1. Proposed Ordinances

   Documents: APPENDIX FOR PROPOSED ORD. 46-16.PDF, APPENDIX B FOR PROPOSED ORD. 46-16.PDF, APPENDIX A FOR PROPOSEDORD. 48-16.PDF, APPENDIX A FOR PROPOSED ORD. 46-16.PDF, APPENDIX A FOR PROPOSED ORD. 47-16.PDF, PROPOSED ORD. 63-16.PDF, PROPOSED ORD. 62-16.PDF, PROPOSED ORD. 61-16.PDF, PROPOSED ORD. 60-16.PDF, PROPOSED ORD. 59-16.PDF, PROPOSED ORD. 58-16.PDF, PROPOSED ORD. 57-16.PDF, PROPOSED ORD. 56-16.PDF, PROPOSED ORD. 55-16.PDF, PROPOSED ORD. 54-16.PDF, PROPOSED ORD. 53-16.PDF, PROPOSED ORD. 52-16.PDF, PROPOSED ORD. 51-16.PDF, PROPOSED ORD. 50-16.PDF, PROPOSED ORD. 49-16.PDF, PROPOSED ORD. 48-16.PDF, PROPOSED ORD. 47-16.PDF, PROPOSED ORD. 46-16.PDF

2. Legislative Calendar

   Documents: 5-23-16.PDF

3. Rules

   Documents: 5-23-16 RULES PUBLIC NOTICE.PDF, R-5-23-16.PDF

4. Committee Contracts

   Documents: A-19-16 WEB.PDF, B-20-16 ADDITIONAL BACKUP WEB.PDF, B-20-16 WEB.PDF, E-111-16 WEB.PDF, B-20-16 ADDIIONAL BACKUP 2 WEB.PDF, B-20-16 ADDITIONAL BACKUP 3 WEB.PDF, B-13-16 ADDITIONAL BACKUP WEB.PDF, B-13-16 WEB.PDF, B-16-16 ADDITIONAL BACKUP WEB.PDF, B-16-16 WEB.PDF

Public Notice

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE** ON **MONDAY, MAY 9, 2016 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, MAY 23, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION……..1:00 PM

COMMITTEE	TIME
Rules	1:00 PM
PUBLIC SAFETY	1:00 PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00 PM
TOWNS, VILLAGES AND CITIES	1:00 PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00 PM
PUBLIC WORKS AND PARKS	1:00 PM
HEALTH AND SOCIAL SERVICES	1:00 PM

GOVERNMENT SERVICES AND OPERATIONS	**1:00 PM**
MINORITY AFFAIRS	**1:00 PM**
VETERANS AND SENIOR AFFAIRS	**1:00 PM**
FINANCE	**1:00 PM**

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

Dated: May 2, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

Main	Project Number	Project	SEQRA
General Capital	97113	Department Technology Equipment Replacement	TYPE II
General Capital	97121	ADAPT	TYPE II

6 NYCRR	Amount
617.5(c)(25)	$1,000,000.00
617.5(c)(25)	$2,000,000.00

Main	Project Number	Project	SEQRA
General Capital	97113	Department Technology Equipment Replacement	TYPE II
General Capital	97121	ADAPT	TYPE II

6 NYCRR	Amount
617.5(c)(25)	$1,000,000.00
617.5(c)(25)	$2,000,000.00

Main	Project Number	Project	PPU	LFL	SEQRA
General	81060	County Storage Tank Replacement Program	10	11.00.a.9	TYPE II

