRAFT)	EXPLANATION
on th 25 day July 2022 and ending I 31 day of July 2022 and ending I 31 day of July 2022 all persons employed on said project have been paid the full weekly wages earned, 2022 all persons employed on said project have been print the full weekly to or on behalf of said		
Fiber Control (Contractor or Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtide A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 53 Stat. 108, 72 Stat. 967; 75 Stat. 357; 40 U.S.C. § 3145), and described below:		
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are riuly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.	NAME AND TITLE	SIGNATURE
. STATE OF THE ST	President	and depression of the second o
(a) WHERE FRINGE BENEFITS ARE PAID TO ARTHOVED TEXAST. In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the contract.	THE WILLFUL FALSIFICATION OF ANY OF THE A SUBCONTRACTOR TO CIVIL OR CRIMINAL PRO 3279 OF TITLE 31 OF THE UNITED STATES COD	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CUNITAWAY SUBJECT THE CONTINUAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.
Sed payton, payting or miss - 1		

the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such

employees, except as noted in section 4(c) below.

FIBER CONTROL, INC. 3010 BURNS AVENUE WANTAGH, NY 11793 (516) 781-3000 FAX (516) 781-5026

INVOICE

07/29/22

6925

Date:

Inv. No.:

Due Date:

Page No.:

Bill To:

Nassau County c/o Eisenhower Park Administration Bldg Attn: Kathy Cali 1899 Hempstead Tpke East Meadow, NY 11554

JOB SITE

Nass Cnty Rifle Range

One Charles Lindberg Blvd POPK21000070/BPNC16000039

Uniondale, NY

REFERENCE

TERMS

YOUR #

OUR#

SALES REP

6925

PETER GRANDE

NASSAU COUNT

Delivery Order POPK210000070 Blanket # BPNC 16000039

Provision of certified labor, personal protection equiment, tools and materials to perform lead removal services and filter changes at the Nass County Rifle Range

17130,00

17130.00

Service dates: 07/07, 07/08, 07/14, 07/15, 07/21, 07/22, 07/28, 07/29

NOTE: A processing fee of 3.7% will be applied to any payments made by credit card.

SUB TOTAL TAX TOTAL

17130,00 0.00 17130.00

NET TO PAY

COMPTROLLER COPY

CO-155-A.3/98 REV. 10/00

FORM NIFS560,11/98 (1000)

Thursday, August 4, 20	122	Filters Change	ange		
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate		
Hazardous Material Laborer	8	\$115.00	\$920.00		
Hazardous Material Technician	8	.\$110.00	\$880.00		
Hazardous Material Consultant		\$75.00	\$1,800.00		
Sub-Total:			\$1,800.00		
Personal Protection Equipment:	# OF STAFF	Rate per Set	Total Rate		
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00		
Sub-Total:			\$150.00		
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate		
Stainless Steel Sprayer		\$10.00	1.		
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.00		
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate		
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	,		
Sub-Total:			\$160.00		
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate		
Laboratory Sample Testing		\$45.00			
Sub-Total:			\$0.00		
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate		
First Drum (including sample analysis)		\$500.0	_L		
Second Drum and thereafter		\$275.0	1		
Sub-Total:			\$0.00		
Sub-Totals:					
LABOR			\$1,800.00		
PERSONAL PROTECTION EQUIPMENT			\$150.00		
TOOLS & MATERIALS			\$160.00		
TESTING / SAMPLING		1	\$0.00		
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.00		
Total:			\$2,110.0		

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Fiber Control, Inc.

Acos filals fr

3019 Burias Avenus Wancash, NY 11793-5196 Tel: (516) 781-3080 Faz: (516) 781-3688

Date: 08/04/2022

Client Nassau County 1 West Street Mineola, NY 11501 Re: Lead Removel Service
Nassau Conny Riffe Range
One Charles Lindburgh Blvd.
Uniondale, NY

LABOR: # OF STAPE Hazardous Material Laborer Hazardous Meteriel Technician Hazardons Material Consultant Name of Laborer(s): Signature Q.000 4 600 CP, CD @ PERSONAL PROTECTIVE EQUIPMENT # STAFF Disposal Chemical Resistant Clothing # OF UNITS TOOLS & MATERIAL Strinlers Strel Sprayer Herendous Material HBPA squipped 2_ vacuum, incl. vac baga/ea_ Misc. Supplies (squeegess, drams, respirators, etc.) # OF UNITS TESTING/SAMPLING Leboratory Sample Testing #OF UNITS SPECIALIZED WASTE TRANSPORATION & DISPOSAL First Drum (including sample enelysis) Second Drum and thereafter

Project Representative:

Fiber Control, Inc Representative:

Name:

Alfredo Ruiz

. Signatur≠

Name:

Signature:

COMPTROLLER COPY

FORM NIFS560.11/98 元章

CLAIM VOUCHER

CLAMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

CO-155-A.3/98 REV. 10/00

Friday, August 5, 7	2022 L	ead Removal Servic	е
	# OF STAFF	Rate Per Hr.	Total Rate
ABOR:	8	\$115.00	\$920,00
Hazardous Material Laborer	8	\$110.00	\$880,00
Hazard ous Material Technician		\$75.00	\$1,800.00
Hazardous Material Consultant			\$1,800.00
Sub-Total:	# OF STAFE	Rate per Set	Total Rate
Personal Protection Equipment:	# OF 31AIT		\$150,00
Disposable Chemical Resistant Clothing		7.2122	\$150,00
Sub-Total:	# of Units	Rate per Hour	Total Rate
TOOLS & MATERIAL	# OI UTIES	\$10,00	
Stainless Steel Sprayer			
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)			Total Rate
TOOLS & MATERIAL	# of Units	Rate per Month S250.00	
Misc. Supplies (squeeges, drums, respirators, etc)		3230.00	\$230.00
Sub-Total:	# E11 22	Rate per Sample	Total Rate
TESTING / SAMPLING	# of Units		
Laboratory Sample Testing		\$45.00	50,00
Sub-Total:			Total Rate
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	
First Drum (including sample analysis)		\$500.0	
Second Drum and thereafter		\$275.0	
Sub-Total:			\$0.00
Sub-Totals;			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150,00
TOOLS & MATERIALS			\$410.00
TESTING/ SAMPLING			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.00
			\$2,360.0
Total:			

,

3010 Britis Avenue Winterfa, NY 11793-3386 Tel: (516) 781-3080 Fai: (516) 781-3023

Fiber Control, Inc.

Date: 8-5-22

Client Nassau County 1 West Spect Mincola, NY 11501

Labor:

Re: Lead Removel Service
Nassan County Rifle Range
One Charles Lindbergh Blvd.
Uniondala, NY

Hazardons Material Laborer)	
Hezardous Material Technician)	
Hazerdous Material Consultant				
Name of Laborer(s):	Signature	!	IN	OUT
Niego Carrillo.	(14)	897/	8:00pm	4:00 am
Report Zomba	2005	0022	8tapm	4:00 om
,				
PERSONAL PROTECTIVE EQUI Disposal Chemical Registant Chothing			# STAFF	
Disposal Chemical Resustant Croming	<u>,</u>		2	
TOOLS & MATERIAL			# OF UNITS	
Steinless Steel Sprayer				· .
Hazardous Meterial HEPA squipped vacuum, incl. vac bags/sa.			-2-	
Miso. Supplies (squergees, drums, re	spirators, stc.) .		2	
TESTING/SAMPLING			# OF UNITS	
Laboratory Sample Testing				•
SPECIALIZED WASTE TRANSI	ORATION &)	DISPOSAL	# OF UNITS	
First Drum (including sample analys	ĭs)			
Second Dram and thereafter		1		
Project Representative;		Nemo		la luy
Fiber Control, Inc Representative:		Signa Nama	1100 PC	Irrila
		Signs	to the state of	<u> </u>

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) Persons are not required to the collection of information unless if displays a currently valid OMB control number.

