



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-58-2026

Subject: Testing of Underground Petroleum Storage Tanks (S/B # 90785-02266-015)	Date: June 17, 2026
Department: Shared Services Office of Purchasing	Vendor Name: AARCO Environmental Services Corp.
Department Head Name: Melissa Gallucci	Contract Number: A-58-2026
Department Head Signature: <i>Melissa Gallucci</i>	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals

Date & Initial	Approval	Date & Initial	Approval
8/21/2026 <i>OG</i>	Chief Procurement Officer	8/24/26 <i>AW</i>	Budget
8/21/2026 <i>MD</i>	County Attorney	8/24/26 <i>AW</i>	County Executive

Rev. 03/2024

Significant Adverse Information Identified? Yes ☐ / No ☒ (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for testing of underground petroleum storage tanks for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in the New York Post, New York State Contract Reporter and posted on Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation: 20*

Vendors bid on this solicitation: 6

- 3 Woman Owned business
- 1 Minority (African/American)
- 8 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 11 None of the Above

- 0 Woman Owned Business
- 0 Minority (African/American)
- 1 Small Business
- 0 Service Disabled (Veteran) Owned
- 0 Veteran Owned Business
- 5 None of the Above

The Identified lowest responsible bidder AARCO Environmental Services Corp. is not listed in any of the above categories. *** Some vendors listed themselves in multiple categories.**

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 dollars (\$2,000,000.00) from general funds PWGEN1070 DETNK, and PWCAPCAP 00006. 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 additional two (2) month period, for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to AARCO Environmental Serves Corp. as the lowest responsible bidder meeting specifications.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-58-2026

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: June 17, 2026

SUBJECT: RESOLUTION – NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

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 DOLLARS (\$ 2,000,000.00) ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO AARCO ENVIRONMENTAL SERVICES CORP. FOR TESTING OF UNDERGROUND PETROLEUM STORAGE TANKS.

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



RULES RESOLUTION

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 THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND AARCO ENVIRONMENTAL SERVICES CORP.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 90783-02266-015 for testing of underground petroleum storage tanks for Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that AARCO Environmental Services Corp. meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

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 AARCO Environmental Services Corp.



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 ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Suzanne Spadalik [SUZANNES@AARCOCORP.COM]

Dated: 05/07/2026 03:29:53 pm

Vendor: AARCO Environmental Services corp

Title: Controller

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: 05/07/2026

1) Proposer's Legal Name: AARCO Environmental Services corp

2) Address of Place of Business: 50 GEAr Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 111834656

5) Federal I.D. Number: 810551121

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [] NO [X] If yes, please provide details:

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict 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.

should a conflict arise we would notify county and adhere to their guild lines

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
05/13/2002
- 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.
Richard Spadalik 3 Yellow Brick Ct Northport NY 11768
Roger Terlaga 18 S Equestrian Ct Hauppauge NY 11788
- iii) Name, address and position of all officers and directors of the company. If none, explain.
Same as above
Richard Spadalik President and Treasurer
Roger Terlaga VP and Secretary
COO - Steve Plofker - 55 Appel Dr Shirley NY 11967
CFO - Suzanne Spadalik - 3 Yellow Brick Ct Northport NY 11768
- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
84
- vi) Annual revenue of firm;
30000000
- vii) Summary of relevant accomplishments
Multiple contracts regarding tank removals in Nassau/Suffolk county and the five boroughs
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
24

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

1 File(s) uploaded: AARCO Service Offerings.pdf

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	Town of Islip		
Contact Person	Thomas Kahl		
Address	401 Main St		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 595-3500		

Fax # _____
E-Mail Address tkahl@islipny.gov

Company Town of Brookhaven
Contact Person karen Volkman
Address 550 North Ocean Ave
City Patchogue State/Province/Territory NY
Country US
Telephone (631) 451-6551
Fax # _____
E-Mail Address Kvolkman@brookhavenny.gov

Company Walden Associates
Contact Person Darren Ikin
Address 16 Spring St
City Oyster Bay State/Province/Territory NY
Country US
Telephone (631) 829-6787
Fax # (631) 586-5910
E-Mail Address dikin@walden-associates.com

I, Jackie Manzo , 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, Jackie Manzo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the 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 FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: AARCO Environmental Services Corp

Electronically signed and certified at the date and time indicated by:

Jackie Manzo JACKIEM@AARCOCORP.COM

Admin

Title

06/12/2026

Date



SERVICE OFFERINGS

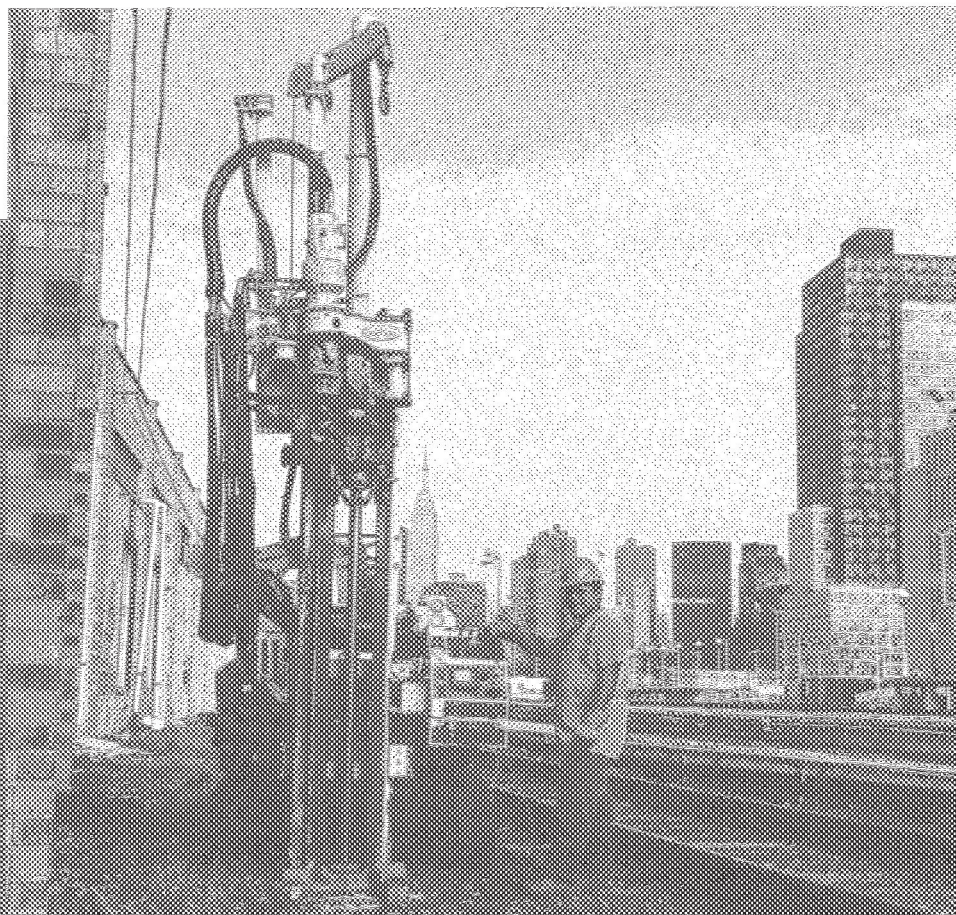
- Direct Push Geoprobes
- Air/Mud Rotary Rock Coring
- Sonic Drilling
- Hollow Stem Auger
- Truck & Track Mounted Rigs w/ Auto Hammers
- Limited Access Capabilities
- Well Abandonments
- Chemical Injections
- Licensed Well Drilling

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Soft Dig Capabilities
- Test Pit Excavation
- Video Pipe Inspection
- Waste Characterization & Profiling Support
- IDW Transportation & Waste Disposal

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION



DRILLING SERVICES

AARCO Environmental Services Corp. supports both Environmental and Geotechnical drilling investigations throughout the NY tri-state region. With a diverse, modern, and well maintained fleet of equipment, our team of drilling experts take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in both New York & New Jersey. Give us a call today, we're here to help!

ABOUT AARCO ENVIRONMENTAL:

AARCO Environmental was founded in 2002 as an environmental contracting company based on Long Island. We have built a strong reputation on providing safe, quality service to our public and private sector clientele.

LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM



SERVICE OFFERINGS

- Tank Tightness Testing
- Cathodic Protection Testing, Installation, and Service
- EZY Locator Plus
- Overfill EZY Check II
- Functionality Testing
- AST Tank Inspections
- Non-Destructive Testing
- Precision Line Testing
- Leak Detector Testing
- Stage II Vapor Recovery Testing
- Ultrasonic Thickness Testing
- Helium Pinpoint Leak Detection

VALUE ADDED SERVICES

- Emergency Spill Response
- Utility Locating Service
- Ground Penetrating Radar
- Tank Removal & Closure
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Vacuum Truck Services
- Waste Management

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- FUELING STATIONS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION



PUMP & TANK SERVICES

AARCO Environmental Services Corp. provides turn key pump & tank services throughout the New York tri-state region. Our team of licensed and certified pump and tank experts are prepared to test your tanks, associated lines, and perform all necessary repairs to bring your system into regulatory compliance. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, and CT. Give us a call today, we're here to help!

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LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM



SERVICE OFFERINGS

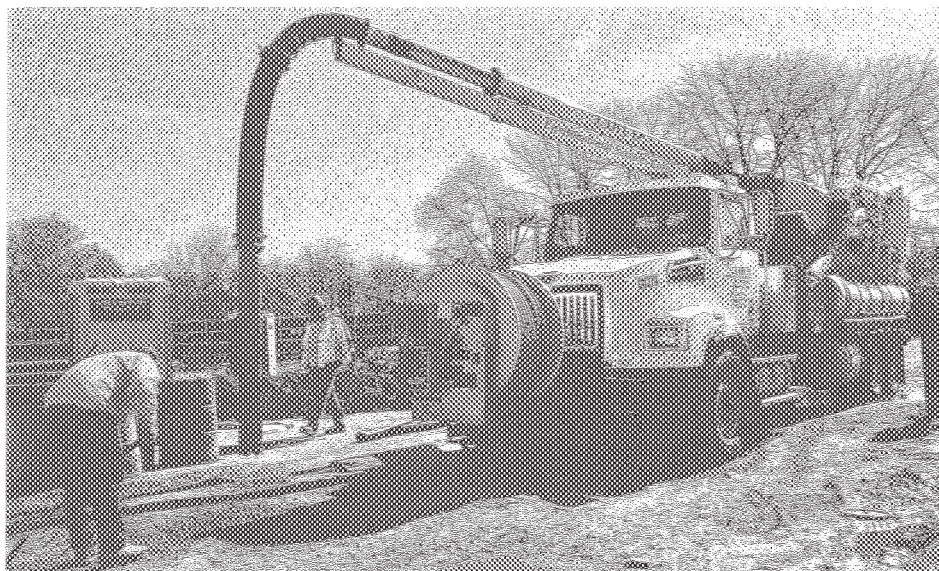
- Emergency Spill Response
- Confined Space Entry
- Industrial Cleaning
- Tank Removal & Closure
- Decontamination
- Excavation
- Vactor & Guzzler Service
- Line Jetting
- Roll-Off Transportation
- Liquid Vacuum Trucks
- Remedial System Installation
- Waste Management

VALUE ADDED SERVICES

- Utility Locating Service
- Ground Penetrating Radar
- Investigative Drilling
- Chemical Injections
- Video Pipe Inspection
- Tank Testing
- Waste Characterization & Profiling Support

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- CONSTRUCTION
- MEDICAL FACILITIES
- SCHOOLS
- MANUFACTURERS
- TRANSPORTATION



REMEDIATION SERVICES

AARCO Environmental Services Corp. provides a variety of turn key remedial services throughout the New York tri-state region. Our team of innovative remedial experts, along with our diverse fleet of modern equipment, take a personal approach to successfully completing each project safely, on time, and under budget. With service centers located in Lindenhurst, NY and Woodbridge, NJ we are strategically located to meet your needs in NY, NJ, PA, and CT. Give us a call today, we're here to help!