6 NYCRR	Amount
617.5(c)(2)	$ 11,600,000.00

OrderPriority	Main	Category	Project Number	Formatted Project Title	Old Cumulative Budget	2015 Debt	2015 Non County	2015	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County	2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req	Lifetime TotalA
1	General Capital	Buildings	90023	Various County Buildings Backflow Prevention	$ 5,365,782.00	$ -	$ -	$ -	$ 5,365,782.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,365,782.00
1	General Capital	Buildings	90025	Rehabilitation of Aquatic Center Building	$ 49,000,000.00	$ -	$ -	$ -	$ 49,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,000,000.00)	$ 54,000,000.00	$ -	$ 54,000,000.00
1	General Capital	Buildings	90026	Exterior Renovation of 240 Old Country	$ 1,250,000.00	$ -	$ -	$ -	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,500,000.00)	$ 4,750,000.00	$ -	$ 4,750,000.00
1	General Capital	Buildings	90027	240 Old Country Road HVAC Improvements	$ 3,850,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,850,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,500,000.00)	$ 6,350,000.00	$ -	$ 6,350,000.00
1	General Capital	Buildings	90031	Records Center Renovation	$ -	$ -	$ -	$ -	$ -	$ 1,354,482.00	$ -	$ 1,354,482.00	$ 5,169,272.00	$ -	$ 5,169,272.00	$ 5,937,478.00	$ -	$ 5,937,478.00	$ -	$ -	$ -	$ 12,461,232.00	$ -	$ 12,461,232.00	$ -	$ 12,461,232.00
1	General Capital	Buildings	90033	BOE Building Upgrades	$ 2,100,000.00	$ -	$ -	$ -	$ 2,100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,100,000.00	$ -	$ 2,100,000.00
1	General Capital	Buildings	90375	Emergency Work at DPW Garages	$ 2,845,000.00	$ -	$ -	$ -	$ 2,845,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,845,000.00	$ -	$ 2,845,000.00
1	General Capital	Buildings	90400	Various County Facilities - General Construction	$ 17,450,000.00	$ -	$ -	$ -	$ 17,450,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 20,450,000.00	$ 1,000,000.00	$ 21,450,000.00
1	General Capital	Buildings	90401	Various County Facilities - Electrical Construction	$ 7,150,000.00	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 8,400,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 9,900,000.00	$ 500,000.00	$ 10,400,000.00
1	General Capital	Buildings	90402	Various County Facilities - HVAC Construction	$ 10,050,000.00	$ -	$ -	$ -	$ 10,050,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 3,000,000.00	$ 750,000.00	$ 12,300,000.00	$ 750,000.00	$ 13,050,000.00
1	General Capital	Buildings	90403	Various County Facilities - Plumbing Construction	$ 4,750,000.00	$ -	$ -	$ -	$ 4,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ 250,000.00	$ 5,500,000.00	$ 250,000.00	$ 5,750,000.00
1	General Capital	Buildings	90404	Various County Facilities – Fire Alarm/Protection and Security Systems	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 4,500,000.00	$ 500,000.00	$ 5,000,000.00
1	General Capital	Buildings	90405	Various County Facilities - Demolition	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 4,500,000.00	$ 500,000.00	$ 5,000,000.00
1	General Capital	Buildings	90406	Various County Facilities - Design	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 2,500,000.00
1	General Capital	Buildings	90611	Various County Court Facilities Renovation	$ 16,038,239.00	$ -	$ -	$ -	$ 16,038,239.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,038,239.00	$ -	$ 16,038,239.00
1	General Capital	Buildings	90612	Generator Upgrade - Various Buildings	$ 3,800,000.00	$ -	$ -	$ -	$ 3,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,800,000.00	$ -	$ 3,800,000.00
1	General Capital	Buildings	90617	Various County Buildings Electric Service & Engineering Upgrade	$ 6,275,023.00	$ -	$ -	$ -	$ 6,275,023.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,000,000.00)	$ 8,275,023.00	$ -	$ 8,275,023.00
1	General Capital	Buildings	90618	Various County Buildings Roof Renovation	$ 18,150,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 18,400,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 8,000,000.00	$ 2,000,000.00	$ 24,400,000.00	$ 2,000,000.00	$ 26,400,000.00
1	General Capital	Buildings	90622	Hempstead Garage Improvements	$ 19,750,000.00	$ 3,450,000.00	$ -	$ 3,450,000.00	$ 23,200,000.00	$ 750,000.00	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -	$ 23,950,000.00	$ -	$ 23,950,000.00
1	General Capital	Buildings	90625	Various Asbestos & Lead Abatement	$ 5,370,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 5,870,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 7,370,000.00	$ 500,000.00	$ 7,870,000.00
1	General Capital	Buildings	90629	Various County Fuel Station Upgrades	$ 1,500,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 3,000,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00
1	General Capital	Buildings	90632	Family & Matrimonial Court	$ 57,000,000.00	$ 37,000,000.00	$ -	$ 37,000,000.00	$ 94,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,000,000.00)	$ 112,000,000.00	$ -	$ 112,000,000.00
1	General Capital	Buildings	90634	Nassau Coliseum Emergency Repairs	$ 5,000,000.00	$ 1,800,000.00	$ -	$ 1,800,000.00	$ 6,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,800,000.00	$ -	$ 6,800,000.00
1	General Capital	Buildings	90636	Warehouse and Staging Area	$ 4,750,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,250,000.00	$ -	$ 6,250,000.00
1	General Capital	Buildings	90637	Nassau County Department of Public Works Material Testing Laboratory	$ 1,200,000.00	$ -	$ 1,800,000.00	$ 1,800,000.00	$ 3,000,000.00	$ 1,300,000.00	$ -	$ 1,300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,300,000.00	$ -	$ 4,300,000.00	$ -	$ 4,300,000.00
1	General Capital	Buildings	90638	Nassau County Housing Improvements	$ -	$ -	$ -	$ -	$ -	$ 1,800,000.00	$ -	$ 1,800,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ 1,100,000.00	$ -	$ 1,100,000.00	$ 5,100,000.00	$ 1,100,000.00	$ 4,000,000.00	$ 1,100,000.00	$ 5,100,000.00
1	General Capital	Buildings	90639	Data Center Fire Supression System	$ -	$ 850,000.00	$ -	$ 850,000.00	$ 850,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 850,000.00	$ -	$ 850,000.00
1	General Capital	Buildings	90981	Americans/Disabilities Act - Phase II (Construction)	$ 11,882,459.00	$ -	$ -	$ -	$ 11,882,459.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ (1,217,541.00)	$ 13,850,000.00	$ -	$ 13,850,000.00
1	General Capital	Equipment	11511	Health Department Equipment Replacement	$ 1,408,924.00	$ -	$ -	$ -	$ 1,408,924.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 1,658,924.00	$ -	$ 1,658,924.00
1	General Capital	Equipment	98060	Road Maintenance Equipment Replacement	$ 17,700,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 19,300,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 1,600,000.00	$ -	$ 1,600,000.00	$ 6,400,000.00	$ 1,600,000.00	$ 24,100,000.00	$ 1,600,000.00	$ 25,700,000.00
1	General Capital	Equipment	98062	Automation of Fuel Sites and Vehicles	$ 1,250,000.00	$ -	$ -	$ -	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,250,000.00	$ -	$ 1,250,000.00
1	General Capital	Equipment	98063	DPW Fleet Service Equipment	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 500,000.00
1	General Capital	Equipment	98064	Road Maintenance Equipment Refurbishment	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Equipment	98092	Snow Removal Truck Replacement	$ 12,150,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 13,150,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 16,150,000.00	$ 1,000,000.00	$ 17,150,000.00
1	General Capital	Equipment	98105	Fleet Management Life Cycle Vehicle Replacement	$ 19,060,237.00	$ -	$ -	$ -	$ 19,060,237.00	$ 3,750,000.00	$ 1,335,119.00	$ 5,085,119.00	$ 3,750,000.00	$ -	$ 3,750,000.00	$ 3,750,000.00	$ -	$ 3,750,000.00	$ 3,750,000.00	$ -	$ 3,750,000.00	$ 16,335,119.00	$ 5,085,119.00	$ 30,310,237.00	$ 5,085,119.00	$ 35,395,356.00
1	General Capital	Equipment	98180	Mosquito Control Equipment	$ 2,751,098.30	$ 250,000.00	$ -	$ 250,000.00	$ 3,001,098.30	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ 250,000.00	$ 3,751,098.30	$ 250,000.00	$ 4,001,098.30
1	General Capital	Equipment	98340	Printing Equipment Replacement Project	$ 2,010,000.00	$ -	$ -	$ -	$ 2,010,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 25,000.00	$ -	$ 25,000.00	$ 525,000.00	$ 25,000.00	$ 2,510,000.00	$ 25,000.00	$ 2,535,000.00
1	General Capital	Equipment	98341	Office Equipment Replacement Program	$ 2,850,000.00	$ -	$ -	$ -	$ 2,850,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ (900,000.00)	$ 4,500,000.00	$ -	$ 4,500,000.00
1	General Capital	Equipment	98342	Field Data Inspection Modernization	$ 450,000.00	$ -	$ -	$ -	$ 450,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 650,000.00	$ -	$ 650,000.00