U.S. Wage and Hour Division Rev. Dec 2008

NET WAGES PAID FOR WEEK # 320006 # 320009 #320005 245.05 OMB No.: 1235-000 255.07 # 320001 216.90 246.59 Expires: 07/31/202 BPNC16000039/POPK17000 <u>e</u> PROJECT OR CONTRACT NO. 107,50 TOTAL DED. 63,35 69,33 61,81 047 30,10 30,10 STHE 30.18 78.93 (B) JCTIONS LOCA 3.44 0.00 3.44 0.00 DEDU STAT E TAX 6.22 4.6E 6.90 4.91 WITH-HOLDI NG 0.00 0.00 7.44 2.57 23.59 21.09 23.59 24.81 推定推 推推 菲菲菲 PROJECT / AL GROSS AMOUNT EARNED \mathbb{S} 324.40 308.40 324,40 308.40 3010 Burns Ave Wantagh, NY 11793 57.83 38.55 57.83 RATE OF PAY 60.83 50.83 40,55 38.55 40.55 9 Lead Removal Services PROJECT AND LOCATION 돌독로 0 (2) ω 0 ω Φ 0 08/07 Ф O 8 0 0 0 O 0 0 90/80 Sa 0 O ٥ o ٥ o 0 0 HOURS WORKED EACH DAY 08/05 (4) DAY AND DATE o 0 o 0 0 œ ŭ ø 0 08704 드 0 0 0 B 0 ω 0 0 60/80 We 0 0 ٥ 0 0 Ö 0 a 08/05 2 0 0 O 0 o o 0 0 08/07/2022 08/01 Ñ o ٥ Ω o Ф Ö FOR WEEK ENDING Ō ō Ø Ö Ġ ō ŝ O O 6 F Ö G ō o L U) 7 OR SUBCONTRACTO Laborer / Building Laborer / Building Laborer/Building/ Asbestos WORK CLASSIFICATION Laborer/Building/ Asbestos Supervisor / Asbestos Supervisor / Asbestos <u>(1)</u> * 0 0 က 0 প্র > (a.g., LAST FOUR DIGITS OF SOCIAL SECURITY NAME OF CONTRACTOR 8424A 57th Rd Elmhurst, NY 11373 NAME AND INDIVIDUAL IDENTIFYING NUMBER Hicksville, NY 11801 15 Cypress Court Brooklyn, NY 11208 35-26 108th St Corona, NY 11368 24 Arcadia Lane **Guicel Toledo** Rafael Zumba Diego Carrillo Luis Puentes xxx-xx-2186 xxx-xx-5534 319 xx-xx-8921 xxx-xx-0022 NUMBER! Fiber Control PAYROLL NO.

While completion of Form WH- 347 is optional, it is mandatory for coverad contracturs and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weeky a statement with respect to the wages paid each employee during the proceeding week," at 50 contractors and subcontractors are subcontractors and subcontractors and subcontractor

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and complete this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

	(a) where this about the control of	
President Ralph Pantony (Title)	-Each laborer or mechanic listed in the above referenced payrol as indicated on the payroll, an amount not less than the sum of	referenced payroliss than the sum of
do hereby state:	basic hourly wage rate plus the amount of the required mings or in the contract, except as noted in section 4(c) below.	s required minge or 3) below.
(1) That i pay of supervise are payment of the Fiber Control	!!!	
(Contractor or Subcontractor)	(c) exceptions	
Lead Removal Services (hat during the payroll-period commenci	EXCEPTION (GRAFT)	EXPLANATIO
(Building or World) on th 01 day August 2022 and ending t 07 day of August		
2022 all persons employed on said project have been paid the full weekly wayes cannot, that no rebates have been or will be made either directly or indirectly to or on behalf of said		
Fiber Control		
(Contractor or Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible		
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary Art short under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967;		
76 Stat. 357; 40 U.S.C. § 3145), and described below:		
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the	•	

determination incorporated into the contract; that the classifications set forth therein for above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage each laborer or mechanic conform with the work he performed.

fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. (3) That any apprentices employed in the above period are duly registered in a bona

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVIED PLANS, FUNDS, OR PROGRA

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

I has been paid, enefits as listed the applicable

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
Ralph Pantony President	
THE WILLFUL FALSIFICATION OF ANY OF THE ABSUBCONTRACTOR TO CIVIL OR CRIMINAL PROSE 3279 OF TITLE 31 OF THE UNITED STATES CODE.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOROR SUBSCONTAACTOR TO CIVIL OR GRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.

			CLAIM '	VOUCHER		C In	LAIMANT: Fill out only U red. SEE reverse side fo	eose areas printed or instructions.
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0.				1				
K 2 1 0	0 0	0 7 0	_	3 1 B 1 F	N C	1 6 0 0	0 0 3	9
NUMBER (9)		SUFFIX (2)		COUNT AMOUNT		(3)	DISCOUNT DATE	Y(2)
		5	I he an inc	ereby certify that this clad d owing and has not be luded; and that any amy rither certify that all ter all items and/or servic at the prices charged a tims made as relmburs are actually and necess nded have not been rel	ct. im voucher is ji en previously i ounts claimed i is and/or servio es delivered oi re in accordar ement for emp arily expender on of	AIMANTS CERTIFICATION 1st, true, and correct; that 1st intended; that no taxes fro or disbursements have a 1st server delivered or ren 1 rendered in accordance 1 rendered in accordance 1 rendered in furthe 1 for the benefit of Nasse 0 i expect to be reimburs	the amount claimer or which the County dually and necessal dered as sel forth in e with a purchase o urchase order or or or certify that the an au County, and that sed from any source	i is actually due y is exempt are rily been made this claim, and der or contrac ontract. For a nounts set forti the monies ex
NY 11793								
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		ITEMIZ	LATRON			UNIT PRICE	AMO	דאטכ
	Hazardoı	ıs Materia	ıl Labore	er (8 Hours)		115.00	920	00.0
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1				···	02.1	l		0.00
		Page	4 of 9			(12) TOTAL CLAIMED >	21	10,00
	note that only one	e invoice is payab	le per claim vo	ucher. The Involce may b	e charged to m	ore than one account code		
Please i	note that only one	e invoice is payab. PROJECT	le per claim vo PROJDETAI	ucher. The invoice may b	e charged to m			AMOUNT
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	O. K 2 1 0 NUMBER ON 11TROL IS AVENUE , NY 11793	O. K 2 1 0 0 0 NUMBER OF TROL IS AVENUE NY 11793 Hazardou Hazardous Disposable	6940 O. K 2 1 0 0 0 0 7 0 NUMBER SUFFIX (9) TROL IS AVENUE NY 11793 Hazardous Material Hazardous Material Disposable Chem. F Haz. Mat. HEPA Equip. V	6940 NUMBER SUFFIX DIS SUFFIX (9) NTROL S AVENUE NY 11793 B TEMIZATION Hazardous Material Labore Hazardous Material Technici Disposable Chem. Resistant	DOCUMENT #	DOCUMENT #	DOCUMENT E L. (FOR NASSAU COUNTY DEPARTMENT USE ONLY) BLANKET ORDER NO. 3 BPN N C 1 S 0 0 CLAIMANTS CERTIFICATION ITROL. CLAIMANTS CERTIFICATION ITROL. CLAIMANTS CERTIFICATION Included; and that any amounts claimed in disbursements have a liturher certify that all items and/or services were delivered or renor all liturher certify in all items and/or services were delivered or renor all items and/or services were delivered or renor all liturher certify in all items and/or services were delivered or renor all liturher certify in all items and/or services were delivered or renor all liturher certify in all items and/or services were delivered or renor all liturher certify in all items and/or services were delivered or renormal in the reference pended have not been retrembursed more of or lexpect to be relimbured and were actually and necessarily expended for the benefit of Nasse pended have not been retrembursed more do I expect to be relimbured. BRALPH ANTOWY Claimants Name X By (Signature) Claimants Name	DISCOUNT AMOUNT BLANKET ORDER NO. BLANKET ORDER NO. CLAIMANTS CERTIFICATION THEOL THROL SISTING SUSFING BLANKET ORDER NO. CLAIMANTS CERTIFICATION THEORY certify that this claim voucher is just, true, and correct, that the amount claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been previously claimed: that no taxes from which the Count claimer and owing end has not been retired. BY AVENUE S AVENUE S RALPH PANTONY B/30/2 Claims had an any amounts claimer do red like end or not end and coordance with a purchase or that the previously claimed: that no taxes from which the Count claimer and owing end has not been retired to the end of the previously and necessarily expended for the benefit of Nassau County and that pended have not been retirebursed nor do! expect to be reimbursed from any source claims made as retired to the previously and necessarily expended for the benefit of Nassau County and that pended have not been retirebursed and or do expect to be reimbursed from any source call the proviously and necessarily expended for the benefit of Nassau County and that pended have not been retirebursed or do expect to be reimbursed from any source call the previously and necessarily expended for the benefit of Nassau County and that pended have not been retirebursed or do expect to be reimbursed from any source c