ABOUT AARCO ENVIRONMENTAL:

AARCO Environmental was founded in 2002 as an environmental contracting company based on Long Island. We have built a strong reputation on providing safe, quality service to our public and private sector clientele.

LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM



SERVICES AVAILABLE

TRANSPORTATION

Our fleet of waste hauling vehicles include van trailers, tankers, vacuum trucks, box trucks, and roll-offs all of which are permitted to securely transport hazardous, universal, & non-hazardous wastes throughout the northeast and mid-atlantic regions.

DISPOSAL

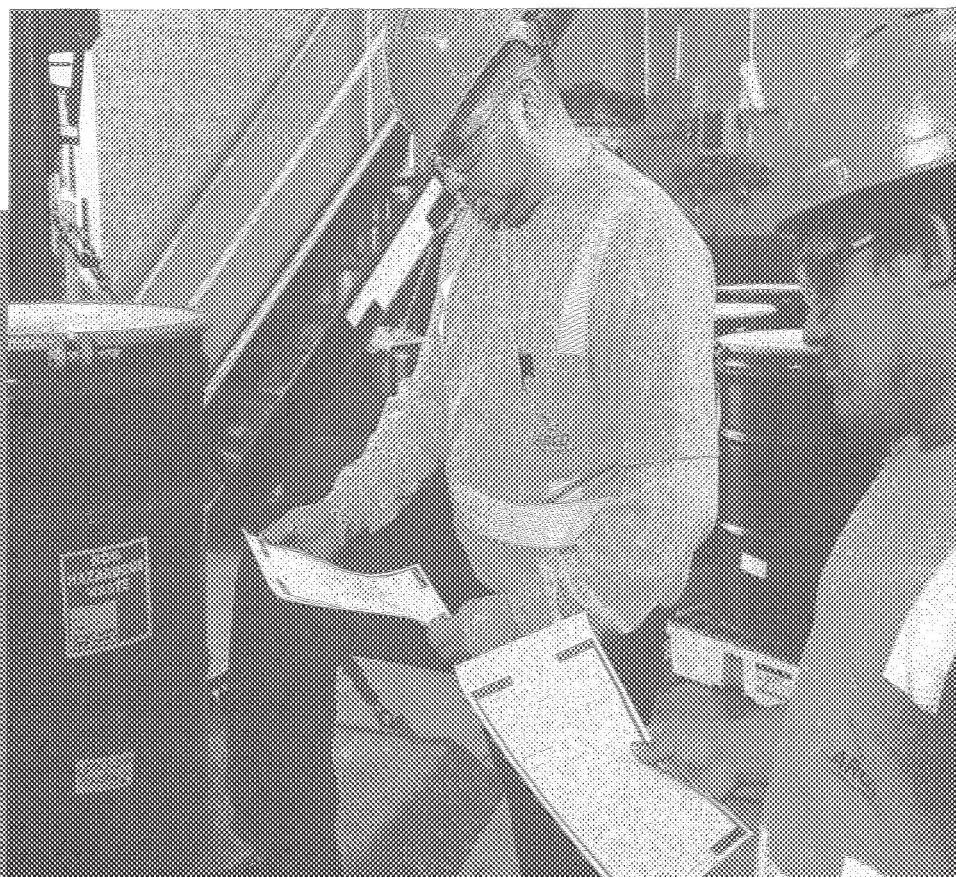
Dale Transfer Corp., our subsidiary manages a wide variety of non-hazardous wastes. In addition, we offer a variety of hazardous waste treatment options and facilities to meet the disposal requirements of your organization.

COMPLIANCE SUPPORT

With over 100 years of collective waste management experience we offer a consultative approach to your waste management program. We can assist with RCRA compliance support including waste characterization, storage area setup & maintenance, and regulatory reporting.

INDUSTRIES SERVED

- PROPERTY MANAGERS
- CONSULTANTS & ENGINEERS
- UTILITIES
- MUNICIPAL GOVERNMENTS
- SCHOOLS
- MEDICAL FACILITIES
- MANUFACTURERS
- CONSTRUCTION
- PHARMACEUTICALS



WASTE MANAGEMENT SERVICES

AARCO Environmental Services Corp. provides waste transportation, disposal, and compliance support to a variety of waste generating clients throughout the NY tri-state region. With a variety of treatment options and disposal facilities available, our waste management experts create a program tailored to your organizations waste goals following all EPA, state, and local regulations. Our service centers are located in Lindenhurst, NY and Woodbridge, NJ which are strategically located to safely & efficiently manage all of your organizations waste streams. Give us a call today, we're here to help!

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LICENSED & INSURED

NY: 631.586.5900
NJ: 732.750.0289

WWW.AARCOENVIRONMENTAL.COM



DALE TRANSFER CORP.
Long Island's Premier Industrial Waste Facility

WASTE STREAMS ACCEPTED

- Investigative Drilling Waste
- Off-Spec Products
- Petroleum Impacted Liquids
- Contaminated Sludges & Soils
- Pharmaceutical Production Waste
- Catch Basin Debris
- Septic & Grease Waste
- Spill Cleanup Debris & PPE
- Out of Date Non-RCRA Chemicals
- Oil Water Separator Waste

DISPOSAL TECHNOLOGIES

- Recycling
- Landfill
- Waste To Energy
- Beneficial Reuse
- Incineration

ADDED VALUE SERVICES

- Waste Profile Support
- Pre-printed Manifests
- Sampling & Waste Characterization
- Bulk & Drum Transportation
- Extended & Emergency Hours

INDUSTRIES SERVED

- ENVIRONMENTAL FIRMS
- MANUFACTURERS
- PHARMACEUTICALS
- ENGINEERS & CONSTRUCTION
- UTILITIES
- TRANSPORTATION
- MUNICIPAL GOVERNMENTS

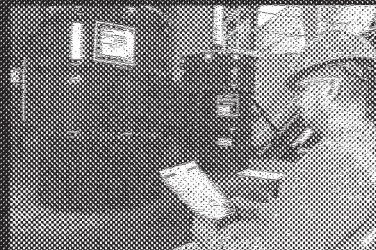
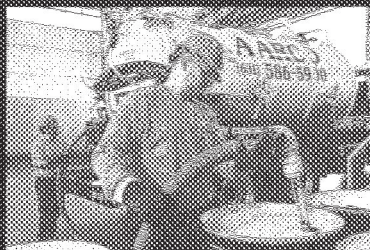


DALE TRANSFER CORPORATION

Dale Transfer Corporation is permitted to receive a wide variety of non-hazardous wastes from our clients located throughout the region. Dale is regulated by the NYSDEC and is permitted, on a daily basis, to receive 77,000 gallons of non hazardous industrial liquid in addition to 300 cubic yards of impacted solids. Our facility is strategically located in West Babylon, NY allowing for the safe and efficient handling of waste materials generated within the NY tri-state region. Give us a call today, we're here to help!

ABOUT DALE TRANSFER CORP.:

Dale Transfer Corp. was founded in 2014 as an Non-Hazardous waste transfer facility located in West Babylon, New York. Our facility has built a strong reputation within the industry by providing compliant and responsive disposal services to our waste management clientele.





SERVICE OFFERINGS

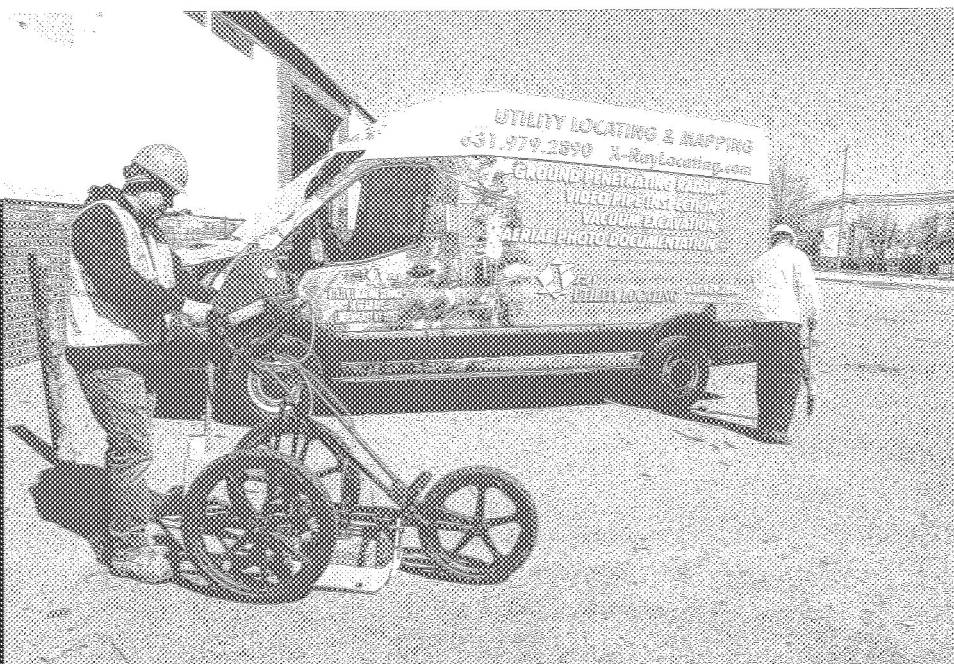
- Line & Utility Locating
- Ground Penetrating Radar (GPR)
- Video Pipe Inspections
- Vacuum Excavation (Soft Dig)
- Buried Manhole Cover & Valve Investigations
- Tank Locating
- Digital Mapping

VALUE ADDED SERVICES

- Emergency On-Call Service
- Line Jetting
- Chemical Injections
- Env. & Geotechnical Drilling
- Confined Space Entry
- Tank & Line Testing
- Test Pit Excavation
- Waste Transportation & Disposal

INDUSTRIES SERVED

- ENVIRONMENTAL FIRMS
- CONSULTANTS & ENGINEERS
- DEVELOPERS
- PROPERTY MANAGERS
- CONSTRUCTION
- UTILITIES
- MUNICIPAL GOVERNMENTS
- RESIDENTIAL
- SCHOOLS
- MANUFACTURERS

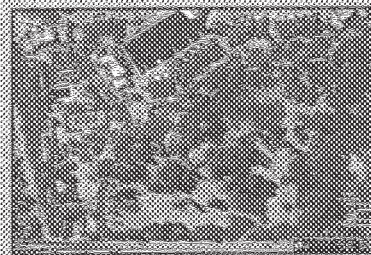
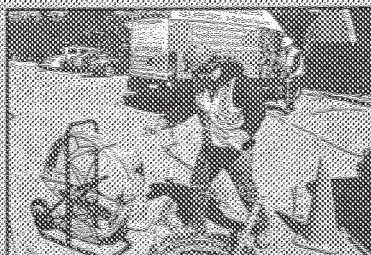


Xray Locating Service, Inc.