1	General Capital	Equipment	98343	BOE Voting Machine Upgrade	$ 18,773,625.00	$ -	$ -	$ -	$ 18,773,625.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (583,000.00)	$ 19,356,625.00	$ -	$ 19,356,625.00
1	General Capital	Equipment	98344	Public Works Lab Equipment	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
1	General Capital	Infrastructure	63029	Bridge Rehabilitation Program	$ 20,850,000.00	$ -	$ 10,000,000.00	$ 10,000,000.00	$ 30,850,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,500,000.00	$ 22,350,000.00	$ 8,500,000.00	$ 30,850,000.00
1	General Capital	Infrastructure	63031	Bridge Painting Program	$ 12,571,795.00	$ -	$ 6,400,000.00	$ 6,400,000.00	$ 18,971,795.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,971,795.00	$ -	$ 18,971,795.00
1	General Capital	Infrastructure	63400	Civil Site Studies	$ 4,000,000.00	$ -	$ -	$ -	$ 4,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 5,500,000.00	$ 500,000.00	$ 6,000,000.00
1	General Capital	Infrastructure	66016	Countywide Tree Management Program	$ 3,800,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 4,100,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 300,000.00	$ -	$ 300,000.00	$ 1,200,000.00	$ 300,000.00	$ 5,000,000.00	$ 300,000.00	$ 5,300,000.00
1	General Capital	Infrastructure	66017	Countywide Fencing Improvements	$ 800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,300,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ (2,500,000.00)	$ 5,800,000.00	$ -	$ 5,800,000.00
1	General Capital	Infrastructure	66050	Requirements Contract Curbs and Sidewalks	$ 5,269,436.00	$ 100,000.00	$ -	$ 100,000.00	$ 5,369,436.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 400,000.00	$ 100,000.00	$ 5,669,436.00	$ 100,000.00	$ 5,769,436.00
1	General Capital	Infrastructure	66051	Pedestrian Accessibility	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 2,500,000.00	$ -	$ 2,500,000.00	$ 7,500,000.00	$ 2,500,000.00	$ 7,500,000.00	$ 2,500,000.00	$ 10,000,000.00
1	General Capital	Infrastructure	66302	Requirements Contract Roads/Drainage/Bridge/Joints	$ 17,750,000.00	$ 4,000,000.00	$ -	$ 4,000,000.00	$ 21,750,000.00	$ -	$ 163,218.00	$ 163,218.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,663,218.00	$ 663,218.00	$ 22,750,000.00	$ 663,218.00	$ 23,413,218.00
1	General Capital	Infrastructure	66305	Long Beach Parking Mall Improvements	$ 1,750,000.00	$ -	$ -	$ -	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00
1	General Capital	Infrastructure	66306	Various County Parking Lot Refurbishment	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ -	$ 3,000,000.00	$ -	$ 3,000,000.00
1	General Capital	Infrastructure	70040	NCC Life Science Building	$ 40,000,000.00	$ -	$ -	$ -	$ 40,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000,000.00	$ -	$ 40,000,000.00
1	General Capital	Infrastructure	70042	NCC Master Plan Construction	$ 62,630,429.52	$ -	$ -	$ -	$ 62,630,429.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (18,269,921.48)	$ 80,900,351.00	$ -	$ 80,900,351.00
1	General Capital	Infrastructure	70050	NCC Master Plan Phase II Construction	$ 5,973,500.00	$ -	$ 5,337,000.00	$ 5,337,000.00	$ 11,310,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,310,500.00	$ -	$ 11,310,500.00
1	General Capital	Infrastructure	70060	NCC Energy Initiative	$ 9,000,000.00	$ 1,500,000.00	$ 1,810,000.00	$ 3,310,000.00	$ 12,310,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,310,000.00	$ -	$ 12,310,000.00
1	General Capital	Infrastructure	70065	NCC Refurbishment of Plaza	$ 9,400,000.00	$ -	$ -	$ -	$ 9,400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,400,000.00	$ -	$ 9,400,000.00
1	General Capital	Infrastructure	70071	NCC Tennis Courts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (400,000.00)	$ 400,000.00	$ -	$ 400,000.00
1	General Capital	Infrastructure	70073	NCC Fire Alarm Upgrade	$ 5,630,000.00	$ 685,000.00	$ 385,000.00	$ 1,070,000.00	$ 6,700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (185,000.00)	$ 6,885,000.00	$ -	$ 6,885,000.00
1	General Capital	Infrastructure	70074	NCC Rehabilitation Water Damaged Buildings Phase I	$ 5,308,000.00	$ -	$ -	$ -	$ 5,308,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (20,000.00)	$ 5,328,000.00	$ -	$ 5,328,000.00
1	General Capital	Infrastructure	70080	NCC Security System Expansion	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Infrastructure	70084	NCC Health & Safety	$ 3,795,000.00	$ 37,500.00	$ 37,500.00	$ 75,000.00	$ 3,870,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,870,000.00	$ -	$ 3,870,000.00
1	General Capital	Infrastructure	70086	NCC West/South Campus Parking Lot Rehab	$ 11,850,000.00	$ 1,350,000.00	$ 1,350,000.00	$ 2,700,000.00	$ 14,550,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,550,000.00	$ -	$ 14,550,000.00
1	General Capital	Infrastructure	70087	NCC Renovation of Building V	$ 650,000.00	$ -	$ -	$ -	$ 650,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 650,000.00	$ -	$ 650,000.00
1	General Capital	Infrastructure	70088	NCC Renovation of Cluster C	$ 2,550,000.00	$ 3,200,000.00	$ 3,200,000.00	$ 6,400,000.00	$ 8,950,000.00	$ 4,000,000.00	$ 4,000,000.00	$ 8,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000,000.00	$ -	$ 16,950,000.00	$ -	$ 16,950,000.00
1	General Capital	Infrastructure	70089	NCC Space Consolidation	$ 10,000,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ 11,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,000,000.00	$ -	$ 11,000,000.00
1	General Capital	Infrastructure	70091	NCC Public Safety Offices	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
1	General Capital	Infrastructure	70092	NCC Road and Parking Paving	$ 4,000,000.00	$ 700,000.00	$ 700,000.00	$ 1,400,000.00	$ 5,400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,400,000.00	$ -	$ 5,400,000.00
1	General Capital	Infrastructure	70093	NCC Window Replacement	$ 4,119,900.00	$ 1,540,050.00	$ 1,540,050.00	$ 3,080,100.00	$ 7,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,200,000.00	$ -	$ 7,200,000.00
1	General Capital	Infrastructure	70094	NCC Performing Arts Center	$ 2,250,000.00	$ -	$ -	$ -	$ 2,250,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 4,000,000.00	$ 5,000,000.00	$ 5,000,000.00	$ 10,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,000,000.00	$ (28,850,000.00)	$ 45,100,000.00	$ -	$ 45,100,000.00
1	General Capital	Infrastructure	70095	NCC Library Renovation (Design)	$ 1,850,000.00	$ 1,075,000.00	$ 1,075,000.00	$ 2,150,000.00	$ 4,000,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 4,500,000.00	$ -	$ 4,500,000.00
1	General Capital	Infrastructure	70096	NCC Infrastructure and Master Plan	$ 2,300,000.00	$ 100,000.00	$ 100,000.00	$ 200,000.00	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
1	General Capital	Infrastructure	70097	NCC Elevator Restorations	$ 3,000,000.00	$ 500,000.00	$ 500,000.00	$ 1,000,000.00	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
1	General Capital	Infrastructure	70098	NCC Information Technology Infrastructure	$ 2,700,000.00	$ 1,750,000.00	$ 1,750,000.00	$ 3,500,000.00	$ 6,200,000.00	$ 900,000.00	$ 900,000.00	$ 1,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,800,000.00	$ -	$ 8,000,000.00	$ -	$ 8,000,000.00
1	General Capital	Infrastructure	70099	NCC Physical Plant Vehicles	$ 250,000.00	$ 175,000.00	$ 175,000.00	$ 350,000.00	$ 600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000.00	$ -	$ 600,000.00
1	General Capital	Infrastructure	70100	NCC Foundation House	$ 120,000.00	$ -	$ -	$ -	$ 120,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 120,000.00	$ -	$ 120,000.00
1	General Capital	Infrastructure	70101	NCC IT Infrastructure and Equipment Upgrades	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
1	General Capital	Infrastructure	70102	NCC Various Security Upgrades	$ 1,400,000.00	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ 1,400,000.00
1	General Capital	Infrastructure	70103	NCC Various Facility Upgrades	$ 760,000.00	$ -	$ -	$ -	$ 760,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 760,000.00	$ -	$ 760,000.00
1	General Capital	Infrastructure	70104	NCC Infrastructure Repair	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Infrastructure	70105	NCC Various Facility Upgrades Phase II	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Infrastructure	70106	NCC Aademic Department Renovations	$ -	$ 750,000.00	$ 750,000.00	$ 1,500,000.00	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Infrastructure	70107	NCC Concrete Repair	$ -	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00
1	General Capital	Infrastructure	70108	NCC ADA Compliance	$ -	$ 600,000.00	$ 600,000.00	$ 1,200,000.00	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00
1	General Capital	Infrastructure	70109	NCC - Property Transfer	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00