Thursday, August 11, 202	22	Filters Change	
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	\$1.50.00
Sub-Total:			\$1,50.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	\$0,00
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160,00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	\$0.00
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	\$0.00
Sub-Total:			\$0,00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	\$0.00
Second Drum and thereafter		\$275.00	\$0.00
Sub-Total:			\$0.00
Sub-Totals;			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.00
Total:			\$2,110.00

Fiber Control, Inc.

3010 Buring Avenue Wantash, NY 11793-3296 Tel: (316) 731-3080 Fac: (516) 731-3085

Dane: 08/11/2022

Client: Nusseu County
1 West Street
Mincols, NY 11501

LABOR:

Re.

Lead Removal Service Nassau County Rifle Range One Charles Lindbergh Blvd Uniondals, NY

Hezardous Material Laborer		# OP STAFF	
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unced Toledo	49 553		Y.20
PERSONAL FROTECTIVE BOX		#SIAF	
Dispusil Chemical Resistent Clovii			
COOLS & MATERIAL		FOF UNITS	
Smiriless Steel Sprayer			
Hazardous Material HEPA eginipe vacuum, incl. vac bass/ezi		2	
Wise Sipplies (squeegess; drums	respirators, etc.)	2	
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SPECIALIZED WASTE TRANS	PORATION & DISPOSAT	, #OF UNIT	
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Second Drum and thereafter			
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roject Representative:		Name:	The state of the s
		Signature	The same of the sa
liber Convol, Inc Representative.		Name: July 1	Perentes
THE REPORT OF THE PROPERTY OF	tang panggalang di Kabupatèn Bandan di Kabupatèn Bandan di Kabupatèn Bandan di Kabupatèn Bandan Bandan Bandan Kabupatèn Bandan Ba	Signature:	1

Comptrollers Approval

COMPTROLLER COPY

CO-155-A.3/98 REV. 10/00

Telephone No.

FORM NIFS560.11/98 3000

Friday, August 12, 2022	<u>L</u>	ead Removal Servic	e
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	\$150.00
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	\$0.00
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10,00	\$160,00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	1
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	. 1'
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	<u> </u>
Second Drum and thereafter		\$275.00	1 '
Sub-Total:			\$0.00
Sub-Totals:			<u> </u>
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:	•		\$2,110.0

Date: 08-12-72

Client Nasau County I West Street Mineole, NY 11501 Lead Romoval Service

Nassau County Rifle Range One Charles Lindbergh Blvd

Unioncele, NY

LABOR:			# OF STAFF	
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Hazardous Material Technician			14.7.	
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U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division Rev. Dec 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Fiber Control								30	0 Burt	is Ave	3010 Burns Ave Wantagh, NY 11793	VY 11793						Expires: 07/31/202	77/31
PAYROLL NO.		FOR WEEK ENDING	NDING 08/	OB/14/2022	23	ļ		PRC	NECT A	PROJECT AND LOCATION Lead Removal Servic	PROJECT AND LOCATION Lead Removal Services					문	DIECT OR NC16000	PROJECT OR CONTRACT NO. BPNC16000039/POPK17000	NO. 7K17
	2	(6)	-			4) DAY	(4) DAY AND DATE		1 1	(5)	(9)	(2)	_) de	(8)		Š	ļ
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OF SOCIAL SECURITY NUMBER)	ಕ	CLASSIFICATION) h.,		HOOF	S WOR	HOURS WORKED EACH DAY	CH DAY				PROJECT / ALL	<u></u>	žž	17 L	-			_
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Hicksville, NY 11801 xxx-xx-8921	0	Supervisor	ω	-	0	o	0	0 0	0	0	40,55	шинин							# 330001
Luis Puentes	Lab	Laborer / Building / Asbestos	0	0	0	0	8	0		80	57.83	462.84	32.88	17.99	12.11	0.00	79.72	142.70	319.94
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While competion of Form With 347 is optional, it is inflatively of the analysts and an analysts and an analyst part of the wages part and support the analysts and subcontraction project. Statement of a service of the analysts and subcontraction project accompanied by a signed 'Statement of a service of the contraction project accompanied by a signed 'Statement of Labor (DOL) regulations at 28 C. F. R. 5.55(a) (3) (ii) require contractions to service on the analysts of the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this contract and complete and that each let corer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies received the payrolls are correct and complete and that each let are received the payrolls are correct and complete and that each internation to determine that employees have received the payrolls the proper Davis and the payrolls are correct and complete and the payrolls are correct and complete and that each internation to determine that employees have received the payrolls the payrolls are correct and complete and payrolls are corrected and complete and thing the payrolls are corrected and complete and thing the payrolls are corrected and complete and thing the payrolls are corrected and complete and the payrolls are contracted and complete and the payrolls are corrected and complete and the payrolls are completely and the payrolls are contracted and completely and the payrolls are completely and the pay

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching extelling data sources, gathering and mainlaining the data needed, and completing and reviewing time for reviewing instructions, searching data sources, gathering the analycent breathand in the Administrator, Wage and Hour Division, U. S. Department of Labor, Room S3502, 200 constitution Avenue, N. W. Washington, D.C., 20210.

Data 09/09/2022		(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	PAID IN CASH	
	President	Each laborer or mechanic listed in	-Each laborer or mechanic listed in the above referenced payroll has been paid,	
(Name of Signatory Party)	(Tille)	as indicated on the payroll, an amo	as indicated on the payroll, an amount not less than the sum of the applicable	
do hereby state: (4) That I pay or supervise the payment of the persons emplayed by	empliyed by	basic hourly wage rate plus the annount of the required in the contract, except as noted in section 4(c) below.	basic hourly wage rate plus the autount of the required integer contract, except as noted in section 4(c) below.	
Fiber Control	on the			
(Confractor or Subcontractor)		(c) EXCEPTIONS		
Lead Removal Services	that during the payroll period commenci	EXCEPTION (CRAFT)	EXPLANATION	
	7			
08 day August 2022	and ending (14 day of nation) and been paid the full weekly wages earned,			
that no rebates have been or will be made either directly or indirectly	or indirectly to or on behalf of said			
Fiber Control	from th			
(Contractor or Subcontractor)				
full weekly wages earned by any person and that no deductions have been made either are indirectly from the full wages earned by any person, other than permissible	ductions have been made either serson, other than permissible			
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary	Subtitle A), issued by the Secretary			
of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 957	. 948, 63 Staf. 108, 72 Stat. 957;			
70 öldi. 507, 40 ö.				
		REMARKS:		
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.	uired to be submitted for the ates for laborers or mechanics rates; contained in any wage assifizations set forth therein for formed.			
(3) That any apprentices employed in the above period are July registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by	l are buly registered in a bona prenticeship agency recognized by			.
the Bureau of Apprenticeship and Training, United States Department of Apprentices	es Departition Labor, or a model of a said the Bureau of Apprenticeship			-11-
such recognized agency exists in a State, are registered with the burgar of the base and Training. United States Department of Labor.	O Will ale Delega of the Constant	NAME AND TITLE	SIGNATURE 1	
		Ralph Pantony		
(4) That:	OVELLED ANS FLINDS, OR PROGRA	President	M	
(A) WHERE FRINGE BENEFITS ARE FAIL TO APPROVED TO A SECOND DATE OF THE SECOND DATE OF THE SECOND DATE OF THE PARENTS AS listed in the contract	each laborer or mechanic listed in heneits as listed in the contract	THE WILFUL FALSIFICATION OF ANY OF THE ABOV SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECT SOTA OF THE UNITED STATES CODE.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CAVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 19 AND SECTION 2010 OF TITLE 19 AND SECTION 1001 OF TITLE	
The above referenced payrou, payrustus -		מכנס כו ווייר כי כי יייר בי כי יייר		~ 1