Many organizations do not realize the importance of a proper mark-out prior at the start of a project. Xray Locating Service's mission is to prevent unnecessary personal injuries along with costly utility and property damage at your project site. Our team of industry experts provide responsive, thorough, and accurate sub-surface utility surveys often extending surveys completed by a public call out. Our office is located in Lindenhurst, NY strategically located to cover both the Northeast and MidAtlantic regions. Give us a call today, we're here to help!

ABOUT XRAY LOCATING SERVICE:

Xray Locating Service, Inc. was founded in 1998 as a private underground utility locating company offering a wide range of project support services. We have built a strong reputation within the industry by providing safe, quality service to our public and private sector clientele.



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

1. Principal Name: Richard Spadalik
Date of birth: 03/07/1968
Home address: 3 Yellow Brick Ct
City: Fort Salonga State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
Business Address: 50 gear avenue
City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 6315865900
Other present address(es):
City: Northport State/Province/Territory: NY Zip/Postal Code: 11768
Country: US
Telephone: 6315865900

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>05/02/2002</u>	Treasurer	<u>05/02/2002</u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u></u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

55% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you 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 the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Richard Spadalik , 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, Richard Spadalik , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the 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 FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Aarco Environmental Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Richard Spadalik RICK@AARCOCORP.COM

President

Title

06/11/2026 03:10:30 pm

Date

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

1. Principal Name: Roger Terlaga
Date of birth: 07/04/1968
Home address: 18 SO Equestrain Court
City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788
Country: US
Business Address: 50 Gear avenue
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 6315865900
Other present address(es):
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 6315865900

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>05/02/2002</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>05/02/2002</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

45% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ 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 ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you 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 the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Roger Terlaga , 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, Roger Terlaga , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the 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 FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AARCO Environmental Services Corp.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Roger Terlaga ROBERT@AARCOCORP.COM

Vice President

Title

05/08/2026 03:07:01 pm

Date

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

1. Principal Name: Steven Plofker
Date of birth: 08/21/1960
Home address: 55 Appel Drive
City: Shirley State/Province/Territory: NY Zip/Postal Code: 11967
Country: US
Business Address: 50 GEAR AVENUE
City: LINDENHURST State/Province/Territory: NY Zip/Postal Code: 11757
Country: US
Telephone: 6315865900
Other present address(es):
City: LINDENHURST State/Province/Territory: _____ Zip/Postal Code: _____
Country: US
Telephone: 6315865900

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>08/20/2019</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you 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 the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Steven Plofker , 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, Steven Plofker , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the 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 FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Aarco Environmental Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Steven Plofker SPLOFKER@AARCOENVIRONMENTAL.COM

Chief Operating Officer

Title

05/07/2026 03:09:58 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: AARCO Environmental Services

Address: 50 Gear Ave

City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757

Country: US

2. Entity's Vendor Identification Number: 1000032657

3. Type of Business: Ltd. Liability Co (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	<u>Steven</u>		
Last Name	<u>Plofker</u>		
MI		Suffix	
Address	<u>50 Gear Avenue</u>		
City	<u>Lindenhurst</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11704</u>
Country	<u>US</u>		
Position	<u>Chief Operating Officer</u>		

First Name	<u>Richard</u>		
Last Name	<u>Spadalik</u>		
MI		Suffix	
Address	<u>50 Gear Ave</u>		
City	<u>Lindenhurst</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11757</u>
Country	<u>US</u>		
Position	<u>President</u>		

First Name	<u>Roger</u>		
Last Name	<u>Terlaga</u>		
MI		Suffix	

Address	50 Gear Ave		
City	Lindenhurst	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11757
Position	VP		

First Name	Suzanne		
Last Name	Spadalik		
MI	Suffix		
Address	50 Gear Ave		
City	Lindenhurst	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11757
Position	Controller		

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

First Name	Roger		
Last Name	Terlaga		
MI	Suffix		
Address	50 Gear Ave		
City	Lindenhurst	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11757
Position	VP		

First Name	Richard		
Last Name	Spadalik		
MI	Suffix		
Address	50 Gear Ave		
City	Lindenhurst	State/Province/ Territory:	NY
Country	US	Zip/Postal Code:	11757
Position	President		

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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 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 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):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jackie Manzo [JACKIEM@AARCOCORP.COM]

Dated: 06/12/2026 11:47:39 am

Title: Admin

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		BID NUMBER 90783-02266-015
	COUNTY OF NASSAU		Dated: Ad. 01/29/2026
	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		BID OPENING DATE February 26, 2026 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro		TELEPHONE 516-571-7720	RECEPTION NUMBER OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Testing of Underground Petroleum Storage Tanks

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

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 0 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	AARCO Environmental Services Corp		
ADDRESS	50 Gear Ave		
CITY	Lindenhurst	STATE	NY
ZIP CODE	11757	TELEPHONE	631-586-5900
SIGNATURE OF AUTHORIZED INDIVIDUAL	Steven Plofker		
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 IMPOSED 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.
4. PRICES The provisions of the New York State Fair Trade Law (Fedor-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 or 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 expense.
7. 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.
8. 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.
9. 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.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. 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.
14. 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.
15. 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.
21. 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.
 - (e) 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.
 - (f) 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.
 - (g) 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.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. 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.
24. 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.
25. 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.
26. 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.

DISCLOSURE STATEMENT

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

Bidders Name: AARCO Environmental Services Corp

Address: 50 Gear Ave Lindenhurst NY 11757

Telephone No: 631-586-5900

Fax No: 631-586-5910

1. State Whether: A Corporation X
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

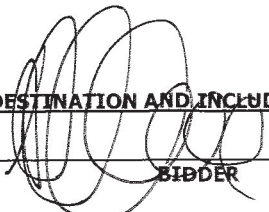
N/A

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER SIGN HERE



BIDDER

COO

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: AARCO Environmental Services Corp

ADDRESS: 50 Gear Ave Lindenhurst NY 11757

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757

VICE PRESIDENT Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757

SECRETARY Roger Terlaga - 50 Gear Ave Lindenhurst NY 11757

TREASURER Rick Spadalik - 50 Gear Ave Lindenhurst NY 11757

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN? 2025

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 25 Years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? _____

All environmental and drilling services

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Rick Spadalik	President	20+	Environmental	office, field, ownership
Roger Terlaga	Vice President	20+	Environmental	office, field, ownership

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

We have performed this contract in the past

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

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TITLE

Carmine Costantini - Senior Project manager

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Town of Islip

ADDRESS: 401 Main St Islip NY 11751

TELEPHONE: (631) 595-3500 ext. 1688 CONTACT PERSON Thomas Kahl

CONTRACT DATE: March 2017 - Present

e-mail Tkahl@islipny.gov

2. REFERENCE'S NAME: Town of Brookhaven

ADDRESS: 550 North Ocean Ave
Patchogue NY 11772

TELEPHONE: 631-451-6551 CONTACT PERSON Karen Volkman

CONTRACT DATE: March 2017 - Present

e-mail Kvolkman@brookhavenny.gov

3. REFERENCE'S NAME: Eastern Suffolk Boces

ADDRESS: 201 Sunrise Highway Patchogue NY 11772

TELEPHONE: (631) 472-8775 CONTACT PERSON James O'Hagan

CONTRACT DATE: March 2017 - Present

e-mail johagan@esboces.org

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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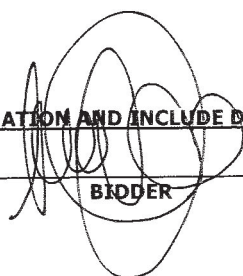
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I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves, is written over the signature line.

BIDDER

COO

TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

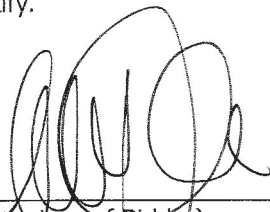
PLEASE CHECK ONE:

☒ 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: 2/24/26

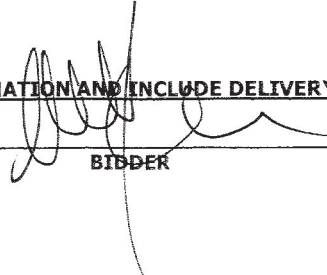

(Signature of Bidder)

Print Name: Steven Plofker

Print Title: COO

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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.

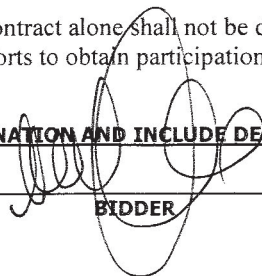
(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require 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 County 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,

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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, licensor, 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:

- a. 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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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.

Disclosure of Conflicts of Interest. 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.

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- 1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- 2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- 3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
- 4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
- 5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- 6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under 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, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, 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.

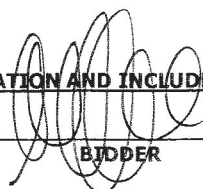
M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by 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 Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

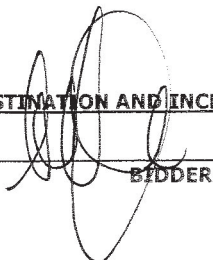
PLEASE NOTE:

- 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:

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

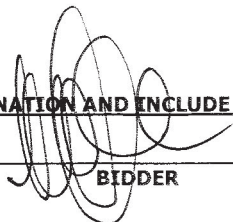
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for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

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications 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 _____ **Days A/R/O.**

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 **MUST** APPEAR ON THE INVOICE:

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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.

Steven Plofker	2/24/20
CLAIMANT NAME	DATE
BY SIGNATURE	COO
	TITLE

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID*

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.

*******VENDOR CLAIM CERTIFICATION*******

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

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, delivery 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.

Steven Plofker	2/24/20
Claimant Name	Date
By Signature	COO
	Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

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 appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

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.

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BIDDER	TITLE

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: 1 yr

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:

N/A

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: 90 **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.

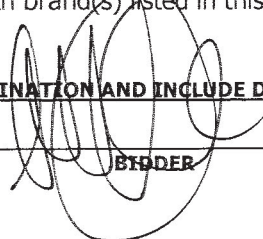
365 days.

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 bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

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.

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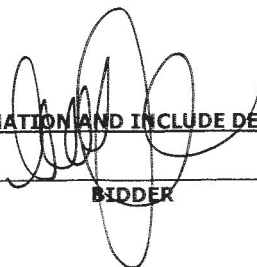
TITLE

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 in 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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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:

- A) Certificate of Insurance name the County of Nassau as co-insured: Hub International
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause): Hub International

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.

NON PERFORMANCE

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 is 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.