OrderPriority	Main	Category	Project Number	Formatted Project Title	Old Cumulative Budget	2015 Debt	2015 Non County	2015	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County	2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req	Lifetime TotalA
1	General Capital	Infrastructure	91079	Motor Parkway Multi-Use Trail	$ 2,275,000.00	$ -	$ -	$ -	$ 2,275,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,275,000.00	$ -	$ 2,275,000.00
1	General Capital	Infrastructure	92026	Veterans Memorial Coliseum Committee Study	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Infrastructure	92030	Nassau Hub Energy Study	$ 130,000.00	$ -	$ -	$ -	$ 130,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (700,000.00)	$ 830,000.00	$ -	$ 830,000.00
1	General Capital	Infrastructure	92036	Disparity Study	$ -	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Infrastructure	99201	Community Environment Improvement Project	$ 1,650,000.00	$ -	$ -	$ -	$ 1,650,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,650,000.00	$ -	$ 1,650,000.00
1	General Capital	Infrastructure	99205	Community Revitalization Program	$ 3,060,951.00	$ -	$ -	$ -	$ 3,060,951.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,060,951.00	$ -	$ 3,060,951.00
1	General Capital	Infrastructure	99206	Various County Projects	$ 41,900,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 47,600,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 5,700,000.00	$ -	$ 5,700,000.00	$ 22,800,000.00	$ 5,700,000.00	$ 64,700,000.00	$ 5,700,000.00	$ 70,400,000.00
1	General Capital	Infrastructure	99300	Engineering Documents Record Consolidation	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
1	General Capital	Infrastructure	99502	Countywide Green Initiative	$ 5,501,490.00	$ -	$ -	$ -	$ 5,501,490.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 5,751,490.00	$ -	$ 5,751,490.00
1	General Capital	Parks	41006	Various Park Athletic Fields - Installation of Synthetic Turf Fields	$ 28,400,000.00	$ -	$ (2,085,348.00)	$ (2,085,348.00)	$ 26,314,652.00	$ -	$ 350,000.00	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000.00	$ (4,735,348.00)	$ 31,400,000.00	$ -	$ 31,400,000.00
1	General Capital	Parks	41008	Museum & Educational Facilities	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ (2,000,000.00)	$ 5,750,000.00	$ -	$ 5,750,000.00
1	General Capital	Parks	41334	Nickerson Beach Improvements	$ 13,391,905.00	$ -	$ -	$ -	$ 13,391,905.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,391,905.00	$ -	$ 13,391,905.00
1	General Capital	Parks	41363	Sands Point Park Seawall Rehabilitation	$ 4,800,000.00	$ -	$ -	$ -	$ 4,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,000,000.00)	$ 9,800,000.00	$ -	$ 9,800,000.00
1	General Capital	Parks	41402	Batting Cages Refurbishment and Construction	$ 1,000,000.00	$ -	$ 62,107.00	$ 62,107.00	$ 1,062,107.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,062,107.00	$ -	$ 1,062,107.00
1	General Capital	Parks	41410	Battlerow Campground Improvement	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (600,000.00)	$ 800,000.00	$ -	$ 800,000.00
1	General Capital	Parks	41420	Roslyn Grist Mill Restoration	$ 2,266,460.31	$ -	$ -	$ -	$ 2,266,460.31	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,383,539.69)	$ 4,650,000.00	$ -	$ 4,650,000.00
1	General Capital	Parks	41482	Mitchel Field - Rifle Range Improvements	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
1	General Capital	Parks	41501	Cedar Creek Park Feasibility Study	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
1	General Capital	Parks	41517	Fine Arts Museum New Additions	$ 2,600,000.00	$ -	$ -	$ -	$ 2,600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,600,000.00	$ -	$ 2,600,000.00
1	General Capital	Parks	41802	Various County Parks Pond Dredging and Desilting	$ 2,042,189.00	$ -	$ -	$ -	$ 2,042,189.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (357,811.00)	$ 2,400,000.00	$ -	$ 2,400,000.00
1	General Capital	Parks	41811	Various County Parks Restroom Rehabilitation	$ 4,750,000.00	$ -	$ -	$ -	$ 4,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (750,000.00)	$ 5,500,000.00	$ -	$ 5,500,000.00
1	General Capital	Parks	41814	Various County Parks Fencing Repair	$ 3,418,000.00	$ -	$ -	$ -	$ 3,418,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 3,668,000.00	$ -	$ 3,668,000.00
1	General Capital	Parks	41815	Various County Parks Ice Rink Modernization	$ 4,076,070.00	$ -	$ -	$ -	$ 4,076,070.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (4,753,930.00)	$ 9,330,000.00	$ -	$ 9,330,000.00
1	General Capital	Parks	41820	Various County Parks Playground & Picnic Area Rehabilitation	$ 13,714,000.00	$ -	$ -	$ -	$ 13,714,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,714,000.00	$ -	$ 13,714,000.00
1	General Capital	Parks	41826	Various Parks Preserve Buildings Rehabilitation	$ 9,171,939.91	$ 250,000.00	$ -	$ 250,000.00	$ 9,421,939.91	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 750,000.00	$ 241,499.91	$ 9,930,440.00	$ 241,499.91	$ 10,171,939.91
1	General Capital	Parks	41829	Various Parks Outdoor Lighting Rehabilitation	$ 13,187,000.00	$ -	$ -	$ -	$ 13,187,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 13,437,000.00	$ -	$ 13,437,000.00
1	General Capital	Parks	41834	Various Parks Path/Roadways/Parking Resurface	$ 7,920,000.00	$ -	$ -	$ -	$ 7,920,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,920,000.00	$ -	$ 7,920,000.00
1	General Capital	Parks	41844	Various Parks Athletic Field & Court Rehabilitation Phase II	$ 4,875,000.00	$ -	$ -	$ -	$ 4,875,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,875,000.00	$ -	$ 4,875,000.00
1	General Capital	Parks	41851	Various Parks Golf Course Renovation Phase II	$ 2,385,000.00	$ -	$ -	$ -	$ 2,385,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 3,385,000.00	$ -	$ 3,385,000.00
1	General Capital	Parks	41855	Parks Equipment Replacement	$ 2,550,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 2,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ 500,000.00	$ 2,800,000.00	$ 500,000.00	$ 3,300,000.00
1	General Capital	Parks	41858	County Pools Improvements and Code Compliance	$ 4,700,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 5,200,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ (350,000.00)	$ 5,800,000.00	$ -	$ 5,800,000.00
1	General Capital	Parks	41860	Various County Parks - Irrigation System Installation	$ 1,200,000.00	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (500,000.00)	$ 1,700,000.00	$ -	$ 1,700,000.00
1	General Capital	Parks	41861	Various County Park Buildings - Infrastructure Improvements	$ 16,258,500.00	$ 250,000.00	$ -	$ 250,000.00	$ 16,508,500.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 16,758,500.00	$ -	$ 16,758,500.00
1	General Capital	Parks	41862	Various Parks - Pool Improvements	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Parks	41863	Dutch Broadway Park Improvements	$ 225,000.00	$ -	$ -	$ -	$ 225,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 225,000.00	$ -	$ 225,000.00
1	General Capital	Parks	41864	Park Furnishings	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
1	General Capital	Parks	41865	Inwood Bulkhead	$ 4,000,000.00	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
1	General Capital	Parks	41866	Central Avenue Park, Valley Stream	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 125,000.00	$ -	$ 125,000.00
1	General Capital	Parks	41869	Various Park Improvements	$ 8,250,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 10,250,000.00	$ 4,000,000.00	$ -	$ 4,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 10,000,000.00	$ 4,000,000.00	$ 16,250,000.00	$ 4,000,000.00	$ 20,250,000.00
1	General Capital	Parks	9B410	Various County Beaches Restoration and Mitigation	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Parks	41871	Various County Dock and Bulkeads	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
1	General Capital	Parks	41872	Wantagh Park Improvements	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Parks	41873	Milburn Park Improvements	$ 4,000,000.00	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
1	General Capital	Parks	41874	Eisenhower Park Improvements	$ 6,000,000.00	$ -	$ -	$ -	$ 6,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,000,000.00	$ -	$ 6,000,000.00
1	General Capital	Parks	41875	Cantiague Park Improvements	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,500,000.00	$ -	$ 4,500,000.00
1	General Capital	Parks	41876	Centennial Park Improvements	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Property	9B480	Land Acquisition	$ 52,804,241.00	$ -	$ -	$ -	$ 52,804,241.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (500,000.00)	$ 53,804,241.00	$ -	$ 53,804,241.00
1	General Capital	Public Safety	14003	Med Exam Equipment 3 Year Program	$ 4,559,583.00	$ 100,000.00	$ -	$ 100,000.00	$ 4,659,583.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 4,859,583.00	$ -	$ 4,859,583.00
1	General Capital	Public Safety	14004	Med Exam DNA Laboratory	$ 1,425,000.00	$ -	$ -	$ -	$ 1,425,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,425,000.00	$ -	$ 1,425,000.00
1	General Capital	Public Safety	14007	Med Exam Crime Lab Equipment	$ 750,000.00	$ -	$ -	$ -	$ 750,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 950,000.00	$ -	$ 950,000.00
1	General Capital	Public Safety	14008	Nassau County Crime Lab	$ 19,000,000.00	$ 25,400,000.00	$ -	$ 25,400,000.00	$ 44,400,000.00	$ 3,600,000.00	$ -	$ 3,600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,600,000.00	$ -	$ 48,000,000.00	$ -	$ 48,000,000.00
1	General Capital	Public Safety	50210	Live Scan Replacement	$ 450,000.00	$ -	$ -	$ -	$ 450,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,000.00	$ -	$ 450,000.00
1	General Capital	Public Safety	50320	Marine Bureau Repower Vessels	$ 400,000.00	$ -	$ -	$ -	$ 400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 600,000.00	$ -	$ 600,000.00
1	General Capital	Public Safety	50404	Police Department Renovation of Outdoor Pistol Range	$ 8,720,000.00	$ -	$ -	$ -	$ 8,720,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,480,000.00)	$ 10,200,000.00	$ -	$ 10,200,000.00
1	General Capital	Public Safety	50570	Police Department Computer Aided Dispatch System	$ 15,700,000.00	$ -	$ -	$ -	$ 15,700,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ 1,500,000.00	$ 15,700,000.00	$ 1,500,000.00	$ 17,200,000.00
1	General Capital	Public Safety	50590	Police Department Interoperable Radio System	$ 51,050,000.00	$ -	$ -	$ -	$ 51,050,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,950,000.00)	$ 53,000,000.00	$ -	$ 53,000,000.00
1	General Capital	Public Safety	50617	Police Department and other Agencies Bullet Proof Vests	$ 7,127,382.00	$ 1,160,000.00	$ -	$ 1,160,000.00	$ 8,287,382.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 1,600,000.00	$ 400,000.00	$9,487,382.00	$ 400,000.00	$ 9,887,382.00
1	General Capital	Public Safety	50619	Police Department Ambulance Replacement	$ 11,100,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 11,600,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ 100,000.00	$ 15,500,000.00	$ 100,000.00	$ 15,600,000.00
1	General Capital	Public Safety	50622	Police Department Specialty Vehicle Replacement	$ 9,791,342.00	$ 500,000.00	$ -	$ 500,000.00	$ 10,291,342.00	$ 500,000.00	$ -	$ 500,000.00	$ 850,000.00	$ -	$ 850,000.00	$ 850,000.00	$ -	$ 850,000.00	$ 850,000.00	$ -	$ 850,000.00	$ 3,050,000.00	$ 500,000.00	$ 12,841,342.00	$ 500,000.00	$ 13,341,342.00
1	General Capital	Public Safety	50627	AED Replacement	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (150,000.00)	$ 450,000.00	$ -	$ 450,000.00
1	General Capital	Public Safety	50628	Police Department Dual Engine Helicopter	$ 18,000,000.00	$ -	$ -	$ -	$ 18,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,000,000.00	$ -	$ 18,000,000.00
1	General Capital	Public Safety	50680	Police Department Precincts & Auxiliary Precincts Renovation and Modernization	$ 44,450,000.00	$ 6,700,000.00	$ 27,565,135.00	$ 34,265,135.00	$ 78,715,135.00	$ 6,700,000.00	$ 1,600,000.00	$ 8,300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,300,000.00	$ 1,600,000.00	$ 85,415,135.00	$ 1,600,000.00	$ 87,015,135.00
1	General Capital	Public Safety	50685	Police Department - Ambulance Medical Control Upgrade	$ 1,600,000.00	$ -	$ -	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,600,000.00	$ -	$ 1,600,000.00
1	General Capital	Public Safety	50686	Police Fleet Replacement	$ 19,125,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 22,625,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 14,000,000.00	$ 3,500,000.00	$ 33,125,000.00	$ 3,500,000.00	$ 36,625,000.00
1	General Capital	Public Safety	50687	Village Police 911 Upgrade	$ 3,800,000.00	$ -	$ -	$ -	$ 3,800,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 7,000,000.00	$ 3,200,000.00	$ 7,600,000.00	$ 3,200,000.00	$ 10,800,000.00
1	General Capital	Public Safety	50688	Fire Police EMS Academy	$ 3,490,000.00	$ 1,510,000.00	$ -	$ 1,510,000.00	$ 5,000,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00	$ 4,500,000.00	$ -	$ 4,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000,000.00	$ (5,490,000.00)	$ 19,490,000.00	$ -	$ 19,490,000.00
1	General Capital	Public Safety	50689	Police Department Firearms	$ 1,750,000.00	$ -	$ -	$ -	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00
1	General Capital	Public Safety	50695	Police Department Fuel Management System	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Public Safety	50696	Local Municipality Interoperable Radio System	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
1	General Capital	Public Safety	51037	Jail Six Year Master Plan	$ 5,300,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 6,800,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,500,000.00	$ 250,000.00	$ 8,050,000.00	$ 250,000.00	$ 8,300,000.00
1	General Capital	Public Safety	51457	Jail Building 832 HVAC Upgrade	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Public Safety	51459	Jail High Energy Efficient Lighting	$ 2,900,000.00	$ -	$ -	$ -	$ 2,900,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,900,000.00	$ -	$ 2,900,000.00
1	General Capital	Public Safety	52028	Hazmat Vehicle Purchase	$ 1,400,000.00	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ 1,400,000.00
1	General Capital	Public Safety	52031	Fire Comm Radio Project	$ 200,000.00	$ 200,000.00	$ -	$ 200,000.00	$ 400,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 850,000.00	$ 250,000.00	$ 1,000,000.00	$ 250,000.00	$ 1,250,000.00
1	General Capital	Public Safety	53001	First Responder Personal Protection Equipment	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Public Safety	72490	Fire Service Academy, Various Improvements	$ 16,750,000.00	$ -	$ -	$ -	$ 16,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 18,250,000.00	$ 500,000.00	$ 18,750,000.00
1	General Capital	Public Safety	72491	Fire Service Academy, Admin Building	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000.00)	$ 600,000.00	$ -	$ 600,000.00
1	General Capital	Public Safety	98130	Countywide Radio System	$ 18,372,035.38	$ -	$ -	$ -	$ 18,372,035.38	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (11,245,000.00)	$ 29,617,035.38	$ -	$ 29,617,035.38
1	General Capital	Roads	60039	Wheatley Road Drainage Improvements, Old Westbury	$ 4,000,000.00	$ 1,900,000.00	$ -	$ 1,900,000.00	$ 5,900,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,900,000.00	$ -	$ 5,900,000.00
1	General Capital	Roads	60042	Middle Neck Road Drainage Improvement	$ 6,280,000.00	$ -	$ -	$ -	$ 6,280,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,280,000.00	$ -	$ 6,280,000.00