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in In addition to the basic hourly wage rates pair to documents as listed in the contract the above referenced payroll, payments of fringe benefits as listed in the contract. have been or will be made to appropriate programs for the benefit of such

employees, except as noted in section 4(c) below.

NTY OF NASSAU				CLAii	м уол	CHER			CLAIMANT: Fill out only U In red. SEE reverse side fo	hose areas printe or Instructions.
INTERNATION	INVOICE N		MO			DOCUMENT # L				
_		05	40		_ _	(FOR NASSAU COU	YTY DEPARTM	MENT USE ONLY)		
ORDER /CONTRACT)			. 7 0		l l	LANKET ORDER N		4 5 0 0	0 0 2	o.
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VENDOR INFORMATION:	NUMBER (9)		SUFFIX (2)		DISCOU	Truoma Tr			DISCOUNT DATE	YR (2)
(30)	IS AVENUE		(5)		I hereby and ow include I further for all if that the claims were a pended	y certify that this cla ing and has not be d; and that any eme certify that all tlem ems and/or service e prices charged a made as reimburs; clually and necess I have not been rei	m voucher is en previously unis claimed s and/or serviss delivered c e in accordament for emarily expende noursed nor e	AMANTS CERTIFICATION just, frue, and correct; if- claimed; that no taxes for disbursements have loss were delivered or re- rendered in accordan nee with the reference ployee expenses, I furt of for the benefit of Nas do I expect to be reimbut of the property of the prop	hat the amount claimer from which the Count actually and necessal endered as set forth in the which a purchase or purchase order or control that the ansau County, and that ursed from any source	d is actually do y is exempl a rilly been mad n this claim, ar rder or contra ontract. For nounts set for the monies e e.
DOR (30) WANTAGE	, NY 11793			\	® R	ALPH PA	MOON	YD	8/30/2	
)					Claimar X	nts Name	7//	1	Date PRESID	DENT
(30)					By (Sign	nature)	<u> </u>		Tifle	
(30)			· · · · · · · · · · · · · · · · · · ·			OODS OR SERVICES DE NASSAU COUNTY DE NASSAU COUNTY RIF		RECREATION	VENDOR'S	PAYMENT TERMS
DATE DELIVERED			ITEMI	ZATION				UNIT PRICE	AM	OUNT
8/26/2022		-lazardo	us Materia	al Labo	rer (8 Hours)		115.00	920	0.00
8/26/2022	На	azardous	Material	Techni	cian	(8 Hours)		110.00	880	0.00
8/26/2022	D	isposabl	e Chem. F	Resista	nt C	lothing (2)		75.00	15	0.00
8/26/2022						s @ 8 Hrs	ea.)	10.00	16	0.00
			Page	9 of 9)			(12) TOTAL CLAIMED	→ 2,1	10,00
or Nassau County Departr FS ACCOUNT CODES	Pleasen	ofe that only or	ne invoice is payab	ole per claim	vouche	: The invoice may b	charged to m	ore than one account cou	de. T SUBSIDIARY	AMOUNT
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Friday, August 26, 202	.2 L	ead Removal Servic	e
	# OF STAFF	Rate Per Hr.	Total Rate
ABOR:	8	\$115.00	\$920.00
azardous Material Laborer	8	\$110.00	\$880.00
azardous Material Technician		\$75.00	\$1,800.00
azardous Material Consultant			\$1,800.00
ub-Total:	# OF STAFF	Rate per Set	Total Rate
ersonal Protection Equipment:	1 2	\$75.00	
Disposable Chemical Resistant Clothing			\$150.00
iub-Total:	# of Units	Rate per Hour	Total Rate
OOLS & MATERIAL	# Of Office	\$10,00	
Stainless Steel Sprayer	1.6		1
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)		Rate per Month	Total Rate
TOOLS & MATERIAL	# of Units	S250.00	
Misc. Supplies (squeeges, drums, respirators, etc)		10,00,50	\$160.00
Sub-Total:	# of Units	Rate per Sample	Total Rate
TESTING / SAMPLING	# 01 Units	\$45,0	
Laboratory Sample Testing		345,0	50.00
Sub-Total:	# of Units	Rate per Unit	Total Rate
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# 01 OIIICS	\$500.0	
First Drum (including sample analysis)		\$275.0	
Second Drum and thereafter		3213.0	\$0.00
Sub-Total:			70.0
Sub-Totals:			d1 222 2
LABOR			\$1,800.0
PERSONAL PROTECTION EQUIPMENT		_	\$150.0
TOOLS & MATERIALS			\$160.0
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0,0
Total:			\$2,110.0

3010 Barin Aystus Wannegh MY 11793-1196 Tal: (516) 751-3590 Faz: (316) 751-3585 Terrandon Besselven

Fiber Control, Inc.

Deta: 8-26-1022

Cilent Nassau County 1 West Street Minsole, NY 11501 Re: Lead Removal Service
Nassau County Rifle Range
One Charles Lindburgh Flyd.
Uniondale, NY

LABOR: -				#OF STAFF	
Hazardous Material Laborer	,				
Heza dous Material Technician				1	
Hazardous Material Consultant	!				1
Name of Laborer(s):	Signatur	E .		IN.	OUT
Mea carrilla	1 He	2	84U)	8:00:pm	from our
Royard Zombo	D	2	6027	8:00 pm	4:00 thm
					
PERSONAL PROTECTIVE EQU			<u> </u>	FSTAFF	
Disposal Chemical Resistant Cholina	塔			~_	
TOOLS & MATERIAL		<u>, , , , , , , , , , , , , , , , , , , </u>		# OF UNITE	,
Sminless Steel Sprayer	:				*
Hazardous Material HEPA equippe vacuum, incl. vac baga/ea.	d ,			12	And the second s
Mise. Supplies (squaegees, drums,	respirators, :	to.)		2	
TESTING/SAMPLING				#OF UNIT	B
Taharanay Carriela Testing					
SPECIALIZED WASTE TRAN	SPORATIO	n & disp	DSAL	# OF UNIT	C\$
First Drum (including sample anal	ysis)	<u> </u>			
Second Drive and thereafter					•
Project Representative:		,	Nau	10: AlFredo	luz
,·		1	siço	12 THE	
Fiber Coperol, Inc. Representative:			Man	no: Diego	Condito
			Sig	patero.	