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

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TITLE

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:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

COO

Title

Date

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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 IN DETAIL 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 York,

this 24th day of February, 20 26 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: AARCO Environmental

Address: 50 Gear Ave

Street: Gear Ave

City, Town, etc: Lindenhurst NY 11757

Telephone: 631-586-5900

Title: _____

If applicable, responsible Corporate Officer

Name Steve Plofker Title COO

Signature: _____

Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN
AUTOMATIC REJECTION OF THE BID.**

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Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date:

2/24/26

Signature:

Name:

Steven Plofer

Title:

Chief Operating Officer

Contractor Name:

AARCO Environmental Services Corp

Contractor Address:

50 Gear Ave Lindenhurst NY 11757

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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.

Prices **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 placed 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 proprietor, 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.

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

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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. Awarded. "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. County Service Contract. "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. County Financial Assistance. "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:

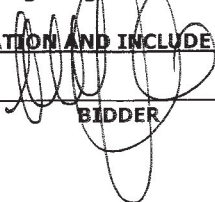
A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

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. Renewals and Extensions. 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.

i. 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. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

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. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver 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 or 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 waiver 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.

OR

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:

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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.

OR

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 claimed 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 Waiver Request Office
One West Street – 4th Floor

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Mineola, New York 11501

c. Waiver 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 so may 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 alters its 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:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living 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. County Financial Assistance Agreements and County Leases. 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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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:

i. 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 paid 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.

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

Appendix L

Certificate of Compliance

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

The chief executive officer of the Contractor is:

Rick Spadalik (Name)

50 Gear Ave Lindenhurst NY 11757 (Address)

631-586-5900 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements

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

BIDDER SIGN HERE

BIDDER

COO

TITLE

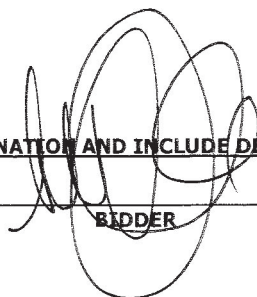
of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County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

In the past five years, Contractor _____ has ~~_____~~ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ~~_____~~ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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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

2/26/26

Signature of Chief Executive Officer

Rick Spadalik

Name of Chief Executive Officer

Sworn to before me this

25th day of February, 2006.



Notary Public

TARA L BOGGS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6203253
Qualified in Suffolk County
My Commission Expires 03-30-2029

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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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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.

PRE BID 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.

Estimated Annual Usage Approximately \$305,000.00

Prevailing wages are applicable to this bid use, Plumber tank and pump for plumbing related issues and Electrician for electrical related issues both from article 8.

Summary:

The County has approximately 380 underground storage tanks at over 125 locations countywide that are mandated by the Nassau County Fire Commission and or the Nassau County Department of Health regulations to be tested on a routine basis.

ACCREDITATIONS/LICENSING:

Applicants must be able to provide proof that they employ staff holding the following accreditations/licensing.

1. State of New York, County of Nassau, Health Department F/C Liquid Store Installers license 20251R17(FT)
2. State of New York, County of Nassau, Health Department F/C Tank Removal license 20251R17(FT)
3. NYS 364 Transporter permit 1A-727
4. Forty-Hour OSHA certified technicians
5. Eight-Hour Hazwopper certified technicians
6. Ten Hour OSHA construction safety certified technicians
7. OSHA Medical Clearance
8. Respirator Fit Tested technicians

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9. API Certified technicians 6
10. LPS Certified technicians ~~0~~ - will certify if required 6
11. UST and AST Nassau County Certified Tank testers 4
12. First aid and CPR certified technician 9
13. Cathodic Protection 1 Tester, Issued by The National Association of Corrosion Engineers 1

PARTS: All parts associated with testing of petroleum product storage tanks from the tank to the supported apparatus including but not limited to, alarms, vent lines, feed lines, return lines, pipes. All parts should be OEM or commonly used replacement parts, which must be approved by designated County representatives.

REPAIRS : Repair needs discovered during testing shall be considered emergencies and completed as soon as reasonably possible to avoid DEC and DOH shutdowns. Vendor shall contact their designated County representative and notify them of the repair, parts needed and length of time needed to complete repairs. Upon request of the using agency, vendor shall provide a "day tank" to ensure county operations during repair period. Upon submittal of invoice proving rental of such tank, using agency will reimburse cost without markup or discount.

Repair needs not required to pass testing must be authorized by the designated County representative for the site and performed under direct supervision of County Personnel.

In all cases, all equipment rentals and material purchases shall be approved by a designated County representative prior to commencement of work. Vendor will send one technician unless specified by and/or agreed upon by County representative prior to commencement of work.

VENDOR MUST PROVIDE:

Contractor will maintain stock of regular supply items commonly used in their trade (i.e. Tape, screws, cable ties, adhesive liquids, etc.) and ensure that mechanics arrive at the jobsite adequately supplied with such. Departures from job site to obtain such items shall not be charged as time worked to the county. Departures from the job site for OEM parts will be with prior approval of the designated agency representative and shall be obtained from a supplier as local to the job site as reasonably possible.

On all jobs performed by the vendor, job location shall be restored to a safe and aesthetically acceptable condition prior to departure.

PAYMENT:

1. Time sheet signed by authorized county personnel. Time sheets shall show time of arrival and time of departure. Travel time to and from place of employment or prior jobs shall not be considered in the total work time charged to the using agency and must not be submitted.

2. Details of parts used:

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Only actual system components, shown on the plans and specifications for the affected system machinery, should be billed. If the parts used are regularly kept in stock by the contractor, manufacturer's price lists can be used to invoice the using agency. The contractor should furnish a copy of the price list to the Office of Purchasing as well as furnished with the claim. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim without revision or eradication. Exception: Contractor may black-out credit payment details on invoice. Compliance with the above is necessary in order to expedite the payment. Claims without the above will be returned to contractor without payment until a complete claim is submitted.

Pricing:

ITEM #	QTY.	DESCRIPTION	UNIT PRICE
1)		Testing of petroleum product storage tanks - < 1,000 gallons	\$ 695.00
2)		Testing of petroleum product storage tanks – 1,001 to 4,000 gallons	\$ 795.00
3)		Testing of petroleum product storage tanks – 4,001 to 10,000 gallons	\$ 895.00
4)		Testing of petroleum product storage tanks - > 10,000 gallons	\$ 995.00
5)		Two (2) year Functionally testing of submersible pumps rate	\$ 195.00
6)		Yearly leak detection of submersible pumps	\$ 195.00

Repairs made during testing:

- 7) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) \$ 165.00
- 8) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday) \$ 175.00

9) Material rates:

a. cost + 18 %

b. List price – 0

10) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Self-owned equipment will be billed at the rental rate blue book for that year.

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Repairs made during non-testing periods:

11) Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday) \$ 185.00

12) Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)
\$ 195.00

13) Material rates:

a. cost + 18%

b. List price – 0

14) There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00%

Transfer and refill of tank:

15) Price per gallon \$ 0.79

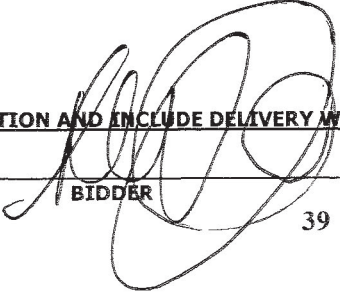
16) Liquid disposal rate per gallon \$ 1.35

17) Solid disposal rate per ton \$ 179.00

Additional tanks, locations and services can be added to this contract with written quote and amendment.

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TITLE

Bruce A. Blakeman
COUNTY EXECUTIVE



OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263
Date 02/25/2026

AMENDMENT NO. 1

FORMAL SEALED BID NO. 90783-02266-015

page 1 of 2

FOR: Testing of Underground Petroleum Storage Tanks

ISSUED: January 29, 2026

OPENING: February 26, 2026

TO ALL BIDDERS:

- 1) This formal sealed bid has been postponed until March 17, 2026 at 11:00 AM
- 2) Add to specifications pages two
- 3) All other terms and conditions of the Formal Sealed Bid remain unchanged.
- 4) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Claudia Clausurdo
Purchasing Technical Coordinator

A handwritten signature in black ink, appearing to be "Claudia Clausurdo", written in a cursive, flowing style.

Question 1) Line 5: Can you please clarify. Is this functionality for tank system and alarms or the submersible pump rate alone

Answer: Just the submersible pump rate alone

Question 2) Line 10: Is the blue book rate

Answer: Yes

Question 3) Line 15: Price per gallon. Is this per gallon for transferring from one tank to another including equipment and labor

Answer: No this is just the gallons of fuel this does not include equipment and labor; they are to be billed using a different line item on the contract.

Question 4) Line 16: Liquid disposal rate per gallon. Can you please clarify, water costs less then fuel and gasoline cost even more. Once a price is known for each product does it include equipment and labor.

Answer: No this is just the price per gallon of liquid disposal. This does not include equipment and labor; they are to be billed using a different line on the contract.

Question 5) line 17: Solid disposal rate per ton. Can you please clarify type of waste example Haz non Haz and does it include equipment and labor.

Answer: This includes all waste, both hazardous and non-hazardous. This does not include equipment and labor; they are billed using a different line on the contract.

Question 6) When requesting price per test (testing of petroleum product storage tanks) on page 38, does that refer to a system precision tank test? If yes, will that include isolation material and labor inclusive if the vent line is over 12 feet high?

Answer: This includes whatever is typically included in a complete tank rest.

Question 7) What does LPS (10. LPS certified Technician) stand for on page 37?

Answer: The County is stating that this is a requirement that technicians that do work of the tanks must be LPS certified. We are not asking for a number or price

Question 8) Are County fees to be included in Unit Pricing

Answer: No, they are not included they are in addition to the formal sealed bid see page 14.

Question 9) Is there a set schedule for testing the 380 tanks that can be provided?

Answer: There is no premade schedule, all testing is scheduled upon request from the agency.



FORMAL BID RECOMMENDATION

BID NUMBER 90783-02266-015

OPEN 03/17/2026

TITLE: Testing of Underground Petroleum Storage Tanks

DATE: March 24, 2026

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.

Date: March 24, 2026

To: Supervisor

From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director

From: Supervisor



Concur



Disagree (See Reverse)

Date: 3/24/26

To: Buyer



From: Director

Approved for Award



Approved for No Award



Hold award pending discussion

NO



Subject to Legislature Approval

YES



Subject to Legislature Approval

Joseph Boici
Director

Bid Results

Items

Bidder

Recommend an award be given to AARCO Environmental Services Corp. as the lowest responsible bidder meeting specifications and bid terms.
See attached.