OrderPriority	Main	Category	Project Number	Formatted Project Title	Old Cumulative Budget	2015 Debt	2015 Non County	2015	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County	2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req	Lifetime TotalA
1	General Capital	Roads	60045	Park Street Drainage Improvements, Atlantic Beach	$ 1,050,000.00	$ -	$ -	$ -	$ 1,050,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	(2,750,000.00)	$ 3,800,000.00	$ -	$ 3,800,000.00
1	General Capital	Roads	60049	Floral Park Drainage Improvements	$ 750,000.00	$ -	$ -	$ -	$ 750,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00
1	General Capital	Roads	60050	Sheridan Avenue, Mineola Drainage Improvements	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Roads	61025	Ocean Ave at Merrick Road, Lynbrook	$ 5,235,352.00	$ -	$ 2,000,000.00	$ 2,000,000.00	$ 7,235,352.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,235,352.00	$ -	$ 7,235,352.00
1	General Capital	Roads	61078	Guide Rail Replacement Roadways and Bridges	$ 1,284,000.00	$ -	$ -	$ -	$ 1,284,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (400,000.00)	$ 1,684,000.00	$ -	$ 1,684,000.00
1	General Capital	Roads	61082	Brookside Avenue Improvements, Roosevelt	$ 6,984,209.95	$ -	$ -	$ -	$ 6,984,209.95	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,000,000.00)	$ 9,984,209.95	$ -	$ 9,984,209.95
1	General Capital	Roads	61083	Horse Hollow Road, Lattingtown	$ 3,760,000.00	$ -	$ -	$ -	$ 3,760,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 4,560,000.00	$ -	$ 4,560,000.00
1	General Capital	Roads	61090	Cedar Swamp Road Improvements	$ 4,950,000.00	$ -	$ -	$ -	$ 4,950,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,950,000.00	$ -	$ 4,950,000.00
1	General Capital	Roads	61091	Grand Avenue, Baldwin	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ (4,972,000.00)	$ 6,972,000.00	$ -	$ 6,972,000.00
1	General Capital	Roads	61100	Long Beach Road Improvement - South Hempstead	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	$ -	$ 300,000.00
1	General Capital	Roads	61101	Uniondale Avenue/Front Street Improvements	$ 550,000.00	$ 2,950,000.00	$ -	$ 2,950,000.00	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00
1	General Capital	Roads	61102	Bellmore Ave Rehabilitation	$ 2,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 4,250,000.00	$ -	$ 4,250,000.00
1	General Capital	Roads	61103	Austin Blvd Road Improvement, Island Park	$ 6,200,000.00	$ 700,000.00	$ -	$ 700,000.00	$ 6,900,000.00	$ 4,650,000.00	$ 1,000,000.00	$ 5,650,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,650,000.00	$ 12,550,000.00	$ 7,000,000.00	$ 12,550,000.00	$ 19,550,000.00
1	General Capital	Roads	61105	Merrick Avenue, Merrick Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Roads	61106	Stewart Avenue, Bethpage Road Improvements	$ 1,305,000.00	$ -	$ -	$ -	$ 1,305,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,400,000.00)	$ 7,705,000.00	$ -	$ 7,705,000.00
1	General Capital	Roads	61107	Farmingdale Road Improvements	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Roads	61108	East Rockaway Road, East Rockaway Improvements	$ 350,000.00	$ -	$ -	$ -	$ 350,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,900,000.00)	$ 3,250,000.00	$ -	$ 3,250,000.00
1	General Capital	Roads	61109	Branch Boulevard, Woodmere Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Roads	61111	Wantagh Avenue, Wantagh Road Improvements	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Roads	61570	Remove and Replace Curbs and Sidewalks	$ 5,490,112.00	$ -	$ -	$ -	$ 5,490,112.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ (1,509,888.00)	$ 11,000,000.00	$ -	$ 11,000,000.00
1	General Capital	Roads	61584	Resurfacing Various County Roads 2003	$ 10,980,000.00	$ -	$ -	$ -	$ 10,980,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,000.00)	$ 11,050,000.00	$ -	$ 11,050,000.00
1	General Capital	Roads	61587	Resurfacing Various County Roads	$ 209,150,000.00	$ -	$ 6,500,000.00	$ 6,500,000.00	################	$ 22,500,000.00	$ -	$ 22,500,000.00	$ 22,500,000.00	$ -	$ 22,500,000.00	$22,500,000.00	$ -	$ 22,500,000.00	$ 22,500,000.00	$ -	$ 22,500,000.00	$ 90,000,000.00	$ 25,000,000.00	$ 280,650,000.00	$ 25,000,000.00	$ 305,650,000.00
1	General Capital	Roads	61682	North Main Street, Freeport	$ 3,600,000.00	$ 2,000,000.00	$ -	$ 2,000,000.00	$ 5,600,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ (1,000,000.00)	$ 7,600,000.00	$ -	$ 7,600,000.00
1	General Capital	Roads	6179A	West Shore Road, Mill Neck	$ 40,966,996.00	$ 14,000,000.00	$ -	$ 14,000,000.00	$ 54,966,996.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 54,966,996.00	$ -	$ 54,966,996.00
1	General Capital	Technology	97008	DPW Management Information System	$ 1,450,000.00	$ -	$ -	$ -	$ 1,450,000.00	$ -	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 100,000.00	$ -	$ 100,000.00	$ 300,000.00	$ 100,000.00	$ 1,650,000.00	$ 100,000.00	$ 1,750,000.00
1	General Capital	Technology	97013	Integrated Financial System	$ 10,897,000.00	$ -	$ -	$ -	$ 10,897,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,897,000.00	$ -	$ 10,897,000.00
1	General Capital	Technology	97101	HR, Payroll, and Benefit System	$ 15,000,000.00	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 15,000,000.00
1	General Capital	Technology	97102	Assessment Cluster Workflow System	$ 1,600,000.00	$ -	$ -	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 2,600,000.00	$ -	$ 2,600,000.00
1	General Capital	Technology	97103	eGovernment	$ 4,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 5,250,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ (50,000.00)	$ 7,300,000.00	$ -	$ 7,300,000.00
1	General Capital	Technology	97104	Disaster Recovery Plan	$ 3,515,000.00	$ -	$ -	$ -	$ 3,515,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,515,000.00	$ -	$ 3,515,000.00
1	General Capital	Technology	97105	Case Management	$ 4,145,000.00	$ -	$ -	$ -	$ 4,145,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,145,000.00	$ -	$ 4,145,000.00
1	General Capital	Technology	97108	Vehicle Management Inventory System	$ 270,000.00	$ -	$ -	$ -	$ 270,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 270,000.00	$ -	$ 270,000.00
1	General Capital	Technology	97109	NIFS Upgrade / ERP System	$ 39,900,000.00	$ -	$ -	$ -	$ 39,900,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (10,100,000.00)	$ 50,000,000.00	$ -	$ 50,000,000.00
1	General Capital	Technology	97112	Student Registration System	$ 6,477,475.00	$ -	$ -	$ -	$ 6,477,475.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,477,475.00	$ -	$ 6,477,475.00
1	General Capital	Technology	97113	Departmental Technology Equipment Replacement	$ 9,550,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 10,550,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 13,550,000.00	$ 1,000,000.00	$ 14,550,000.00
1	General Capital	Technology	97114	Traffic Parking Violations Agency Computer System Replacement	$ 2,050,000.00	$ -	$ -	$ -	$ 2,050,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,050,000.00	$ -	$ 2,050,000.00
1	General Capital	Technology	97117	CAMDR	$ 2,950,000.00	$ -	$ -	$ -	$ 2,950,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,500,000.00	$ 500,000.00	$ 3,950,000.00	$ 500,000.00	$ 4,450,000.00
1	General Capital	Technology	97118	Server and Equipment Consolidation	$ 1,635,000.00	$ -	$ -	$ -	$ 1,635,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,635,000.00	$ -	$ 1,635,000.00
1	General Capital	Technology	97119	Network Infrastructure	$ 10,705,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 12,205,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 13,705,000.00	$ 500,000.00	$ 14,205,000.00
1	General Capital	Technology	97120	Data Center Storage	$ 1,200,000.00	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000.00	$ -	$ 1,200,000.00
1	General Capital	Technology	97121	ADAPT	$ 6,500,000.00	$ -	$ -	$ -	$ 6,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,500,000.00)	$ 9,000,000.00	$ -	$ 9,000,000.00
1	General Capital	Technology	97123	Jail Management System	$ 3,150,000.00	$ -	$ -	$ -	$ 3,150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (600,000.00)	$ 3,750,000.00	$ -	$ 3,750,000.00
1	General Capital	Technology	97124	Integrated Information Management System	$ 2,300,000.00	$ -	$ -	$ -	$ 2,300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,200,000.00)	$ 5,500,000.00	$ -	$ 5,500,000.00
1	General Capital	Technology	97126	Countywide Document Management Program	$ 2,750,000.00	$ -	$ -	$ -	$ 2,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 3,000,000.00	$ -	$ 3,000,000.00
1	General Capital	Technology	97127	No Wrong Door Expansion	$ 6,250,000.00	$ -	$ -	$ -	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,250,000.00	$ -	$ 6,250,000.00
1	General Capital	Technology	97129	Probation Caseload Explorer	$ 750,000.00	$ -	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -	$ 750,000.00
1	General Capital	Technology	97130	OSCAR	$ 715,000.00	$ -	$ -	$ -	$ 715,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 715,000.00	$ -	$ 715,000.00
1	General Capital	Technology	97131	First Responder Support	$ 180,000.00	$ -	$ -	$ -	$ 180,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 180,000.00	$ -	$ 180,000.00
1	General Capital	Technology	97132	County Attorney - E-mail Storage	$ 450,000.00	$ -	$ -	$ -	$ 450,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000.00)	$ 750,000.00	$ -	$ 750,000.00
1	General Capital	Technology	97134	Integrated Voice Response System	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Technology	97135	VOIP Implementation	$ 3,500,000.00	$ -	$ -	$ -	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00
1	General Capital	Technology	97136	HHS Technology Development and Efficiency Program	$ 3,100,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 3,600,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 750,000.00	$ -	$ 750,000.00	$ 3,000,000.00	$ 750,000.00	$ 5,850,000.00	$ 750,000.00	$ 6,600,000.00
1	General Capital	Technology	97530	GeoBased Mapping & Information System	$ 15,830,000.00	$ -	$ -	$ -	$ 15,830,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,830,000.00	$ -	$ 15,830,000.00
1	General Capital	Technology	97531	Tax Base Growth Management	$ 6,494,904.00	$ -	$ -	$ -	$ 6,494,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,494,904.00	$ -	$ 6,494,904.00
1	General Capital	Technology	97532	Systematic Review County Assessment System	$ 4,700,000.00	$ -	$ -	$ -	$ 4,700,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ -	$ 8,000,000.00	$ -	$ 8,000,000.00
1	General Capital	Traffic	62017	Traffic Signal Construction & Modification	$ 50,411,981.00	$ 5,000,000.00	$ 3,000,000.00	$ 8,000,000.00	$ 58,411,981.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 3,250,000.00	$ -	$ 3,250,000.00	$ 13,000,000.00	$ 6,228,089.00	$ 65,183,892.00	$ 6,228,089.00	$ 71,411,981.00
1	General Capital	Traffic	62023	South Shore Traffic Signal Improvements	$ 4,200,000.00	$ -	$ -	$ -	$ 4,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,200,000.00	$ -	$ 4,200,000.00
1	General Capital	Traffic	62153	Federal Aid Durable Marking Program	$ 12,924,000.00	$ 500,000.00	$ 400,000.00	$ 900,000.00	$ 13,824,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,500,000.00	$ 500,000.00	$ 15,824,000.00	$ 500,000.00	$ 16,324,000.00
1	General Capital	Traffic	62154	Traffic Durable Pavement Markings Phase II	$ 1,600,000.00	$ -	$ 7,787.00	$ 7,787.00	$ 1,607,787.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,607,787.00	$ -	$ 1,607,787.00
1	General Capital	Traffic	62160	Traffic Computerized Signal System Update	$ 8,479,689.00	$ -	$ 1,934,000.00	$ 1,934,000.00	$ 10,413,689.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,413,689.00	$ -	$ 10,413,689.00
1	General Capital	Traffic	62161	Old Country Road Signal Heads Phase I	$ 4,035,000.00	$ 3,775,000.00	$ 340,000.00	$ 4,115,000.00	$ 8,150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,150,000.00	$ -	$ 8,150,000.00
1	General Capital	Traffic	62162	Old Country Road Signal Heads Phase II	$ 5,172,000.00	$ -	$ -	$ -	$ 5,172,000.00	$ 540,000.00	$ 2,160,000.00	$ 2,700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700,000.00	$ -	$ 7,872,000.00	$ -	$ 7,872,000.00
1	General Capital	Traffic	62175	Variable Message Signs Phase I	$ 5,242,500.00	$ -	$ -	$ -	$ 5,242,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,242,500.00	$ -	$ 5,242,500.00
1	General Capital	Traffic	62181	Traffic Signal Communications Phase II	$ 4,130,000.00	$ 1,250,000.00	$ 2,480,000.00	$ 3,730,000.00	$ 7,860,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,860,000.00	$ -	$ 7,860,000.00
1	General Capital	Traffic	62190	Traffic Peninsula Boulevard Signal Head Replacement	$ 6,580,000.00	$ -	$ -	$ -	$ 6,580,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,580,000.00	$ -	$ 6,580,000.00
1	General Capital	Traffic	62191	Merrick Road Signal Head Replacement	$ 1,000,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,750,000.00)	$ 8,250,000.00	$ -	$ 8,250,000.00
1	General Capital	Traffic	62194	Traffic Management Center Upgrades	$ 225,000.00	$ -	$ -	$ -	$ 225,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 425,000.00	$ -	$ 425,000.00
1	General Capital	Traffic	62201	Traffic Calming Improvements	$ 200,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 450,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,000.00	$ -	$ 450,000.00
1	General Capital	Traffic	62202	Elmont Road Traffic Safety Improvements	$ 275,000.00	$ -	$ -	$ -	$ 275,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 275,000.00	$ -	$ 275,000.00
1	General Capital	Traffic	62203	Central Avenue, Valley Stream Traffic Safety Improvements	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
1	General Capital	Traffic	62204	Long Beach Road, Island Park Traffic Safety Improvements	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 200,000.00
1	General Capital	Traffic	62205	Lakeville Road Traffic Safety Improvements	$ 150,000.00	$ -	$ -	$ -	$ 150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -	$ 150,000.00
1	General Capital	Traffic	62206	Hewlett Traffic Triangle	$ 505,000.00	$ -	$ -	$ -	$ 505,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (395,000.00)	$ 900,000.00	$ -	$ 900,000.00
1	General Capital	Traffic	62207	Jerusalem Avenue, Uniondale Safety Improvements	$ -	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
1	General Capital	Traffic	62208	Roslyn Road Traffic Modifications	$ -	$ -	$ -	$ -	$ -	$ 300,000.00	$ -	$ 300,000.00	$ 3,000,000.00	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ 3,300,000.00	$ -	$ 3,300,000.00	$ 3,300,000.00
1	General Capital	Traffic	62271	Signal System Operation Phase I	$ 1,025,000.00	$ -	$ -	$ -	$ 1,025,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,025,000.00	$ -	$ 1,025,000.00
1	General Capital	Traffic	62272	Signal System Operation Phase II	$ 1,450,800.00	$ -	$ -	$ -	$ 1,450,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,450,800.00	$ -	$ 1,450,800.00
1	General Capital	Traffic	62313	Traffic Sign Replacement - Phase V	$ 4,225,000.00	$ -	$ (1,700,000.00)	$ (1,700,000.00)	$ 2,525,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (1,200,000.00)	$ 4,225,000.00	$ -	$ 4,225,000.00
1	General Capital	Traffic	62321	LED Traffic Signal Installation Phase I	$ 410,000.00	$ -	$ -	$ -	$ 410,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 410,000.00	$ -	$ 410,000.00
1	General Capital	Traffic	62322	LED Traffic Signal Installation Phase II	$ 2,500,000.00	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000.00	$ -	$ 2,500,000.00
1	General Capital	Traffic	62453	Traffic Computerized Signal (Hempstead/Atlantic/Forest Avenues)	$ 15,917,066.00	$ -	$ -	$ -	$ 15,917,066.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,917,066.00	$ -	$ 15,917,066.00
1	General Capital	Traffic	62454	Traffic Computerized Signal (Central Ave/Rockaway Turnpike)	$ 25,926,946.00	$ -	$ -	$ -	$ 25,926,946.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (200,000.00)	$ 26,126,946.00	$ -	$ 26,126,946.00
1	General Capital	Traffic	62455	Traffic Signal Expansion Phase V	$ 6,835,000.00	$ -	$ -	$ -	$ 6,835,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (533,000.00)	$ 7,368,000.00	$ -	$ 7,368,000.00
1	General Capital	Traffic	62456	Traffic Signal Expansion Phase VI	$ 3,219,000.00	$ -	$ 2,200,000.00	$ 2,200,000.00	$ 5,419,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (770,000.00)	$ 6,189,000.00	$ -	$ 6,189,000.00
1	General Capital	Traffic	62457	Traffic Signal Expansion Phase IX	$ 450,000.00	$ -	$ -	$ -	$ 450,000.00	$ 150,000.00	$ -	$ 150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ 150,000.00	$ 450,000.00	$ 150,000.00	$ 600,000.00