U.S. Department of Labor

Wage and Hour Division

PAYROLE

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

.htm) U.S. Wage and Hour Division Rev. Dec 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NET WAGES PAID FOR WEEK # 350003 #350004 # 350002 OMB No.: 1235-000 255.07 # 350001 343.94 371.25 368.99 Expires: 07/31/202 BPNC16000039/POPK17000 6 PROJECT OR CONTRACT NO. TOTAL DED. 142.70 91.39 69.33 047 30.BB 79,72 30.88 OTH 30.18 (8) DEDUCTIONS LOCA 8.64 8.64 0.0 0.00 14.02 11.77 STAT 12.11 6.90 WITH-HOLDI NG 17.99 4.72 4.72 7.44 35,39 32.68 35,38 FICA 24.81 非非非 #### 新班班 生生 PROJECT / ALI GROSS AMOUNT EARNED 2 324.40 462.64 486,64 462,64 3010 Burns Ave Wantagh, NY 11793 57.83 38,55 RATE OF PAY 60,83 40.55 57.83 38.55 60.83 40.55 9 Lead Removal Services PROJECT AND LOCATION 투독를 0 0 2 0 **c**> Œ Ф 80 ထ 08/28 곬 0 o 0 0 O 0 0 Ó 08/27 Sa o 0 0 o 0 o o 0 HOURS WORKED EACH DAY 08/26 (4) DAY AND DATE ŭ œ 0 0 o ٥ o o ш 08/25 ď F O O ю 0 0 0 0 08/24 We a o o a 0 0 o 0 08/23 7 0 ٥ 0 o 0 0 0 08/28/2022 0 08/22 옷 Q Q О D Ф o 0 FOR WEEK ENDING S 0 ٥ 7 ö Ö ٥٦ S Ö S တ o S Ö ĊĴ OR SUBCONTRACTO Laborer / Building Laborer / Building WORK CLASSIFICATION Laborer/Building/ Laborer/Building/ Supervisor Supervisor Asbestos Asbestos / Asbestos / Asbestos ල # 0 0 ო 0 8 \geq NAME OF CONTRACTOR IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY Rafael Zumba 15 Cypress Court Brooklyn, NY 11208 8424A 57th Rd Elmhurst, NY 11373 24 Arcadia Lane Hicksville, NY 11801 NAME AND INDIVIDUAL 35-26 108th St Corona, NY 11368 Guicel Toledo Diego Carrillo Luis Puentes xx-xx-2186 xxx-xx-5534 322 xxx-xx-0022 xxx-xx-8921 NUMBER Fiber Control PAYROLL NO.

Wile comptetion of Form WH-347 is optional, it is mandatory for covered confractors and subconfractors performing work on Federally financed or assisted construction contracts to respond to the wages paid each employee during the preceding week."

a). The Copeland Act (40 U. S. C. § 3145) contractors and subconfractors performing work on Federally financed or assisted construction confracts to "lumish weekly a statement with respect to the wages paid each employee during the preceding week."

U. S. Department of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(a)(ii) require contractors to submit weekly a submit weekly a payrolls to the Federal agency confracting to accompanied by a signed "Statement of Labor (DOL) regulations at 29 C. F. R. § 5.5(a)(ii) required weather the payrolls are correct and complete and that each laturer or mechanic has been paid not less than the proper bavis-Bacon prevailing wage rate for the work performed. DOL and federal confracting agencies received lags in required weather and veges and fittings banefits.

We estimate that it will take an average of \$5 minutes to complete this collection, including time for reviewing that tructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection including suggestions for reducing this burder, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room \$3502, 200 constitution Avenue, N. W. Washington, D.C. 20210.

Date 09/09/2022	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	AID IN CASH
Ralph Pantony President	Each laborer or mechanic listed in th	-Each laborer or mechanic listed in the above referenced payroll has been paid,
(Name of Signatory Party)	as indicated on the payroll, an amoun	as indicated on the payroll, an amount not less than the sum of the applicable
do hereby state:	basic hourly wage rate plus the amou	basic hourly wage rate plus the amount of the required fringe benefits as listed
 That I pay or supervise the payment of the persons employed by 	in the contract, except as noted in section 4(c) below.	ction 4(c) below.
Fiber Control	on the	
(Contractor or Subcontractor)	(c) EXCEPTIONS	
Lead Removal Services that during the payroll period commend	menci EXCEPTION (CRAFT)	EXPLANATION
on th 22 day August 2022 and endirg t 28 day of August 2022 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	led,	
Fiber Control	4	
(Contractor or Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions and defined in Renulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary	stary	
of Labor under the Copeland Act, as amended (48 Stat. 943, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:		
		,
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer of mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training. United States Department of Labor, or if no the Bureau of Apprenticeship	yo hip	
such recognized agency exists in a state, are registered at a contract and Training, United States Department of Labor.	NAME AND TITLE	SIGNATURE
(4) That: a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRA		
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such	IN THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENT MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.	TATEMENTS AND SUBJECT THE CONTRACTOR OR ON, SEE SECTION 1001 OF TITLE 18 AND SECTION

employees, except as noted in section 4(c) below.

FIBER CONTROL, INC. 3010 BURNS AVENUE WANTAGH, NY 11793 (516) 781-3000 FAX (516) 781-5026

INVOICE

Date: 0

08/30/22

inv. No.: 6940

Due Date:

Page No.:

Bill To:

Nassau County c/o Eisenhower Park Administration Bldg Attn: Kathy Cali 1899 Hempstead Tpke East Meadow, NY 11554 JOB SITE

Nass Cnty Rifle Range

One Charles Lindberg Blvd POPK21000070/BPNC16000039

Uniondale, NY

REFERENCE

TERMS

YOUR #

OUR#

SALES REP

6940

PETER GRANDE

NASSAU COUNT

	STEEL ST			PINE
	REFERENCE		ASURE OF ANTIVERSE THEM	ECOUNT
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-				

Delivery Order POPK21000070 Blanket #BPNC 1600039

Provision of certified labor, personal protection equipment, tools, and materials to perform lead removal services and filter changes at the Nassau County Rifle Range:

1

17130.00

17130,00

Service Dates: 08/04/, 08/05, 08/11, 08/12, 08/18, 08/19, 08/25, 08/26

Drum Transportation & Disposal 8/4/22

1

× 2975:00

2975.00

7 DRum - 1 \$500.00 9 \$ 250.00 × 2975.00

> SUB TOTAL TAX TOTAL

20105.00 0.00 20105.00

NET TO PAY

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	11	Charles Lindbergh Dr	r -								
11.		NONDALE NY 115			1						
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		tion Trucking Inc.	516-781-3	000						7 4 8	304
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	15.	GENERATOR'S/OFFEROR'S (marked and bioled/placarded	CERTIFICATION: I hereby declare that and are in all respects in proper con	hat the contents of the	ils consignment contina la ecol	i are fully and accura	tely described above	Sby the properst	ipping nam	e, and are classifi	ed, packagad,
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8/18/	/2022		Hazardoı	us Materi	al Labor	rer (8	Hours)			115.00	92	0.00	
8/18/	/2022	На	azardous	Material	Technic	cian (8 Hours)		,	110.00	88	0.00	
8/18/	/2022	D	isposable	e Chem.	Resistar	nt Clo	othing (2)			75.00	15	0.00	
8/18/	/2022	Haz. N	/lat. HEP	A Equip.	Vac. (2	Units	Inits @ 8 Hrs ea.) 10.00					160.00	
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COMPTROLLER COPY

Thursday, August 18, 202	2	Filters Change	
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant	1	\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	1
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	1
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	10	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.00	1
Sub-Total:		,	\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	L
Sub-Total:			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL: ,	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.0	
Second Drum and thereafter		\$275.0	
Sub-Total:			\$0,00
Sub-Totals:			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			. \$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.00
Total:			\$2,110.00

3019 Barrie Avenus Wantell, NY 11793-1296 Tel: (516) 781-5600 Fam: (516) 781-5085

Fiber Control, Inc.