The chart below was created from invoices received from the Nassau County Department of Public Works and the Nassau County correctional Center. There was 562.75 hrs. of labor at the regular hourly rate, 550 gals of liquid disposal, 27 drums that were disposed of, and \$10,251.45 in parts at the cost plus rate

	AARCO	Island Pump	Metro	Gemstar	Franklin	Aventura
Reg. hourly rate 562.75 hrs.	562.75 hrs. @ \$185.00 = \$104,108.75	562.75 hrs. @ \$180.00 = \$101,295.00	562.75 hrs. @ \$210.00 = \$118,177.50	562.75 hrs. @ \$195.00 \$109,736.25	562.75 hrs. @ \$225.00= \$126,618.75	562.75 hrs. @ \$395.00 = \$222,286.25
550 gals	550 gal @ 1.35 = \$742.50	550 gal @ \$1.05 = \$577.50	550 gal @ \$1.66 = \$913.00	550 gal @ \$2.70 = \$1,485.00	550 gal @ \$2.00 = \$1,100.00	550 gal @ \$2.65 = \$1457.50
27 Drums	27 @ \$179.00 = \$4,833.00	27 @ \$325.00 = \$8,775.00	27 @ \$159.00 = \$4,293.00	27 @ \$550.00 = \$14,850.00	27 @ \$250.00 = \$6,750.00	27 @ \$95.00 = \$2,565.00
Material	\$10,251.45 @ 18% = \$12,096.71	\$10,251.45 @ 20% = \$12,301.74	\$10,251.45 @ 10% = \$11,276.60	\$10,251.45 @ 10% = \$11,276.60	\$10,251.45 @ 20% = \$12,301.74	\$10,251.45 @ 25% = \$12,814.31
Total	\$121,780.96	\$122,949.24	\$134,660.10	\$137,347.85	\$146,770.49	\$239,123.06

All the vendors that responded to this bid met the rate requirements for the plumber pump and tank rate and the electrician pump and tank rate for regular hourly rate and the overtime rate.

The award was given to the lowest bidder AARCO Environmental Services Corp.



AARCO Environmental Services Corp.

Invoice

Invoice #: 225019

WO # 225019

Date: 03/25/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White

Client P.O. #

Billed From: 03/21/2025

Contract #

Billed To: 03/21/2025

Quantity	Description	Price	Ext Price
0.75	Item 3 Labor <i>2.423</i>	\$159.00	\$119.25
2/5.00	Item 5 Liquid Disposal	\$1.35	\$371.25
1.00	Vacuum truck Bluebook rate	\$410.00	\$410.00

A service charge of 1.5% per annum will be charged on all amounts
overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.

Copy and paste link to your browser: <https://aarcoenv.bill-payment.org/>

Non-Taxable Amount	\$900.50
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	
Amount Due	\$900.50

BENC 21000121

POCC 24000586

IVNC 25009632

VENC 25009364



AARCO Environmental Services Corp.

Invoice

Invoice #: 226389

WO # 226389

Date: 07/28/2025

Billed To: Nassau County Correctional Center
100 Carmen Avenue
East Meadow NY

Project: 100 Carmen Avenue
East Meadow NY 11554

Attn: Frederick McFarland

Representative: Mallarie White

Client P.O #

Billed From: 07/24/2025

Contract #

Billed To: 07/24/2025

Quantity	Description	Price	Ext Price
1.50	Item 3: Labor	\$159.00	\$238.50
9.00	Item 6: Disposal of Non Hazardous Drum	\$95.00	\$855.00
1.00	Bluebook: Large Box Truck	\$130.00	\$130.00

*A service charge of 1.5% per annum will be charged on all amounts
overdue on regular statement dates.*

A 3.5% fee will be applied to all credit card payments.

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Non-Taxable Amount	\$1,223.50
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	
Amount Due	\$1,223.50

BPNC 21000121

POCC 24000586

IVNC 25016590

VCNC 25016070



AARCO Environmental Services Corp.

Invoice

Invoice #: 223600

WO # 223807

Date: 10/31/2024

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker

Billed From: 10/30/2024

Billed To: 10/30/2024

Client P.O #

Contract #

Quantity	Description	Price	Ext Price
3.00	✓ Item 3: Labor	\$159.00	\$477.00
18.00	✓ Item 6: Oil Filter drum disposal	\$95.00	\$1,710.00

*A service charge of 1.5% per annum will be charged on all amounts
overdue on regular statement dates.*

A 3.5% fee will be applied to all credit card payments.

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Non-Taxable Amount	\$2,187.00
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	
Amount Due	\$2,187.00

BANC 21000121

POCC 24000586

IVNC 25007240

VCNC 25007033



AARCO Environmental Services Corp.

Invoice

Invoice #: 228101

WO # 228101

Date: 01/27/2026

Billed To: Nassau County Sheriff's Department
100 Carman Avenue
East Meadow NY 11554

Project: 100 Carman Avenue
East Meadow NY 11554

Attn: Frederick T. McFarland

Representative: Steven Plofker

Client P.O. #

Billed From: 01/20/2026

Contract #

Billed To: 01/20/2026

Quantity	Description	Price	Ext Price
2.00	Item 3: Labor	\$159.00	\$318.00
275.00	Item 5: Liquid Disposal	\$1.35	\$371.25
1.00	Vacuum truck: Bluebook rate	\$410.00	\$410.00

*A service charge of 1.5% per annum will be charged on all amounts
overdue on regular statement dates.*

A 3.5% fee will be applied to all credit card payments.

Copy and paste link to your browser: <https://aarcoenv.bill-payment.org/>

Non-Taxable Amount	\$1,099.25
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	
Amount Due	\$1,099.25



AARCO Environmental Services Corp.

Invoice

Invoice #: 224517

WO # 224517

Date: 3/3/25

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1 West Street
Mineola NY 11050

Attn: Barry Kaminer

Representative: Sean Tuthill

Billed From: 11/19/2024

Billed To: 02/01/2025

Client P.O # BPNC21000121

Contract #

Quantity	Description	Price	Ext Price
	11/19/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	11/20/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	\$159.00	\$2,544.00
1.00 ✓	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	11/21/2024		
24.00 ✓	Item 3: Labor 3 Men X 8 Hours	\$159.00	\$3,816.00
6.00 ✓	Item 3: Labor 1 Man X 6 Hours	\$159.00	\$954.00
2.00 ✓	Equip: Support Truck @ Blue Book Rate	\$280.00	\$560.00
1.00	Material		
1.00	Material mark up (10%)		
	11/22/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/2/2024		
24.00 ✓	Item 3: Labor 3 Men x 8 Hours	\$159.00	\$3,816.00
1.00 ✓	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		



LARCO Environmental Services Corp.

Invoice#: 224517

Date: 3/3/25

Quantity	Description	Price	Ext Price
1.00	Material mark up (10%)		
	12/3/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours ✓		
2.50	Item 3: Labor 1 Men x 2.5 Hours ✓	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$159.00	\$397.50
1.00	Material	\$280.00	\$280.00
1.00	Material mark up (10%)		
	12/4/2024		
32.00 ✓	Item 3: Labor 4 Men x 8 Hours	\$159.00	\$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/5/2024		
8.00 ✓	Item 3: Labor 1 Men x 8 Hours	\$159.00	\$1,272.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/20/2024		
32.00 ✓	Item 3: Labor 4 Men x 8 Hours	\$159.00	\$5,088.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	12/31/2024		
16.00 ✓	Item 3: Labor 2 Men x 8 Hours	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/6/2025		
24.00 ✓	Item 3: Labor 3 Men x 8 Hours	\$159.00	\$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
	01/7/2025		



AARCO Environmental Services Corp.

Invoice#: 224517

Date: 3/3/25

Quantity	Description	Price	Ext Price
24.00 22	Item 3: Labor 3 Men x 8 Hours + 130	\$159.00	\$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
01/8/2025			
24.00	Item 3: Labor 3 Men x 8 Hours	\$159.00	\$3,816.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
01/11/2025			
32.00	Item 3: Labor 4 Men x 8 Hours	\$159.00	\$5,088.00
2.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$560.00
1.00	Material		
1.00	Material mark up (10%)		
01/22/2025 7.5			
22.00 21	Item 3: Labor 2 Men x 8 Hours, 1 man x 6 Hours	\$159.00	\$3,498.00 3339.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
01/23/2025			
16.00	Item 3: Labor 2 Men x 8 Hours ✓	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
01/29/2025			
16.00	Item 3: Labor 2 Men x 8 Hours	\$159.00	\$2,544.00
1.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$280.00
1.00	Material		
1.00	Material mark up (10%)		
02/01/2025			
28.00 ✓	Item 3: Labor 4 Men x 7 Hours	\$159.00	\$4,452.00
2.00	Equip: Support Truck @ Blue Book Rate	\$280.00	\$560.00
1.00	Material		
1.00	Material mark up (10%)		



AARCO Environmental Services Corp.

Invoice# 224517

Date: 3/3/25

Quantity	Description	Price	Ext Price
	A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.	Non-Taxable Amount	\$68,593.00
		Taxable Amount	\$0.00
		Sales Tax	\$0.00
		Deposit	
		Amount Due	\$68,593.00

A 3.5% fee will be applied to all credit card payments.

Copy and paste link to your browser: <https://aarcoenv.bill-payment.org/>

68,593.00



AARCO Environmental Services Corp.

Invoice

Invoice #: 222966

WO # 222966

Date: 02/21/2025

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 400 Country Seat Drive, Mineola
Mineola NY

Attn: Barry Kaminer

PO# 24000470

1006

Representative: Michael Sepe

Client P.O # BPNC21000121

Billed From: 02/03/2025

Contract #

Billed To: 02/07/2025

Quantity	Description	Price	Ext Price
80.00	Item 3: Labor	\$159.00	\$12,720.00
1.00	Material	\$7,833.45	\$7,833.45 747.32
1.00	Material mark up (10%)	\$783.32	\$783.32 747.32
	TRANSPORTATION		374.92

A service charge of 1.5% per annum will be charged on all amounts overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.