OrderPriority	Main	Category	Project Number	Formatted Project Title	Old Cumulative Budget	2015 Debt	2015 Non County	2015	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County	2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req	Lifetime TotalA
1	General Capital	Traffic	62459	Traffic Signal Expansion Phase III	$ -	$ 1,500,000.00	$ 4,200,000.00	$ 5,700,000.00	$ 5,700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,700,000.00	$ -	$ 5,700,000.00
1	General Capital	Traffic	62500	Traffic Studies	$ 2,250,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,750,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ 2,000,000.00	$ 500,000.00	$ 4,250,000.00	$ 500,000.00	$ 4,750,000.00
1	General Capital	Traffic	62550	Traffic Signal Management System	$ 1,530,000.00	$ 400,000.00	$ -	$ 400,000.00	$ 1,930,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,930,000.00	$ -	$ 1,930,000.00
1	General Capital	Traffic	62560	Traffic Incident Management System - Old Country Road	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00
1	General Capital	Traffic	62562	Incident Management Phase II	$ 2,080,000.00	$ -	$ -	$ -	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,080,000.00	$ -	$ 2,080,000.00
1	General Capital	Traffic	62563	Incident Management Phase III	$ 2,080,000.00	$ -	$ -	$ -	$ 2,080,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,080,000.00	$ -	$ 2,080,000.00
1	General Capital	Traffic	62564	Incident Management Phase IV	$ 2,094,000.00	$ -	$ -	$ -	$ 2,094,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,094,000.00	$ -	$ 2,094,000.00
1	General Capital	Traffic	62900	Baldwin Complete Streets	$ -	$ 665,000.00	$ 135,000.00	$ 800,000.00	$ 800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000.00	$ -	$ 800,000.00
1	General Capital	Transportation	91051	MTALIB 2006 FTA Grant Sect 5307 NY90-XX	$ 2,030,000.00	$ -	$ -	$ -	$ 2,030,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,030,000.00	$ -	$ 2,030,000.00
1	General Capital	Transportation	91056	MTALIB 2008 FTA Grant Sect 5307 NY90-XX	$ 2,125,500.00	$ -	$ -	$ -	$ 2,125,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,125,500.00	$ -	$ 2,125,500.00
1	General Capital	Transportation	91058	MTALIB 2009 FTA Grant Sect 5307 NY90-XX	$ 2,027,500.00	$ -	$ -	$ -	$ 2,027,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,027,500.00	$ -	$ 2,027,500.00
1	General Capital	Transportation	91060	MTALIB 2010 FTA Grant Sect 5307 NY90-XX	$ 2,120,000.00	$ -	$ -	$ -	$ 2,120,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,120,000.00	$ -	$ 2,120,000.00
1	General Capital	Transportation	91080	NICE - Alternative Fuel Buses	$ 3,479,442.00	$ -	$ -	$ -	$ 3,479,442.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,479,442.00	$ -	$ 3,479,442.00
1	General Capital	Transportation	91081	NICE - Grant Match	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ 1,000,000.00
1	General Capital	Transportation	91082	NICE - Grant Match	$ 755,313.00	$ -	$ -	$ -	$ 755,313.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (246,687.00)	$ 1,002,000.00	$ -	$ 1,002,000.00
1	General Capital	Transportation	91083	NICE - Grant Match	$ 5,000,000.00	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ 5,000,000.00
1	General Capital	Transportation	91084	NICE - Grant Match	$ 650,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,656,500.00)	$ 5,806,500.00	$ -	$ 5,806,500.00
1	General Capital	Transportation	91086	NICE - Grant Match	$ -	$ -	$ -	$ -	$ -	$ 2,700,000.00	$ -	$ 2,700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,700,000.00	$ (4,230,000.00)	$ 6,930,000.00	$ -	$ 6,930,000.00
1	General Capital	Transportation	91087	NICE - Grant Match	$ -	$ 1,750,000.00	$ -	$ 1,750,000.00	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,230,000.00)	$ 4,980,000.00	$ -	$ 4,980,000.00
1	General Capital	Transportation	91088	NICE - Matching Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00	$ (5,500,000.00)	$ 7,000,000.00	$ -	$ 7,000,000.00
1	General Capital	Transportation	91091	Nassau Hub Study	$ 10,074,596.00	$ -	$ -	$ -	$ 10,074,596.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,074,596.00	$ -	$ 10,074,596.00
1	General Capital	Transportation	91092	County Wide Planning Initiative and Study	$ 2,150,000.00	$ -	$ -	$ -	$ 2,150,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000.00)	$ 2,450,000.00	$ -	$ 2,450,000.00
1	General Capital	Transportation	91200	Bus Fleet Refurbishment	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 500,000.00	$ -	$ 500,000.00
1	General Capital	Transportation	92029	Veterans Memorial Coliseum Reuse EIS	$ 8,100,000.00	$ -	$ -	$ -	$ 8,100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,100,000.00	$ -	$ 8,100,000.00
1	General Capital	Transportation	92033	Hub Development Fund	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ 2,000,000.00
1	General Capital	Transportation	92034	Baldwin Downtown Corridor Resiliency Study	$ -	$ 800,000.00	$ -	$ 800,000.00	$ 800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 800,000.00	$ -	$ 800,000.00
1	General Capital	Transportation	92035	**Nassau Hub Transit Initiative - Final Design**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 3,000,000.00	$ -	$ 3,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 7,000,000.00	$ -	$ 7,000,000.00	$ -	$ 7,000,000.00
2	Building Consolidation Program	BCP	90230	County Office Campus Construction	$ 119,400,000.00	$ -	$ -	$ -	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (2,000,000.00)	$ 121,400,000.00	$ -	$ 121,400,000.00
2	Building Consolidation Program	BCP	90230P	Police and Fire Communications Center	$ 75,760,795.00	$ -	$ -	$ -	$ 75,760,795.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000.00)	$ 76,760,795.00	$ -	$ 76,760,795.00
3	Sewer and Storm Water Resource District	Collection	30051	SD2 Interceptor Corrosion Survey & Rehabilitation	$ 6,510,000.00	$ -	$ -	$ -	$ 6,510,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (250,000.00)	$ 6,760,000.00	$ -	$ 6,760,000.00
3	Sewer and Storm Water Resource District	Collection	33991	Health Dept Birches Sewage Collection System	$ 14,959,931.00	$ -	$ -	$ -	$ 14,959,931.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,959,931.00	$ -	$ 14,959,931.00
3	Sewer and Storm Water Resource District	Collection	33992	Hempstead Harbor Sewer Study	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 17,000,000.00	$ -	$ 17,000,000.00
3	Sewer and Storm Water Resource District	Collection	33993	Seacliff Sewers	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00	$ 4,000,000.00
3	Sewer and Storm Water Resource District	Collection	35101	Lateral Sewer Repair	$ 3,850,000.00	$ -	$ -	$ -	$ 3,850,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (150,000.00)	$ 4,000,000.00	$ -	$ 4,000,000.00
3	Sewer and Storm Water Resource District	Collection	35107	East Hills Pump Station Improvements	$ 3,250,000.00	$ -	$ -	$ -	$ 3,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,250,000.00	$ -	$ 3,250,000.00
3	Sewer and Storm Water Resource District	Collection	35109	Force Mains/Pump Stations Long Beach	$ 4,241,406.00	$ 500,000.00	$ -	$ 500,000.00	$ 4,741,406.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,741,406.00	$ -	$ 4,741,406.00
3	Sewer and Storm Water Resource District	Collection	35110	Force Mains/Pump Stations Cedarhurst/Lawrence	$ 28,200,000.00	$ 4,000,000.00	$ -	$ 4,000,000.00	$ 32,200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,200,000.00	$ -	$ 32,200,000.00
3	Sewer and Storm Water Resource District	Collection	3P309	Ray Street Pump Station Improvement	$ 7,750,000.00	$ -	$ -	$ -	$ 7,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,750,000.00	$ -	$ 7,750,000.00
3	Sewer and Storm Water Resource District	Collection	3P310	Pump Station Rehabilitation	$ 126,000,000.00	$ -	$ -	$ -	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000,000.00	$ 76,000,000.00	$ 50,000,000.00	$ 126,000,000.00
3	Sewer and Storm Water Resource District	Collection	3P312	Pump Station Upgrades	$ 1,000,000.00	$ 21,250,000.00	$ -	$ 21,250,000.00	$ 22,250,000.00	$ 19,000,000.00	$ -	$ 19,000,000.00	$ 16,000,000.00	$ -	$ 16,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000,000.00	$ -	$ 57,250,000.00	$ -	$ 57,250,000.00
3	Sewer and Storm Water Resource District	Collection	98041	SSW Motorized Equipment Replacement	$ 4,700,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 4,950,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ 250,000.00	$ 5,700,000.00	$ 250,000.00	$ 5,950,000.00
3	Sewer and Storm Water Resource District	Collection	98042	SSW Motorized Equipment Refurbishment	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ (4,300,000.00)	$ 5,300,000.00	$ -	$ 5,300,000.00
3	Sewer and Storm Water Resource District	Disposal	31150	Storm Water Outfall Improvements (Bay Park & Cedar Creek)	$ 2,125,000.00	$ -	$ -	$ -	$ 2,125,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (87,830,000.00)	$ 89,955,000.00	$ -	$ 89,955,000.00
3	Sewer and Storm Water Resource District	Disposal	35100	Bay Park & Cedar Creek Digester Rehabilitation	$ 40,000,000.00	$ -	$ -	$ -	$ 40,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,000,000.00	$ -	$ 40,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35102	SSW Buildings Roof Repair	$ 3,500,000.00	$ -	$ -	$ -	$ 3,500,000.00	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000.00	$ -	$ 4,000,000.00	$ -	$ 4,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35108	SSW Building Improvements	$ 4,300,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 4,550,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ (1,450,000.00)	$ 7,000,000.00	$ -	$ 7,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35113	Bay Park Total Residual Chlorine Improvement	$ 5,750,000.00	$ -	$ -	$ -	$ 5,750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,048,734.00)	$ 10,798,734.00	$ -	$ 10,798,734.00
3	Sewer and Storm Water Resource District	Disposal	35114	Wastewater Facilities Improvements	$ 43,155,000.00	$ 13,000,000.00	$ -	$ 13,000,000.00	$ 56,155,000.00	$ 12,000,000.00	$ -	$ 12,000,000.00	$ 11,800,000.00	$ -	$ 11,800,000.00	$10,000,000.00	$ -	$ 10,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 43,800,000.00	$ 10,000,000.00	$ 89,955,000.00	$ 10,000,000.00	$ 99,955,000.00
3	Sewer and Storm Water Resource District	Disposal	35115	Wastewater Facilities Master Plan Design Improvements	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,961,449.00)	$ 6,711,449.00	$ -	$ 6,711,449.00
3	Sewer and Storm Water Resource District	Disposal	35116	Wastewater Facilities Odor Control Improvements	$ 29,000,000.00	$ 1,500,000.00	$ -	$ 1,500,000.00	$ 30,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 31,300,000.00	$ -	$ 31,300,000.00
3	Sewer and Storm Water Resource District	Disposal	35117	Wastewater Facilities Security Improvements	$ 10,500,000.00	$ -	$ -	$ -	$ 10,500,000.00	$ 6,250,000.00	$ -	$ 6,250,000.00	$ 6,250,000.00	$ -	$ 6,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,500,000.00	$ 12,500,000.00	$ 10,500,000.00	$ 12,500,000.00	$ 23,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35118	Water/Wastewater Facilities Requirements	$ 1,500,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,750,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 3,250,000.00	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 5,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35121	Wastewater Facilities Storm Restoration	$ 150,745,000.00	$ -	$ 200,000,000.00	###############	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000,000.00	$ 150,745,000.00	$ 200,000,000.00	$ 350,745,000.00
3	Sewer and Storm Water Resource District	Disposal	35123	Superstorm Sandy Repair and Mitigation - Bay Park STP and Countywide Collection	$ 463,726,221.00	$ -	$ 5,000,000.00	$ 5,000,000.00	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000.00	$ 463,726,221.00	$ 5,000,000.00	$ 468,726,221.00
3	Sewer and Storm Water Resource District	Disposal	35124	Sandy Mitigation and Hardening Phase II	$ 150,000,000.00	$ -	$ -	$ -	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000,000.00	$ -	$ 150,000,000.00
3	Sewer and Storm Water Resource District	Disposal	35130	Capital Maintenance	$ -	$ 3,500,000.00	$ -	$ 3,500,000.00	$ 3,500,000.00	$ 3,500,000.00	$ -	$ 3,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500,000.00	$ -	$ 7,000,000.00	$ -	$ 7,000,000.00
3	Sewer and Storm Water Resource District	Disposal	3B116	Bay Park Outfall District Structure Pipeline Rehabilitation	$ 52,038,393.00	$ -	$ -	$ -	$ 52,038,393.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,038,393.00	$ -	$ 52,038,393.00
3	Sewer and Storm Water Resource District	Disposal	3B117	Bay Park Influent Pumping System Upgrade	$ 11,505,000.00	$ -	$ -	$ -	$ 11,505,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,505,000.00	$ -	$ 11,505,000.00
3	Sewer and Storm Water Resource District	Disposal	3B119	Bay Park Various Buildings and Equipment Modifications	$ 28,749,719.00	$ -	$ -	$ -	$ 28,749,719.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,749,719.00	$ -	$ 28,749,719.00
3	Sewer and Storm Water Resource District	Disposal	3B120	Bay Park Preliminary Treatment Modifications	$ 35,060,411.00	$ 8,000,000.00	$ -	$ 8,000,000.00	$ 43,060,411.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 43,060,411.00	$ -	$ 43,060,411.00
3	Sewer and Storm Water Resource District	Disposal	3C055	Cedar Creek Air Flotation Facility Rehabilitation	$ 22,303,527.57	$ -	$ -	$ -	$ 22,303,527.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (800,000.00)	$ 23,103,527.57	$ -	$ 23,103,527.57
3	Sewer and Storm Water Resource District	Disposal	3C057	Cedar Creek Sludge Dewatering Facility Improvement	$ 41,167,298.00	$ -	$ -	$ -	$ 41,167,298.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,167,298.00	$ -	$ 41,167,298.00
3	Sewer and Storm Water Resource District	Disposal	3C067	Cedar Creek Equipment Replacement	$ 44,226,523.00	$ 18,000,000.00	$ -	$ 18,000,000.00	$ 62,226,523.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 77,226,523.00	$ -	$ 77,226,523.00
3	Sewer and Storm Water Resource District	Disposal	99999	Undetermined SSW Project Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,250,000.00	$ -	$ 35,250,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,250,000.00	$ (72,350,000.00)	$ 107,600,000.00	$ -	$ 107,600,000.00