Chenz Nassau County 1 West Street Mineols, NY 11501	4 poof	Nasser Com Co Union YCANCELNER	iomoval Service i County Riffe Rang haries Lindbergh R data, NY	lvd.
LABOR:			#OFSTADE	
Hazardous Material Laborer	-			
Hazardous Matarial Technician				- Control of the Cont
Hazardous Material Consultant			Spend, Mr.	ÖUT
Name of Laborer(s):	Signature		IN	
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:			# STATE	
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Fiber Control, free Representative		iyamo Sigma	a sol	<u> </u>
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ORDER /CONTRACT NO					Bl.	ANKET ORDER NO	Э.		<u> </u>		
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(4) 112855741 NAME (30) FIBER CON' (30) 3010 BURN' ADDR (30) WANTAGH,	S AVENUE		(5) ——	ar in	nd owin scluded; further or or all ite nal the laims m rere act ended i	ig and has not be and that any amo	m voucher is en previously unts claimed s and/or serves delivered or en accordaement for em arily expende noursed nor	just, tru claimed for disb lices we or rende ince will ployee d for th do I exp	s CERTIFICATION a, and correct; that the i; that no taxes from ursements have act the delivered or rende the difference pur the person of the correct to be reimbursed to be reimbursed to be reimbursed	which the Countries and necession	ty is exempt are a really been made, and in this claim, and order or contract contract. For all mounts set forth the monies exe.
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(30)				<u> </u>	EPT. GOO	OFS OR SERVICES DE ASSAU COUNTY DEA ASSAU COUNTY RIF	T. OF PARKS	& RECRE	ATION	VENDOR'S NET	PAYMENT TERMS
DATE DELIVERED			ITEM	IZATION					UNIT PRICE	AN	ТИЦО
8/19/2022		Hazardo	us Materia	al Labore	er (8	Hours)			115.00	92	0.00
8/19/2022	H	azardous	Material	Technic	ian (8 Hours)			110.00	88	0.00
8/19/2022	D	isposab	e Chem. I	Resistan	nt Clo	othing (2)			75.00	15	0.00
8/19/2022						@ 8 Hrs	ea.)	_	10.00	16	0.00
			Page	e 7 of 9				12	TOTAL CLAIMED >-	2,1	10.00
or Nassau County Departme	ent Use Only:	nto Ihat aniv or	no invoico is naval	hle ner claim vr	ucher	The invoice may be	charged to m	ore Ihan	one account code.		
HFS ACCOUNT CODES LINE # INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAL		GRANT	GRIDET		G/LACCOUNT	SUBSIDIARY	THUOWA
VOICE NO or CLAM NO and DESCRIF	אטרוי (50);		·								
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LINE # INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETA	AHL.	GRANT	GRTDE	TAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
3							<u> </u>		<u></u>		
HIVOICE HO or CLAMI NO and DESCRI	PT(ON (50): e no, er claim no." descripfon										
LINE # INDEX	SUBOBL	USERCODE	PROJECT	PROJUET	AIL	GRANT	GRTDE	TAB	GAL ACCOUNT	SUBSIDIARY	TAUOMA
4			<u></u>					···-			
NVOICE NO & CLAM NO and DESCR FORMAT - Timed	IPTION (50): ce no. or claim no." descriptor	1						 -			
NC Department						• •					
Contact Person											
TERPHONENO.					IDT DO	II ED CUDV					98 REV. 10/00

COMPTROLLER COPY

FORM NIFS560,11/98 ()CPC

Friday, August 19), 2022	Lead Removal Serv	ice
LABOR:	# OF STAF	F Rate Per Hr.	Total Rate
Hazardous Material Laborer		8 \$115.00	\$920.00
Hazardous Material Technician		8 \$110.0	\$880.00
Hazardous Material Consultant		\$75.0	\$1,800.00
Sub-Total;			\$1,800.00
Personal Protection Equipment:	# OF STAI	F Rate per Set	Total Rate
Disposable Chemical Resistant Clothing		2 \$75.0	0 \$150.00
Sub-Total:			\$150.00
TOOLS & MATERIAL	# of Unit:	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.0	0 \$0.00
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)		16 \$10.0	0 \$160.00
TOOLS & MATERIAL	# of Unit	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250.0	90 \$0.00
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Unit	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.0	00.00
Sub-Total:	-		\$0,00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Unit	s Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.0	l '
Second Drum and thereafter		\$275.	\$0,00
Sub-Total:			\$0.00
Sub-Totals:			
LABOR			\$1,800.0
PERSONAL PROTECTION EQUIPMENT			\$150.0
TOOLS & MATERIALS			\$160.0
TESTING / SAMPLING			\$0.0
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

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3016 Beris Avenus Wenced, NY 11783-0296 Tel: (316) 781-3660 Fer: (316) 761-3636

Fiber Control, Inc.

Fiber Control, Inc Representative:

Lead Removal Service Re: Nassau County Rifle Range sclow of One Charles Lindbergh Blvd. Chent Nasseu County Uniondale, NY i West Street Mincole, NY 11501 #OF STAFF LABOR: Herardous Material Laborer Hazartone Material Technician Hazardous Material Consultant OUI Name of Laborer(s): Signature zwel-100 # STAFF PERSONAL PROTECTIVE EQUIPMENT Disposal Chemical Resistant Clothing # OF UNITS TOOLS & MATERIAL Strinless Steel Sprayer Hazardons Mistarial HEPA equipped vacuum, incl. vac bags/ta. Miss. Supplies (squeegees, drains, respirators, etc.) . # OF UNITS TESTING/SAMPLING Laboratory Sample Testing SPECIALIZED WASTE TRANSPORATION & DISPOSAL etial 40 h First Drum (including sample analysis) Second Drum and thereafter Name: Project Representative:

Signature

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contracto≓'s Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division Rev. Dec 2008

WAGES PAID FOR WEEK # 340003 # 340005 454.36 # 340001 OMB No.: 1235-000 216.89 Expires: 07/31/202 474.54 BPNC16000039/POPK17000 핃 6) PROJECT OR CONTRACT NO. 174,26 162.44 TOTAL DED. 107,51 047 59,76 78.93 59.59 OTHE 14.73 LOCA (8) DEDUCTIONS 0.00 0.00 20,79 STAT 24.91 5 WITH-HOLDI NG 20.14 39.95 2.58 47.19 21.09 FICA 49.64 HINNING. 推推 PROJECT / ALL GROSS AMOUNT EARNED S 324.40 324,40 616.80 3010 Burns Ave Wantagh, NY 11793 RATE OF PAY 60,83 57.83 60.83 40.55 40,55 38,55 9 Lead Removal Services PROJECT AND LOCATION 주 속 로 9 ত 0 œ 0 œ 0 08/21 3 ٥ o o 0 0 0 08/20 Sa 0 O 0 0 0 0 HOURS WORKED EACH DAY (4) DAY AND DATE 08/19 0 0 O 0 ω σ) 08/18 æ 0 œ o 0 o 08/115 08/17 0 a O o 0 0 ت ت 08/21/2022 Ü ت ಼ ن 00/15 용 o o O 0 a 0 FOR WEEK ENDING 0 S 0 ú Ó ຜ Q Ø 0 (r) 0 01-0 O r OR SUBCONTRACTO Laborer/Building/ Asbestos Laborer / Building Laborer / Building CLASSIFICATION Asbestos Supervisor Asbestos Supervisor WORK Ê 0 0 ε $\overline{2}$ > Luis Puentes 8424A 57th Rd Elmhurst, NY 11373 24 Arcadia Lane Hicksville, NY 11801 xxx-xx-8921 NAME OF CONTRACTOR (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY (1)
NAME AND INDIVIDUAL IDENTIFYING NUMBER 35-26 108th St Corona, NY 11368 **Guicel Toledo** Diego Carrillo xx-xx-2186 xxx-xx-5534 321 NUMBER Fiber Control PAYROLL NO.

While completion of Form WN+ 347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week."