Copy and paste link to your browser: <https://aarcoenv.bill-payment.org/>

Non-Taxable Amount	\$24,336.47
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	21,315.48
Amount Due	\$24,336.47

Barry Kaminer



How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595
1213 00050 58516 02/05/25 06:08 AM
SALE SELF CHECKOUT

038753335537 SPLT RING HNG <A>
1" GALV SPLIT RING HANGER 10.56
303.52
038753335513 SPLT RING HNG <A>
1/2" GALV SPLIT RING HANGER 16.44
602.74
038753335605 CEILING PLATE <A>
3/8" GALV CEILING PLATE 702.90

SUBTOTAL 20.30
SALES TAX 47.30
TOTAL \$51.38
XXXXXXXXXXXX3363 VISA
AUTH CODE 021106/5503031 USD\$ 51.38
Contactless TA
AID A0000000980840 US DEBIT

1213 02/05/25 06:08 AM



1213 50 58516 02/05/2025 3685

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 05/06/2025
A



How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595
1213 00050 60686 02/05/25 02:20 PM
SALE SELF CHECKOUT

786692020020 EMT 0.75 10' <A>
3/4" EMT CONDUIT X 10' 42.88
4010.72 1.98
032886302084 450 DRWN <A>
SW 450 BOX DRAWN 1-1/2"D 1/2"KO CKO 4.58
051411262723 3/4IN. CONN <A>
E445 EMT SETSCREW CONN 3/4" STL PK5 2.98
051411262822 3/4EMTSCRPC5 <A>
E545 EMT SETSCREW COUP 3/4" STL PK5
051411662059 LIQ ST 1/2 <A>
L185 LIQTITE CONN STEEL STRAIGHT 1/2 6.94
203.47 3.13
051411205119 ROMEX CONN. <A>
N055 NM CLAMP CONN 3/8" PK5 23.00
048249160457 12-2 NM 15' <A>
12-2 NM W/G 15 FT 6.23
051411669058 LIQ 900 1/2 <A>
L230 LIQTITE CONN IRON SODEG 1/2"

SUBTOTAL 91.72
SALES TAX 7.91
TOTAL \$99.63
XXXXXXXXXXXX3363 VISA
AUTH CODE 052214/5503178 USD\$ 99.63
Contactless TA
AID A0000000980840 US DEBIT

1213 02/05/25 02:20 PM



1213 50 60686 02/05/2025 3685

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 05/06/2025
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491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30945	02/04/25	1

S AARCO ENVIRONMENTAL SERV. 222966 S AARCO ENVIRONMENTAL SERV.
O 50 GEAR AVE. O 50 GEAR AVE.
L D LINDENHURST, NY 11757 L LINDENHURST, NY 11757
T 2-5-25 T
O RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #			
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511			
LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
01	2		EA	PIP010002	1 X 21 BLK T&C PIPE		73.67	EA	147.34	
					1 X 21 BLACK PIPE T&C					
02	4		EA	UNN100152	1" BLK. UNION 150LB		21.16	EA	84.64	
					1" BLACK UNION 150LB					
03	2		EA	TEE1001002	1" BLK. TEE		9.92	EA	19.84	
					1" BLACK TEE					
04	2		EA	WATTSBALL100T	1" BALL VALVE TXT		32.20	EA	64.40	
					WATTS MODEL# FBV-3					
08	1		EA	PIP005002	1/2 X 21 BLK T&C PIP		45.11	EA	45.11	
					1/2 X 21 BLACK PIPE T&C					
09	2		EA	UNN050152	1/2 BLK. UNION 150LB		14.11	EA	28.22	
					1/2 BLACK UNION 150LB					
10	6		EA	ELB05005022	1/2" BLK. 90		3.02	EA	18.12	
					1/2 BLACK 90					
11	1	1	EA	WATTSBALL050T	1/2" BALL VALVE TXT		13.84	EA	13.84	
					WATTS MODEL# FBV-3					
12	1		EA	NIP050CLT062	1/2 BLK NIP CL TO 6		42.16	EA	42.16	
					1/2 BLACK NIPPLE CLOSE TO 6"					
13	1		EA	OPW199ASV-1075	3/4" ANTI-SIPHON VALVE		326.54	EA	326.54	
					0-5' HEAD					
14	1		EA	PJCGASOLIA#GE16	GASOLIA # GE16 E-SEAL PTS		57.05	EA	57.05	
15	6		EA	ELB10010022	1" BLK. 90		6.33	EA	37.98	
					1" BLACK 90					
16	1		EA	BSH10007582	1X3/4 BUSH BLK.		5.16	EA	5.16	
					1 X 3/4 BLACK SINGLE TAP BUSHING					
17	1		EA	BSH10005082	1X1/2 BUSH BLK.		5.22	EA	5.22	
					1 X 1/2 BLACK SINGLE TAP BUSHING					
18	1		EA	BSH20015082	2X11/2 BUSH BLK.		10.76	EA	10.76	
# UNITS		SUB TOTAL		TAX		FREIGHT		PLEASE REMIT THIS AMOUNT		INVOICE AMOUNT
SPECIAL MESSAGE				MARKETING MESSAGE				CUSTOMER MESSAGE		
Continued . . .				Continued . . .				Continued . . .		

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 1/4% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.



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Lindenhurst, NY 11757-3002
(631) 884-0900
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INVOICE	Number	Date	Page
	W30945	02/04/25	2

S AARCO ENVIRONMENTAL SERV.
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S AARCO ENVIRONMENTAL SERV.
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P LINDENHURST, NY 11757
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RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #			
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511			
LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
				2 X 11/2 BLACK SINGLE TAP BUSHING	TAG: NASSAU COUNTY DPW JOB# 222966 ORDERED BY JOHN MARCHETTI					
# UNITS	SUB TOTAL		TAX	FREIGHT	PLEASE REMIT THIS AMOUNT		INVOICE AMOUNT			
32	906.38		.00	.00			906.38			
SPECIAL MESSAGE				MARKETING MESSAGE				CUSTOMER MESSAGE		
				TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED						

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 1/2% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.



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Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W30998	02/13/25	1

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AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757

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AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
RESALE#: 81-0551121

BLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #			
DK	AAENSE	631 586-5900	NASS COUNTY DPW	OUR TRUCK	8.625	NET 30	W31511			
LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
11	1		EA	WATTSBALL050T	1/2" BALL VALVE TKT WATTS MODEL# FBV-3 TAG: NASSAU COUNTY DPW JOB# 222966 ORDERED BY JOHN MARCHETTI		13.84	EA	13.84	
222966 P&T 2-13-25 Carmine C.C.										
# UNITS	SUB TOTAL		TAX	FREIGHT		PLEASE REMIT THIS AMOUNT		INVOICE AMOUNT		
1	13.84		.00	.00				13.84		
SPECIAL MESSAGE				MARKETING MESSAGE				CUSTOMER MESSAGE		
				TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED						

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 1/2% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

*** HISTORICAL ***

Invoice	135838
Date	12/4/2024
Page	1

Bill To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Ship To:

AARCO ENVIRONMENTAL SERVICES CORP
50 GEAR AVE
LINDENHURST NY 11757

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
223301		9095		TM		CUST P.U.		Check		12/5/2024		59,853	
Ordered	Shipped	B/O	Item Number	Description					Discount	Unit Price	Ext. Price		
1	1	0	D8003287 110303	UTRS-25, 16 X 36 X 24 ODE: D QUOTE: TM24-254 HRS: 4.24 ACCT: CARMINE COSTANTINI TANK COLOR: MACHINE TOOL GREY 273VZ9233 TANK DRAWING #: D8003287 REV 00 M/F: NASSAU COUNTY DPW - SANDPOINT PRESERVE S/N: 110303					\$0.00	\$6,414.00	\$6,414.000		

Subtotal	\$6,414.000
Misc	\$0.000
Tax	\$0.000
Freight	\$0.000
Trade Discount	\$0.000
Total	\$6,414.000



highway maritime projects logistics

ATS Logistics Services, Inc.
dba Sureway Transportation Company

LBX 7130, PO Box 1450
 Minneapolis MN 55485-7130
 swcredit@atsinc.com

SUREWAY
 Transportation Company

Customer: AARLIONY

Statement of Account Page 1

2/4/25 11:43 AM

AARCO ENVIRONMENTAL SERVICES
 50 GEAR AVE
 LINDENHURST, NY 11757

Invoice#	DueDate	Bill of Lading	Reference	Balance	Due
9200268	02/07/25		205949 AND 205950	374.92	-3
	Current	1 - 15	16 - 30	31 - 60	Over 60
	374.92	0	0	0	0

222966

~~222966~~

DATE 2-17-25

PROJECT MANAGER Carmine

FOR

ATTN C.A



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Updated tracking, notifications, quotes
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CUSTOMER ONLINE PORTAL EXPERIENCE



AARCO Environmental Services Corp.

Invoice

Invoice #: 222651

WO # 222651

Date: 10/15/2024

Billed To: Nassau County Dept of Public Works
1899 Hempstead Park
East Meadow NY 11554

Project: 1490 Franklin Ave, Mineola
Mineola NY

Attn: Barry Kaminer

Representative: Michael Sepe

Client P.O # BPNC21000121

Billed From: 10/01/2024

Billed To: 10/07/2024

Quantity	Description	Price	Ext Price
84.00 ✓	Item 3: Labor	\$159.00	\$13,356.00
1.00	Material	\$2,778.21	\$2,778.21
1.00	Material mark up (10%)	\$277.82	\$277.82

A service charge of 1.5% per annum will be charged on all amounts
overdue on regular statement dates.

A 3.5% fee will be applied to all credit card payments.

Copy and paste link to your browser: <https://aarcoenv.bill-payment.org/>

Non-Taxable Amount	\$16,412.03
Taxable Amount	\$0.00
Sales Tax	\$0.00
Deposit	
Amount Due	\$16,412.03

50 Gear Avenue
Lindenhurst, NY 11757

Phone (631) 586-5900
Fax (631) 586-5910

703# 222651V



How doers
get more done.

86 JERICHO TURNPIKE, JERICHO NY 11753
TIM RYAN STORE MANAGER (516)997-9595

1213 00035 60240 10/01/24 09:32 AM
SALE CASHIER ALEXANDRIA

750298703007 2X4-8 GD FIR <A>	
2X4-8FT PREMIUM FIR	
603.85	23.10
090489124724 4X4-10#2PT <A>	
4X4-10FT #2 PT GC	
6019.38	116.28
019442152963 3/4X11/2GNPL <A>	
3/4"X1-1/2" GAL NIPPLE	
602.21	13.26
019442152987 3/4X21/2GNPL <A>	
3/4"X2-1/2" GAL NIPPLE	
202.61	5.22
019442153069 3/4XCLGANIPL <A>	
3/4"XCLOSE GAL NIPPLE	
801.97	15.76
019442152970 3/4X2GALNIPL <A>	
3/4"X2" GAL NIPPLE	
202.35	4.72
051411643270 3/4 X 2 NIPL <A>	
R640 RGD CONDUIT NIP 3/4" X 2" EA	
402.43	9.72
051411945077 3/4" ELBOW <A>	
M065 EMT/RGD PULL ELB 3/4" EA	
205.60	11.20
019442149284 3/4 GALUNION <A>	
3/4" GAL UNION	
2014.18	28.36
051411261924 3/4 R LCKNT <A>	
R200 RGD LOCKNUT 3/4" PK20	5.44
887480027723 14X11/2SDRTK <A>	
SDRL SCRW ZINC HEX 1/4 X 1-1/2 25PC	
207.97	15.94
783250683598 WINGTWISTS <A>	
ASST RED&YLW WINGED WIRE CNCTR 150PK	14.48
887480073003 GALVWASER <A>	
FLAT WASHER GALV 1/2 50PC	22.45

SUBTOTAL	285.93
SALES TAX	24.66
TOTAL	\$310.59

XXXXXXXXXXXX3211 AMEX

USD\$ 310.59

AUTH CODE 844245/2352441

TA

Chip Read

AID A000000025010801 AMERICAN EXPRESS

1213 10/01/24 09:32 AM



1213 35 60240 10/01/2024 6889

	RETURN	POLICY ID	POLICY DEFINITIONS	POLICY EXPIRES ON
A	1	90		12/30/2024



703#
222651✓
How doers
get more done.