OrderPriority	Main	Category	Project Number	Formatted Project Title	Old Cumulative Budget	2015 Debt	2015 Non County	2015	Cumulative Budget	2016 Debt	2016 Non County	2016	2017 Debt	2017 Non County	2017	2018 Debt	2018 Non County	2018	2019 Debt	2019 Non County	2019	FY2016-19	Check	Total_Auth	New_Auth_Req	Lifetime TotalA
3	Sewer and Storm Water Resource District	Storm Water	35103	Various County Parks Pond/Bulkhead Replacement	$ 1,187,500.00	$ -	$ -	$ -	$ 1,187,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	(650,000.00)	$ 1,837,500.00	$ -	$ 1,837,500.00
3	Sewer and Storm Water Resource District	Storm Water	35104	Whitney Drain Rehabilitation	$ 3,300,000.00	$ -	$ -	$ -	$ 3,300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300,000.00	$ -	$ 3,300,000.00
3	Sewer and Storm Water Resource District	Storm Water	35106	Rehabilitation of Various Public Works Waterbodies	$ 11,758,467.00	$ -	$ -	$ -	$ 11,758,467.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,758,467.00	$ -	$ 11,758,467.00
3	Sewer and Storm Water Resource District	Storm Water	35112	Mosquito Control Plan	$ 1,075,000.00	$ -	$ -	$ -	$ 1,075,000.00	$ 200,000.00	$ -	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	$ -	$ 1,275,000.00	$ -	$ 1,275,000.00
3	Sewer and Storm Water Resource District	Storm Water	60046	Fencing at Drainage Facilities Replacement	$ 600,000.00	$ -	$ -	$ -	$ 600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600,000.00	$ -	$ 600,000.00
3	Sewer and Storm Water Resource District	Storm Water	80014	Massapequa Creek Stream Flow Improvement	$ 10,251,641.00	$ -	$ -	$ -	$ 10,251,641.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,251,641.00	$ -	$ 10,251,641.00
3	Sewer and Storm Water Resource District	Storm Water	80016	Stream and Wetlands Restoration	$ 3,715,000.00	$ -	$ -	$ -	$ 3,715,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (785,000.00)	$ 4,500,000.00	$ -	$ 4,500,000.00
3	Sewer and Storm Water Resource District	Storm Water	80019	Storm Water Pump Stations Construction	$ 6,100,000.00	$ -	$ -	$ -	$ 6,100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,100,000.00	$ -	$ 6,100,000.00
3	Sewer and Storm Water Resource District	Storm Water	80042	Groundwater Studies	$ 1,125,000.00	$ -	$ -	$ -	$ 1,125,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,125,000.00	$ -	$ 1,125,000.00
3	Sewer and Storm Water Resource District	Storm Water	82001	Drainage Stream Corridors Reconstruction	$ 7,798,734.00	$ -	$ -	$ -	$ 7,798,734.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 10,798,734.00	$ 1,000,000.00	$ 11,798,734.00
3	Sewer and Storm Water Resource District	Storm Water	82008	Rehabilitation of Storm Water Basins	$ 11,465,326.00	$ -	$ -	$ -	$ 11,465,326.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 1,000,000.00	$ -	$ 1,000,000.00	$ 4,000,000.00	$ 1,000,000.00	$ 14,465,326.00	$ 1,000,000.00	$ 15,465,326.00
3	Sewer and Storm Water Resource District	Storm Water	82009	Drainage Facilities Sidewalk Rehabilitation	$ 1,600,000.00	$ -	$ -	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,600,000.00	$ -	$ 1,600,000.00
3	Sewer and Storm Water Resource District	Storm Water	82010	Implementation of Storm Water Management Program	$ 5,711,449.00	$ 250,000.00	$ -	$ 250,000.00	$ 5,961,449.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00	$ 1,000,000.00	$ 250,000.00	$ 6,711,449.00	$ 250,000.00	$ 6,961,449.00
3	Sewer and Storm Water Resource District	Storm Water	82011	Storm Water Pump Station Upgrade	$ 650,000.00	$ -	$ -	$ -	$ 650,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 650,000.00	$ -	$ 650,000.00
3	Sewer and Storm Water Resource District	Storm Water	82014	Horse Brook Drainage Improvements	$ 2,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00	$ 7,000,000.00	$ 10,000,000.00	$ -	$ 10,000,000.00	$ 5,000,000.00	$ -	$ 5,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000,000.00	$ -	$ 22,000,000.00	$ -	$ 22,000,000.00
3	Sewer and Storm Water Resource District	Storm Water	82015	Five Towns Drainage Improvements	$ -	$ 50,000.00	$ 1,085,575.00	$ 1,135,575.00	$ 1,135,575.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (70,809.00)	$ 1,206,384.00	$ -	$ 1,206,384.00
3	Sewer and Storm Water Resource District	Storm Water	82016	Barnum Island/Harbor Isle Drainage Improvements	$ -	$ 50,000.00	$ 5,900,000.00	$ 5,950,000.00	$ 5,950,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ 5,900,000.00	$ 50,000.00	$ 5,950,000.00
3	Sewer and Storm Water Resource District	Storm Water	82017	Bay Park/ East Rockwaway Drainage Improvemtns	$ -	$ 50,000.00	$ 3,380,000.00	$ 3,430,000.00	$ 3,430,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ 3,380,000.00	$ 50,000.00	$ 3,430,000.00
3	Sewer and Storm Water Resource District	Storm Water	82018	Lawson Avenue, East Rockway Backflow Prevention	$ -	$ 50,000.00	$ 150,000.00	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ 150,000.00	$ 50,000.00	$ 200,000.00
5	Environmental Bond Act	Environmental Bond Act	9E100	Environmental Bond Act - 2004	$ 51,525,000.00	$ -	$ -	$ -	$ 51,525,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 51,525,000.00	$ -	$ 51,525,000.00
5	Environmental Bond Act	Environmental Bond Act	9E200	Environmental Bond Act - 2006	$ 102,146,500.00	$ -	$ -	$ -	###############	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,146,500.00	$ -	$ 102,146,500.00