18. Department of Labor (DOL) regulators and subcontractors to subcitations of subcitations are subcitations at 25 C.F. F. 8, 5.5(a) (3) in require contractors to subcitations to subcitations to the Federal agency contracting for or financing project, accompanied by a signed "Statement of Completions at 25 C.F. F. 8, 5.5(a) (3) in require contractors to subcitations to subcitations to the Federal agency contracting for or financial and proper Devise accordance in the work performed. DOL and federal contracting agencies receiving this each laborar or mechanic has been paid not less than the proper Devise Becom prevailing wage rate for the work performed. DOL and federal contracting agencies received legisty required weges and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, Including time for reviewing instructions, searching existing data sources, gethering and maintaining the data needed, and completing and reviewing the collection, If you have any comments regarding these estimates or any other asyact of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U. S. Department of Labor, Room 83502, 200 Constitution Avenue, N. W. Washington, D.C. 20210.

Date 09/09/2022	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH	
Raiph Pantony Pr	Each laborer or mechanic listed in the above referenced payroll has been paid	enced payroll has been paid,
Sa		n the sum of the applicable ired fringe benefits as listed
do hereby state:	pasic noully wage late plos are amount or not require in the contract, except as noted in section 4(c) below.	DW.
(1) That I pay of Supervisering the payment of the Frider Control		
(Contractor or Subcontractor)	(c) EXCEPTIONS	
Lead Removal Services that during the payroll period commend	EXCEPTION (CRAFT)	EXPLANATION
on th 15 day August 2822 and ending t 21 day of August 2022 and ending t 21 day of August 2022 all persons employed on said project have been paid the full weekly wages earned,		
that no rebates have been or will be made either directly or indirectly to or our behalf of said.		
(Contractor or Subcontractor)		
full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible		
deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), Issued by the Section of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967,		
76 Stat. 357; 40 U.S.C. § 3145), and described below.		
	REMARKS:	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no the Bureau of Apprenticeship		·
such recognized agency exists in a State, are registered with the buteau or opportunities and Training, United States Department of Labor.	NAME AND TITLE	C Contract
(4) That:	Ralph Pantony President	
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FONDS, ON FINDS AND A SHARED PLANS.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3279 OF TITLE 31 OF THE UNITED STATES CODE.	AY SUBJECT THE CONTRACTOR OR DN 1001 OF TITLE 18 AND SECTION

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such

employees, except as noted in section 4(c) below.

COMPTROLLER COPY

FORM NIFS560.11/98 (REEL)

CO-155-A.3/98 REV. 10/00

Thursday, August 25, 202	2	Filters Change	
LABOR:	# OF STAFF	Rate Per Hr.	Total Rate
Hazardous Material Laborer	8	\$115.00	\$920.00
Hazardous Material Technician	8	\$110.00	\$880.00
Hazardous Material Consultant		\$75.00	\$1,800.00
Sub-Total:			\$1,800.00
Personal Protection Equipment :	# OF STAFF	Rate per Set	Total Rate
Disposable Chemical Resistant Clothing	2	\$75.00	
Sub-Total;			\$150.00
TOOLS & MATERIAL	# of Units	Rate per Hour	Total Rate
Stainless Steel Sprayer		\$10.00	, .
Hazardous Material HEPA equipped Vacuum incl. vac bags / each (2 units @ 8 hrs each)	16	\$10.00	\$160.00
TOOLS & MATERIAL	# of Units	Rate per Month	Total Rate
Misc. Supplies (squeeges, drums, respirators, etc)		\$250,00	1
Sub-Total:			\$160.00
TESTING / SAMPLING	# of Units	Rate per Sample	Total Rate
Laboratory Sample Testing		\$45.00	1 .
Sub-Total: - I'			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:	# of Units	Rate per Unit	Total Rate
First Drum (including sample analysis)		\$500.00	
Second Drum and thereafter		\$2.75.00	1
Sub-Total:			\$0.00
Sub-Totals:			
LABOR			\$1,800.00
PERSONAL PROTECTION EQUIPMENT			\$150.00
TOOLS & MATERIALS			\$160.00
TESTING / SAMPLING			\$0.00
SPECIALIZED WASTE TRANSPORTATION AND DISPOSAL:			\$0.0
Total:			\$2,110.0

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3010 Barks Avenu Wentsch, NY 11763-3236 Teb (516) 761-3609 Fee: (516) 761-3625

Fiber Control, Inc.

DE 18/25/2022

Client: Nateau County

1 West Street
Mineola, NY 11501

Re:

Lead Removal Service Nasseu County Rifle Range One Charles Lindbergh Blvd. Uniondale, NY

LABOR # OF STAFF Hazardous Material Laborer Hazardous Material Technician Harardous Material Consultent Name of Laborer(s): Signature OUL PERSONAL PROTECTIVE EQUIPMENT #STAFF Disposal Chemical Resistant Chairing TOOLS & MATERIAL #OF UNITS Stainless Steel Sprayer Hazardous Meterial HEPA equipped vacuum, incl. vac bags/ea. Misc. Supplies (squeegees, muns, respirators, etc.) TESTINGSAMPLING # OF UNITS Laboratory Sample Testing SPECIALIZED WASTE TRANSPORATION & DISPOSAL #OF UNITS Firm Down (including sample analysis) Second Drum and thereafter di Fredo Project Representative: Neme: Signanur†: Fiber Control, inc Representative: Signature

Comparison OF Bids

% difference plus or minus over Pre-Encumbrance #VALUE! #VALUE!

Recommended Vendor N/A Requisition # N/A N/A

Pre-Encumbrance: Buyer

Timothy Funaro

Purchas Order #

							dors	<u></u>				
		ENP Enviro	onmental	Total Envir	ronmental	GC Upsta		192 Bra	nch	Carman	Flores	
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1		115,00	48.50	48.50	150.00	150.00	147.00	147.00	0.00	0.00	48.50
_2	1	110.00	110.00	58,60	58.60	150.00	150.00	147.00	147.00	0.00	0.00	58.60
3	1	75.00	75.00	72.60	72.60	175.00	175,00	138.00	138.00	0.00	0.00	72,60
4	1	10.00	10.00	6.80	6.80	20.00	20.00	1.00	1.00	0.00	0.00	6.80
5	1	10,00	10.00	8,60	8.60	20.00	20.00	1.00	1.00	0.00	0.00	8,60
6	1	75.00	75.00	12.60	12.60	100.00	100.00	40.00	40.00	0.00	0.00	12.60
7	1	250.00	250.00	960.00	960.00	5000.00	5000.00	300,00	300.00	0.00	0.00	250.00
8	1	45.00	45.00	39.75	39.75	1500.00	1500.00	84.00	84.00	0.00	0.00	39,75
9	1		275.00	948.00	948.00	1000.00	1000.00	1900.00		0.00	0.00	275.00
10	1	275.00	275.00	438,00	438.00	700.00	700.00	980.00	980.00	0.00	0.00	275.00
11	1	0.00	0.00	0.00	0.00	65,00	65.00	0.00	0.00	9600.00	9600.00	0.00
12	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5989.99	5989,99	0.00
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14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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25	0	0.00	0.00	0.00	0.00	0.00	0.00	0			0.00	0.00
26	0		0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
27	0		0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
28	0		0.00	0.00	0.00	0.00	0.00	0			0.00	0.00
29	0		0.00	0.00	0.00	0.00	0.00	0	0.00		0.00	0.00
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Tel		516-394-2		877-777-31		631-392-06		631-467-		11		
Verl		Eugenia I		Gary Shake		Gonzalo Ca		Luke Sar				
Date	e	109/22/202	∠ sealed bid	1 09/22/2022	sealed bid	09/22/2022	sealed bid	109/22/20	22 sealed bid	11.		