202 AIRPORT PLAZA FARMINGDALE, NY 11735
631-753-0814 SM CHRIS McMULLEN

1267 00061 63430 10/02/24 09:27 AM
SALE SELF CHECKOUT

043425502407 CLEARWELDPRO <A> 21.98
J-B WELD CLEARWELD PRO 80Z.
043425082770 WATERWELD <A> 7.48
J-B WELD WATERWELD EPOXY PUTTY 2.0Z

SUBTOTAL 29.46
SALES TAX 2.54
TOTAL \$32.00

XXXXXXXXXXXX3211 AMEX
AUTH CODE 828514/1611038 USD\$ 32.00
Chip Read TA
AID A000000025010801 AMERICAN EXPRESS

1267 10/02/24 09:27 AM



1267 61 63430 10/02/2024 3170

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/31/2024

JOB# 222651 V



How does
get more done.

202 AIRPORT PLAZA FARMINGDALE, NY 11735
631-753-0814 SM CHRIS McMULLEN

1267 00004 22733 10/03/24 08:26 AM
SALE CASHIER KIMBERLA

019442153052 3/4X6GALNIPL <A>
3/4"X6" GAL NIPPLE 8.22
204.11
019442153007 3/4X31/2GNPL <A>
3/4"X3-1/2" GAL NIPPLE 8.91
302.87
019442153038 3/4X5GALNIPL <A>
3/4"X5" GAL NIPPLE 6.46
283.23
019442152994 3/4X3GALNIPL <A>
3/4"X3" GAL NIPPLE 5.74
202.87
019442152970 3/4X2GALNIPL <A>
3/4"X2" GAL NIPPLE 2.36
019442153069 3/4XCLGANIPL <A>
3/4"XCLOSE GAL NIPPLE 3.94
201.97
008823150206 7/8 IN. X-16 <A> 32.47
DIABLO REBAR DEMON 7/BX16X18 SDS+
019442152953 3/4X11/2GNPL <A> 2.21
3/4"X1-1/2" GAL NIPPLE
077089601305 6PCTRAYKIT <A> 12.98
BETTER 9 IN TRAY SET - 6 PIECE
020066387679 2X FLTBK <A> 5.98
PAINTERS TOUCH 2X FLAT BLACK
NLP Savings \$0.50
020066011611 SR51FLTBROWN <A> 7.98
STOPS RUST 5 IN 1 FLAT BROWN
020066161422 PAINT QT <A> 16.48
STOPS RUST FLAT BROWN QT
1002-168-899 QT RECYC <A,U> 0.45
PAINTCARE FEE
NLP Savings \$0.00

SUBTOTAL 134.18
SALES TAX 11.57
TOTAL \$145.75

XXXXXXXXXX3211 AMEX

USD\$ 145.75

AUTH CODE 864075/0045238

TA

Chip Read

AID A000000025010801 AMERICAN EXPRESS

<U> - NON-DISCOUNTABLE ITEM

1267 10/03/24 08:26 AM



1267 04 22733 10/03/2024 1166

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 01/01/2025

10/2/2024 453223

AARCO ENVIRONMENTAL SERVICES
50 GEAR AVE
LINDENHURST, NY 11757

PICK UP

JOB # 222651 ✓

22651	PICK UP	10/2/24	000	JA	463551
1	TAG-	TAG: 222651		0.00	0.00
8	WA788008	7/8 X 8 WEDGE ANCHOR SST304		24.83	198.64
		SUBTOTAL			198.64
	CREDIT CARD ...	5% SURCHARGE FOR CREDIT CARD PAYMENT (AMEX)		5.00%	9.93

INDUSTRIAL
THREADED PRODUCTS
777 ROUTE AVE
WYANDANCH, NY 11798
(631) 665-9300
10/02/2024 11:25

Sale

Trans #: 3 Batch #: 264
CREDIT CARD
AMEX
*****3211
TOTAL AMT: USD \$226.56

Rsp: AP
Code: 281514
Trans ID: 012120888415072
CID Rsp: N-CVD Hatches
AVS Rsp: Y-Addr ZIP
Batch

Description:

Cardholder acknowledges
receipt of goods and
obligations set forth
by the cardholder's
agreement with issuer.

MERCHANT COPY

Subtotal

Sales Tax (8.625%)

\$208.57

\$17.99

\$226.56

JOB# 222051

515-556-7536

Search or ask a question

View order details

Order date Aug 17, 2024
Order # 114-2703170-1861806
Order total \$132.86 (1 item)

Shipment details

Delivered

Delivery Estimate
Monday, August 19, 2024 by 10pm



Glitgate 150W
Parking Lot Lights,
22500LM(150LM/W)
5000K Adjustable

Qty: 1

Sold By: GLITGATE

\$185.90

Track shipment

Buy it again

Tech support

Talk to an expert for free setup and troubleshooting help.



West End Supply, Inc

491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29741	10/02/24	1

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AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757

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AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #							
DK	AAENSEE	631 586-5900	NC DPW	OUR TRUCK	8.625	NET 30	W30285							
LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X				
01	2		EA	LSI4X16WHTSQPOLELED	4X16 WHT SQ POLE 11GA FOR LED AREA LIGHTS W/BOLTS, CAP, BASE COVER		747.75	EA	1495.50					
02	2		EA	LSIANCHORBOLTS	3/4 X 30 ANCHOR BOLTS 1SET=4PCS. PRICE PER SET TAG: NASSAU COUNTY DPW ORDERED BY CARMINE		76.50	EA	153.00					
# UNITS		SUB TOTAL		TAX		FREIGHT		PLEASE REMIT THIS AMOUNT						
4		1648.50		.00		.00		INVOICE AMOUNT						
SPECIAL MESSAGE				MARKETING MESSAGE				CUSTOMER MESSAGE						
				TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED										

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 1/4% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.



491 Newark Street
Lindenhurst, NY 11757-3002
(631) 884-0900
www.westendsupply.com

INVOICE	Number	Date	Page
	W29754	10/03/24	1

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O
AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757

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AARCO ENVIRONMENTAL SERV.
50 GEAR AVE.
LINDENHURST, NY 11757
RESALE#: 81-0551121

SLM	ACCT #	TELEPHONE #	CUSTOMER P/O #	SHIP VIA	TAX PCT	PAYMENT TERMS	ORDER #			
DK	AAENSE	631 586-5900	NCDPW	OUR TRUCK	8.625	NET 30	W30315			
LINE #	QTY SHIP	QTY B/O	S/U	PRODUCT #	DESCRIPTION	PACK	UNIT PRICE	SELL U/M	PRICE EXTENSION	T X
01	1		EA	SPECIAL ITEM	LSI BASE PLATE & CAP FOR LIGHT POLE TAG: NASSAU COUNTY DPW		51.25	EA	51.25	
# UNITS	SUB TOTAL		TAX	FREIGHT		PLEASE REMIT THIS AMOUNT		INVOICE AMOUNT		
1	51.25		.00	.00				51.25		
SPECIAL MESSAGE				MARKETING MESSAGE				CUSTOMER MESSAGE		
				TITLE FOR ANY ITEMS ON THIS INVOICE REMAINS THE PROPERTY OF WALTERS WEST END SUPPLY, INC UNTIL PAYMENT IN FULL IS RECEIVED						

IMPORTANT: All claims for damages, deficiencies or any objections to items or prices as stated in this bill are to be made within 3 days of delivery. A service charge at the rate of 1 1/2% per month (18% per annum) will be charged on past due accounts. 20% attorney's fees will be added to all overdue accounts placed for collection.

SOLD TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

SHIP TO:
AARCO ENVIRONMENTAL
50 GEAR AVE
LINDENHURST NY 11757-1005

ORDER #: 27136015

PO #: TARA

Shipment 1 of 1

QTY ORDERED	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY SHIPPED
3	EA	H-9421	FIRE EXTINGUISHER BRACKET - 30 LB HEAVY DUTY VEHICLE MOUNT	72.00	X 3

CARRIER: UPS GROUND

TRACKING #:

1Z14V9804096000000

2011-01-11 10:00 AM

\$ 26.00

Sincerely,
Uline Customer Service Department
Phone: (800) 295-5510
Email: customer.service@uline.com

Plumber**09/01/2025****JOB DESCRIPTION** Plumber**DISTRICT** 4**ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	05/01/2026
Plumber/ PUMP & TANK	\$ 48.24	\$ 48.74

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 40.84	\$ 42.84
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OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE

*For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the Following wages :

1st Term	\$17.23	\$ 17.38
2nd Term	20.80	21.00
3rd Term	25.38	25.63
4th Term	29.94	30.24
5th Term	34.52	34.87

Supplemental Benefits Per Hour:

1st Term	\$ 28.08	\$ 30.08
2nd Term	28.82	30.82
3rd Term	29.74	31.74
4th Term	30.21	32.21
5th Term	33.59	35.59

4-200 Pump & Tank

Plumber**09/01/2025****JOB DESCRIPTION** Plumber**DISTRICT** 4**ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	11/01/2025	05/01/2026
Plumber MAINTENANCE ONLY	\$36.05	\$ 37.05	\$ 37.05

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber MAINTENANCE ONLY	\$ 23.53	\$ 23.53	\$ 24.53
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OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Plumber**09/01/2025**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Term(s) at the following Percentage of Journeyman(s) Wage:

1st 6mo	40%
2nd 6mo	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits: 07/01/2025 04/25/2026

1st 6mo	5% + \$5.51	5% + \$5.86
2nd 6mo	10% + \$6.45	10% + \$6.88
2nd year	11% + \$7.65	11% + \$8.49
3rd year	12% + \$10.41	12% + \$11.07
4th year	13% + \$14.58	13% + \$15.51
5th year	14% + \$18.46	14% + \$19.49

NOTE: Percentages are on "Hourly Wage Paid"

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician

09/01/2025

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	4/26/2025
Electrician		
Pump & Tank	\$ 48.65	\$ 50.15

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician		
Pump & Tank	18% of Hourly Wage paid + \$27.24	18% of Hourly Wage paid + 28.61

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

4-25 Pump & Tank

Electrician Lineman

09/01/2025

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

	07/01/2025	03/29/2026
Utility Distribution & Transmission Line Construction:		
Per Hour:		
Lineman/Splicer	\$ 70.57	\$ 73.40
Material Man	61.40	63.86
Heavy Equip. Operator	56.46	58.72
Groundman	42.34	44.04
Flagman	31.76	33.03

Natural Gasline Construction:

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

-
- (S) Two and one half times the hourly rate for Holidays
 - (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
 - (T) Triple the hourly rate for Holidays
 - (U) Four times the hourly rate for Holidays
 - (V) Including benefits at SAME PREMIUM as shown for overtime
 - (W) Time and one half for benefits on all overtime hours.
 - (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