ا √otes	Formal Sealed Bid 92678-09152	-208 Title: Lead Removal Se	ervices	
į				
	* key	0=No Bid		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights t	o the c	certificate holder in lieu of s	uch end	orsement(s).						
PRODUCER						CONTACT Diana Bertoni					
Arthur J. Gallagher Risk Management One Jericho Plaza	Servic	ces, LLC	PHONE (A/C, No, Ext): 516-622-2432 FAX (A/C, No): 516-622-2632					2-2632			
Suite 200			E-MAIL ADDRESS: Diana_bertoni@ajg.com								
Jericho NY 11753			INSURER(S) AFFORDING COVERAGE NAICE					NAIC#			
			INSURER A : Great Divide Insurance Company				25224				
INSURED		ENPENVI-01			Insurance C						
ENP Environmental Inc.								10885			
3280 Sunrise Highway					nsurance Cor	npany		39993			
Suite 72 Wantagh NY 11793			INSURER			 					
Viditagii i i i i i i i i i i i i i i i i i i			INSURER	₹E;							
COVEDACEO	TIFIO	1 THE 11111 CO. 1	INSURE	RF:				ļ			
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES		ATE NUMBER: 219101063	VE DEEL	LIGOUED TO		REVISION NUMBE					
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA	EMENT, TERM OR CONDITION IIN, THE INSURANCE AFFORD	OF ANY DED BY T	CONTRACT	OR OTHER I	DOCUMENT WITH RE	SPECT TO V	WHICH THIS			
INSR LTR TYPE OF INSURANCE	ADDL S	UBR			POLICY EXP (MM/DD/YYYY)		LIMITS				
A X COMMERCIAL GENERAL LIABILITY	Y Y	ECP2027866-14		12/16/2022	12/9/2023	EACH OCCURRENCE	\$1,000	000			
CLAIMS-MADE X OCCUR					12/8/2020	DAMAGE TO RENTED					
SS IIIIS IIII S GS SGIT			-			PREMISES (Ea occurrence					
			İ			MED EXP (Any one perso					
GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJUR					
			-			GENERAL AGGREGATE					
						PRODUCTS - COMP/OP		.000			
B AUTOMOBILE LIABILITY		BAP2020265-16				COMBINED SINGLE LIMI	\$				
ANY AUTO		BAP2020205+16		12/9/2022	12/9/2023	(Ea accident)	31,000	,000			
Haussan -						BODILY INJURY (Per per	/ 1				
AUTOS ONLY AUTOS						BODILY INJURY (Per acc					
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)					
					14000		\$				
A X UMBRELLA LIAB X OCCUR		FFX2033988-12 EXO4279260		12/16/2022 12/16/2022	12/9/2023 12/16/2023	EACH OCCURRENCE	\$ 5,000	,000			
EXCESS LIAB CLAIMS-MADE		270 270200		12/10/2022	12/10/2023	AGGREGATE	\$ 5,000	,000			
DED RETENTION \$						Excess Over Umbrella	\$ 5,000	000,			
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA203689711		2/17/2023	2/17/2024	X PER OF STATUTE	TH- R				
ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000	,000			
OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	"					E.L. DISEASE - EA EMPL	OYEE \$ 1,000	,000			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY I	LIMIT \$ 1,000	000,			
A Pollution Liability Professional Liability-ClaimsMade		ECP2027866-14		12/16/2022	12/9/2023	Each Pollution Condit	\$1,00	0,000			
Professional Liability-Galmswade						Each Claim	\$1,00	00,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). General Liability Additional Insured as Required by Written Contract with the Named Insured, form #ECP 1246 01 21 and ECP 1248 01 21. Umbrella policy sits over all above coverages including General Liability, Automobile Liability, Professional Liability, Pollution Liability and Employers Liability. RE: Lead Removal Services. Nassau County Office of Purchasing is Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.											
CERTIFICATE HOLDER		· · · · · · · · · · · · · · · · · · ·	CANC	ELLATION	• • •			The desired by the second			
Nassau County Office of Purchasing One West Street 1st floor North Entrance Mineola NY 11501				ULD ANY OF EXPIRATION ORDANCE WI	N DATE THI TH THE POLIC NTATIVE	ESCRIBED POLICIES EREOF, NOTICE WI Y PROVISIONS.					
				1 Tome	olette.						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS -- ONGOING OPERATIONS -- COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2027866-14	12/16/2022	12/9/2023	12/16/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- SECTION III WHO IS AN INSURED is amended to include as an additional insured:
 - 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
 - 2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for bodily injury or property damage under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability, or personal injury or advertising injury under SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. Bodily injury or property damage occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

- (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI-REPORTING, DEFENSE, SETTLEMENT & COOPERATION:
 - 1. Duties -- Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence or offense which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. SECTION VII CONDITION 10. Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2027866-14	12/16/2022	12/9/2023	12/16/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
 - 1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
 - 2. Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for bodily injury or property damage under SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 — Contractors Pollution Legal Liability and Coverage D.4 — Microbial Substance Contractors Pollution Liability, directly caused by your work performed for the additional insured described in Paragraph 1. or 2. above, and included in the products-completed operations hazard.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Will not extend beyond that which is provided to you in this policy.
- II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI -

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. SECTION VII CONDITION 10. Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional insured under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2027866-14	12/16/2022	Great Divide Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
ENP Environmental, Inc		
507A W Broadway		Charlet
Long Beach, NY 11561		
COVERAGE PARTS AFFEC	TED:	
Environmental Combined	d Policy	

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

Waiver of Subrogation-Manuscript

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

The following is added to Paragraph 17. Subrogation of SECTION VII - CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D - CONTRACTORS POLLUTION LIABILITY under this policy.

Such waiver by us applies only if:

- 1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
- 2. The insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver also extends to any other person or organization you are explicitly required to waive rights of recovery under the contract or agreement described in Paragraph 1. above.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a SCHEDULE of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

19 Mobile
Equipment
Subject To
Compulsory Or
Financial
Responsibility
Or Other Motor
Vehicle
Insurance Law
Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household,
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

- a. Supplementary PaymentsWe will pay for the "insured":
 - (1) All expenses we incur.
 - (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
 - (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ENP Environmental, Inc Endorsement Effective Date: 12/9/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

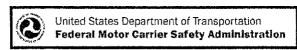
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OMB No.: 2126-0008

Expiration: 5/31/2024

	US DOT Number:	Date Received:	
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A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to	ENP Environmer		of	507A W Broadway		
	(Motor Carrier na	me)		(Motor Carrier state	e or provi	nce)
Dated at	P O Box 1532, ,	Charlottesville, VA 22902	on this	7day of	D <u>ecembe</u>	er, 2021
Amending	Policy Number:	BAP2020265-16	Effe	ective Date: 12/9/202	2	
Name of In	surance Company	: Key Risk Insurance Comp	oany			
				Countersigned b	y: <u>_</u>	This De Landen
						orized company representative)
The policy	to which this endo	rsement is attached provides	primary or exc	ess Insurance, as In	dicated f	or the limits shown (check only one)
	nsurance is primary	and the company shall not be	liable for amour	nts in excess of \$	0	for each accident,
	nsurance is excess erlying limit of \$	and the company shall not be for each accider		ts in excess of \$		for each accident in excess of the
of said poli	icy and all its endo	deral Motor Carrier Safety A rsements. The company also licy is in force as of a particu	agrees, upon	telephone request b	y an auth	
other party (2) if the in	/ (said 35 days noti sured is subject to	ice to commence from the da	ite the notice is quirements und	mailed, proof of ma ler 49 U.S.C. 13901,	ling shal by provi	ve (35) days notice in writing to the I be sufficient proof of notice), and iding thirty (30) days notice to the office in Washington, DC)

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

Revised 3/31/2020 OMB No.: 2126-0008

Expiration: 3/31/2021

SCHEDULE OF LIMITS - PUBLIC LIABILITY

FORM MCS-90

Type of carriage	Commodity transported	January 1, 1985
For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.3, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacitie in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as define in 49 CFR 173.403.	s .3
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000 i
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	\$5,000,000 a

^{*}The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

#WCA203689711

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.