OFFICE OF PURCHASING SUMMARY OF BIDS OPENED: February 26, 2026 AT 11:00 A.M. PP 3/17/2026 BID NO: 90783-02266-015 REQ. NO: N/A TITLE: Testing of Underground Petroleum Storage Tanks														DETAILS OF AWARD				
ITEM #	ARTICLE	QTY	UNIT	METRO ENVIRONMENTAL SERVICES, LLC	AARCO ENVIRONMENTAL SERVICES CORP.	THE FRANKLIN COMPANY CONTRACTORS, INC.	GEMSTAR CONSTRUCTION CORPORATION	ISLAND PUMP AND TANK	AVENTURA CONSTRUCTION CORP.	7	8	9	TO NO.	AMOUNT				
1	Testing of petroleum product storage tanks - < 1,000 gallons		Ea.	650.00	695.00	950.00	2025.00	475.00	930.00									
2	Testing of petroleum product storage tanks – 1,001 to 4,000 gallons		Ea.	700.00	795.00	1000.00	2025.00	650.00	930.00									
3	Testing of petroleum product storage tanks – 4,001 to 10,000 gallons		Ea.	725.00	895.00	1250.00	2025.00	700.00	1580.00									
4	Testing of petroleum product storage tanks - > 10,000 gallons		Ea.	750.00	995.00	1600.00	2025.00	700.00	1580.00									
5	Two (2) year Functionally testing of submersible pumps rate		Ea.	750.00	195.00	800.00	750.00	425.00	930.00									
6	Yearly leak detection of submersible pumps		Ea.	550.00	195.00	650.00	750.00	425.00	930.00									
	Repairs made during testing:																	
7	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	176.74	165.00	185.00	195.00	180.00	185.00									
8	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	238.03	175.00	225.00	250.00	180.00	210.00									
9a.	Material rates: cost +		%	10%	18%	20%	10%	20%	25%									
9b.	Material rates: List price –		%	0%	0%	0%	5%	0%	5%									
10	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00% Self-owned equipment will be billed at the rental rate blue book for that year. Repairs made during non-testing periods:		No Price	No Price	No Price	No Price	No Price	No Price	No Price		No Price	No Price						
11	Labor – Straight time (between the hours of 7:00am – 3:00pm Monday to Friday)		Hr.	210.00	185.00	225.00	195.00	180.00	395.00									
12	Labor – Overtime (all hours after 3:00pm and before 7:00am, all day Saturday and Sunday)		Hr.	271.03	195.00	275.00	250.00	235.00	435.00									
13a	Material rates: cost +		%	10%	18%	20%	10%	20%	25%									
13b	Material rates: List price –		%	0%	0%	0%	5%	0%	5%									
14	There will be no mark up on all rental equipment including but not limited to Roll Off Containers, Vac. Trucks, Guzzler Trucks and excavation equipment will be paid at cost plus 0.00% Transfer and refill of tank:		No Price	No Price	No Price	No Price	No Price	No Price	No Price		No Price	No Price						
15	Price per gallon		Gal	0.79	0.79	7.00	1.25	1.05	3.00									
16	Liquid disposal rate per gallon		Gal	1.66	1.35	2.00	2.70	1.05	2.65									
17	Solid disposal rate per ton		Ton	159.00	179.00	250.00	550.00	325.00	95.00									
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET						

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.
 Date 3/17/26 
 PUBLIC BID OFFICER

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A

Requisition # N/A

Pre-Encumbrance: N/A

Buyer Timothy Funaro

Purchase Order #

% and \$ amount of difference plus or minus over

Pre-Encumbrance #VALUE! #VALUE!

Vendors													
		AARCO		Island Pump		Metro		Gemstar		The Franklin		Page 1	
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid	
1	1	695.00	695.00	475.00	475.00	650.00	650.00	2025.00	2025.00	950.00	950.00	475.00	
2	1	795.00	795.00	650.00	650.00	700.00	700.00	2025.00	2025.00	1000.00	1000.00	650.00	
3	1	895.00	895.00	700.00	700.00	725.00	725.00	2025.00	2025.00	1250.00	1250.00	700.00	
4	1	995.00	995.00	700.00	700.00	750.00	750.00	2025.00	2025.00	1600.00	1600.00	700.00	
5	1	195.00	195.00	425.00	425.00	750.00	750.00	750.00	750.00	800.00	800.00	195.00	
6	1	195.00	195.00	425.00	425.00	550.00	550.00	750.00	750.00	650.00	650.00	195.00	
7	1	165.00	165.00	180.00	180.00	176.74	176.74	195.00	195.00	185.00	185.00	165.00	
8	1	175.00	175.00	180.00	180.00	238.03	238.03	250.00	250.00	225.00	225.00	175.00	
9	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00	
10	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00	
11	1	185.00	185.00	180.00	180.00	210.00	210.00	195.00	195.00	225.00	225.00	180.00	
12	1	195.00	195.00	235.00	235.00	271.03	271.03	250.00	250.00	275.00	275.00	195.00	
13	1	18.00	18.00	20.00	20.00	10.00	10.00	10.00	10.00	20.00	20.00	10.00	
14	1	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00	
15	1	0.79	0.79	1.05	1.05	0.79	0.79	1.25	1.25	7.00	7.00	0.79	
16	1	1.35	1.35	1.05	1.05	1.66	1.66	2.70	2.70	2.00	2.00	1.05	
17	1	179.00	179.00	325.00	325.00	159.00	159.00	550.00	550.00	250.00	250.00	159.00	
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
sum			4707.14	0.00	4517.10		5202.25		11073.95		7459.00		
ship	1	0.00		0.00		0.00		0.00		0.00			
		Total	4707.14	Total	4517.10	Total	5202.25	Total	11073.95	Total	7459.00	3810.84	
Delivery	5 Days			15 Days			10 Days			15 Days			
Terms	Net 30			Net 30			Net 30			Net 30			
F.O.B.	Dest.			Dest.			Dest.			Dest.			
Vin	810551121			112564960			161625396			133604901			111779211
Tel No.	631-586-5900			631-462-2226			631-393-6655			718-442-8200			718-762-5200
Verbal	Steven Plofer			Mary Crisafulli			Adam Robus			John Saia			William Klein
Date	03/17/2026 sealed bid			03/17/2026 sealed bid			03/17/2026 sealed bid			03/17/2026 sealed bid			

Notes Formal Sealed Bid Number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

* key 0= No bid

Informal bid title:

Comparison OF Bids

% and \$ amount difference plus or minus over
Pre-Encumbrance #VALUE! #VALUE!

Recommended Vendor N/A
Requisition # N/A
Pre-Encumbrance: N/A
Buyer Timothy Funaro
Purchas Order #

Vendors													Page 2
line	qty	Aventura unit price	extended	Vendor # 2 unit price	extended	Vendor # 3 unit price	extended	Vendor # 4 unit price	extended	Vendor # 5 unit price	extended	low bid	
1	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00	
2	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00	
3	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00	
4	1	1580.00	1580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1580.00	
5	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00	
6	1	930.00	930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	930.00	
7	1	185.00	185.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185.00	
8	1	210.00	210.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	
9	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	
10	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	
11	1	395.00	395.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.00	
12	1	435.00	435.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	435.00	
13	1	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	
14	1	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	
15	1	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	
16	1	2.65	2.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.65	
17	1	95.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
sum			8265.65		0.00		0.00		0.00		0.00		
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	8265.65	Total	0.00	Total	0.00	Total	0.00	Total	0.00	Total	8265.65
Delivery	15 Days												
Terms	Net 30												
F.O.B.	Dest.												
Vin	260397243												
Tel No.	631-654-0660												
Verb	Frank DeMeyer												
Date	03/17/2026 sealed bid												

Notes Formal Sealed Bid number 90783-02266-015 Title: Testing of Underground Petroleum Storage Tanks

* key 0=No Bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2025

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).

PRODUCER Hub International Northeast Limited 5 Bryant Park 4th Floor New York NY 10018	CONTACT NAME: Erin Healey PHONE (A/C, No, Ext): 212-338-2000 FAX (A/C, No): 212-338-2100 E-MAIL ADDRESS: erin.healey@hubinternational.com
INSURED AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst NY 11757-1005	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Key Risk Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-767175 AARCEV-02	NAIC # 25224 10885

COVERAGES**CERTIFICATE NUMBER:** 277533751**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ECP2019088-19	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP2019087-19	10/13/2025	10/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	FFX2019090-19	10/13/2025	10/13/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCA2019630-19	10/13/2025	10/13/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability	Y	Y	ECP2019088-19 ECP2019088-19	10/13/2025 10/13/2025	10/13/2026 10/13/2026	Each Poll. Condition 1,000,000 Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured for General Liability/Pollution Liability provided by endorsement #ECP1246 0121 and #ECP1248 0121 (includes Primary, Non-Contributory wording.). Umbrella policy is excess all primary coverages including General Liability, Pollution Liability, Professional Liability, Automobile Liability and Employers Liability.

Nassau County is included as additional insured, on a primary and non-contributory basis, with respect to General Liability, Auto Liability, and Excess Liability, on a primary and non-contributory basis, if required by written contract pursuant to policy terms, conditions, definitions, and exclusions. Waiver of Subrogation applies with respect to General Liability, Auto Liability, Excess Liability and Workers Compensation if required by written contract pursuant to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nassau County
240 Old Country Road
Mineola NY 11501

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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
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

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**:

- 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
- 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:

- Your acts or omissions; or
- 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:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- 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:

- 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.

- 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
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

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**:

- 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
- 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:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- 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:

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

- Required by the contract or agreement described in Paragraph I.1.; or
 - 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 ECP2019088-19	POLICY CHANGES EFFECTIVE 10/13/2025	COMPANY Great Divide Insurance Company
NAMED INSURED AARCO Environmental Services Corp. 50 Gear Ave Lindenhurst, NY 11757		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 12. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION V – POLICY CONDITIONS**:

We waive any right of recovery against any person or organization, because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE C – MEDICAL PAYMENTS and COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS
ADVICE OF CANCELLATION TO OTHER PARTIES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2019088-19	10/13/2025	10/13/2026	10/13/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. The following is added to **SECTION VII – CONDITIONS, 2. Cancellation:**
- c. If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:
- (1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and
- (2) We are in receipt of this information prior to this policy's cancellation effective date.
- Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.
- We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.
- Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.
- II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: AARCO Environmental Services Corp. Endorsement Effective Date: 10/13/2025

SCHEDULE

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

As required by written contract agreement

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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:	AARCO Environmental Services Corp.
Endorsement Effective Date:	10/13/2025

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.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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

1. 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 after the policy period begins 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 after the policy period begins 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.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

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:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. 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.

1. 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 Payments

We 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. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing And Labor**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

- 1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
- 2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. 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.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

(5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.

- N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 04 84

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.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

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

Where required by written contract between the Named Insured and an Additional Insured.

Paragraph 8. Of **Section III – Conditions** is deleted and replaced by the following:

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
 - (1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.
 - (2) The insurance provided under this Coverage Form will not seek contribution from any other insurance available to an additional insured, provided that:
 - (a) The additional insured is a Named Insured under such insurance;
 - (b) The additional insured is shown in the Schedule; and
 - (c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

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

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

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.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**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 AARCO Environmental Services Corp. of 50 Gear Avenue Lindenhurst, NY 11757
(Motor Carrier name) (Motor Carrier state or province)

Dated at 101 Hudson Street, 25th Floor, Jersey City, NJ 07302 on this 10 day of October, 2025

Amending Policy Number: BAP2019087-19 Effective Date: 10/13/2025

Name of Insurance Company: Key Risk Insurance Company

Countersigned by: 

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 201-748-3043.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <https://portal.fmcsa.dot.gov/UrsRegistrationWizard/>

(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 the 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.

(continued on next page)

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 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 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 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 defined in 49 CFR 173.403.	\$5,000,000
(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 10,001 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
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 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 a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

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