Main	Project Number	Project	PPU
General Capital	97113	Department Technology Equipment Replacement	5
General Capital	97121	ADAPT	5

LFL	SEQRA	6 NYCRR		Amount
11.00.a.32	TYPE II	617.5(c)(25)	$	1,000,000.00
11.00.a.32	TYPE II	617.5(c)(25)		2000000

PROPOSED ORDINANCE NO. 63 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated May 4, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
404,500	New York State Division of Criminal Justice	GRT	PD	AA	365,000
		GRT	PD	BB	38,000
		GRT	PD	DD	1,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 62 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Social Services.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated, May 4, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
325,000	NYS Education Department	GRT	SS	DE	325,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part

617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 61–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
83,744	Successful Forfeiture Cases Resolved	GRT	DA	BB	2,204
		GRT	DA	DE	702
		GRT	DA	AA	55,560
		GRT	DA	AB	7,940
		GRT	DA	DE	17,338

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 60 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Nassau County Department of Probation.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
316,245	New York State Division of Criminal Justice Services/Office of Probation and Correctional Alternatives	GRT	PB	AA	152,000
		GRT	PB	AB	126,463
		GRT	PB	DE	37,782

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 59 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	SOURCE OF FUNDS	APPROPRIATED TO:			
		FUND	DEPT. CODE/Index	OBJ. CODE	AMOUNT (in dollars)
53,101	US Department of Housing & Urban Development	GRT	HI	AA	5,310
		GRT	HI	DE	47,791

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 58 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Public Works.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 18, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
	Grant Index #: REGRT90X1FSA	**FUND**	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
52,175,599	Federal Transit Administration	GRT	RE	AA	218,366
		GRT	RE	AB	89,792
		GRT	RE	DE	8,691,842
		GRT	RE	LB	6,000,000
		GRT	RE	DE	18,000,000
		GRT	RE	DE	12,250,000
		GRT	RE	DE	2,050,000
		GRT	RE	DE	558,151
	New York State Department of Transportation	GRT	RE	DE	4,317,448

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 57 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the General Fund and a transfer of appropriations.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated May 2, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; and

WHEREAS, the County Executive, in the heretofore mentioned communication, addressed to the County Legislature, has also advised that a transfer of appropriations heretofore made has been requested in order to provide funds to meet certain expenditures authorized within the budget for the year 2016; and

WHEREAS, these transfer and supplemental appropriations has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
10,000,000	General Fund from Debt Service Chargeback Savings	LIT	BU	OO	10,000,000

§ 2. There is hereby a transfer of appropriations within the budget year 2016 which is known as BT-12 and will be as follows:

	CODE	DESCRIPTION	AMOUNT
FROM	BU-GEN-1700-HD59F	General Fund – Debt Service Chargebacks	**$ 10,000,000**
TO	BU-GEN-1100-L3333	General Fund – Transfer to Litigation Fund	**$ 10,000,000**

§3. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 5. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 56–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the District Attorney's Office.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
115,370	New York State Division of Criminal Justice Services	GRT	DA	AA	20,000
		GRT	DA	DD	1,100
		GRT	DA	DE	94,270

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 55 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Health.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
615,196	Health Research, Inc.	GRT	HE	AA	437,978
		GRT	HE	AB	161,007
		GRT	HE	DD	10,000
		GRT	HE	HH	6,211

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 54–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Office of Housing and Community Development.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	SOURCE OF FUNDS	APPROPRIATED TO:			
		FUND	DEPT. CODE/Index	OBJ. CODE	AMOUNT (in dollars)
1,114,792	US Department of Housing & Urban Development	GRT	HI	AA	80,000
		GRT	HI	AB	31,478
		GRT	HI	DE	1,003,314

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 53 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Health.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
75,000	New York State Department of Health	GRT	HE	AA	54,271
		GRT	HE	AB	19,854
		GRT	HE	HH	875

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 52 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Health.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
297,646	New York State Department of Health	GRT	HE	AA	217,266
		GRT	HE	AB	79,380
		GRT	HE	DD	1,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 51 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Toxicology / Medical Examiner.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 15, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
17,000	New York State Division of Criminal Justice Services	GRT	ME	DD	5,565.50
		GRT	ME	AA	11,434.50

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part

617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 50- 2016

AN ORDINANCE TO AMEND ORDINANCE 543-1995, AS AMENDED, TO AUTHORIZE ADDITIONAL PAY FOR CERTAIN ASSISTANT DISTRICT ATTORNEYS

WHEREAS the District Attorney has previously established an Early Case Assessment Bureau (ECAB), within the Office of the District Attorney to receive criminal complaints that are instituted by police officers within the County; and

WHEREAS Assistant District Attorneys assigned to ECAB are required to work evenings, nights, weekends and holidays in addition to their usual weekday schedules;

WHEREAS the District Attorney wishes to encourage additional Assistant District Attorneys to devote additional shifts to ECAB to address the increased case volume and to maintain accessibility to the Office of the District Attorney at all times for victims and law enforcement; now, therefore

BE IT ORDAINED , by the County Legislature of the County of Nassau as follows::

Section 1. Subsection 3.5 of Ordinance No. 543-1995, as such Ordinance has been amended by Ordinance No. 26-1998, Ordinance No. 243-1999, Ordinance No. 46-c-2000, Ordinance No. 126-a-2000; and Ordinance No. 4-2002, is amended designating the first undesignated subdivision of subsection 3.5 as subdivision 1 and by amending subdivision 2 to subsection 3.5 to read as follows:

2. Assistant District Attorneys may receive hourly payment for additional time worked in

the Early Case Assessment Bureau (ECAB) in excess of their regularly scheduled full-time work week. Such hourly payment shall be calculated in accordance with the following two tiers as designated below:

Tier One constitutes the following hours:

a) 6:00pm to Midnight Monday through Friday; and

b) 9:00am to Midnight on Saturdays and Sundays; and

Tier Two constitutes the following hours:

a) Midnight to 9:00am every night of the week; and

b) All County Holidays

During Tier One hours, ADAs are to be paid at a rate of $42.00 per hour.

During Tier Two hours, ADAs are to be paid at a rate of $50.00 per hour.

§2. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) and (27) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 3. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 49-2016

AN ORDINANCE TO AMEND ORDINANCE 76-2000 RELATING TO THE ESTABLISHMENT OF VARIOUS FEES OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the County desires to clarify the appropriate fee schedule to be applied when the County has entered into a contract of sale of real property to a not-for-profit organization prior to a change in the fee schedule and where the County had knowledge that the not-for-profit organization intended to construct a building for the public benefit, therefore

BE IT ORDAINED, by the County Legislature of the County of Nassau as follows:

Section 1: Section 8 of Ordinance No. 76-2000, relating to the establishment of various fees for the Department of Public Works, as last amended by Ordinance No. 176-2015, is amended as follows:

8. The Commissioner of Public Works is hereby authorized to charge a fee of One Thousand Five Hundred dollars ($1,500) to review applications for building permits pursuant to Section 239-f of the General Municipal Law that are forwarded by the various towns, cities and incorporated villages. The fee shall be waived for an application filed where the anticipated cost of construction is less than twenty five thousand dollars ($25,000). A fee of Seven Hundred and Forty dollars ($740) shall be charged for a re-review of a previously rejected application for which a fee was required. If an application is made for a parcel that differs from the prior proposed use, a fee of seven hundred and fifty dollars ($750) shall be charged. If the value of construction estimate is greater than two hundred and fifty thousand dollars ($250,000) and is not a major subdivision defined by §334a of the Real Property Law in addition to the base initial fee of One Thousand Five Hundred dollars ($1,500) the applicant will be required

to pay three quarters of a percent (.75%) of the estimated construction value.

Notwithstanding the foregoing, any fees due and owed by a not-for-profit organization for any review of applications for building permits pursuant to this subdivision related to any parcel of real property sold to said not-for-profit by the County, shall be limited to such fees in effect on the date the County Legislature approved the contract of sale of such County real property to such not-for-profit organization, provided such approval date occurred after 2014.

§ 2. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) and (27) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 3. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $11,600,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto and incorporated herein as "Type II" under the heading "SEQRA Determination" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as an "Unlisted" under the heading "SEQRA Determination" on Appendix A attached hereto and incorporated herein, has been determined

not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 2. A capital expenditure for financing the cost of the objects or purposes identified under the heading “Project” on Appendix A attached hereto and incorporated herein, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by a two-thirds vote of the voting strength of the County Legislature, the amount of such capital expenditure to be $11,600,000, which shall be financed with the proceeds from the issuance of $11,600,000 of bonds.

Section 3. The County of Nassau (the "County") may issue its bonds in the aggregate principal amount of $11,600,000 pursuant to the Local Finance Law of New York (the “LFL” or "Law") in order to finance the specific objects or purposes or classes of objects or purposes (hereinafter referred to as the “Purpose”) described in Section 2 hereof.

Section 4. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $11,600,000. The maximum estimated cost of each component Project of the Purpose is set forth under the heading “Amount” on Appendix A attached hereto. Each project amount listed on said Appendix A is specific to that project and may not be shifted between projects(s) without thirteen affirmative votes. The plan of financing, as set forth in capital budgets and capital plans, includes $11,600,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 5. The County Legislature hereby determines that the specific periods of probable usefulness (each, a “PPU”) of each component Project of the Purpose for which said $11,600,000 of bonds authorized pursuant to this ordinance are to be issued, within the limitations of the applicable subdivision of paragraph a. of Section 11.00 of the Law identified under the heading “PPU LFL Section(s)” on Appendix A attached hereto and incorporated herein, are identified under the heading “PPU” on said Appendix A. The County Executive is hereby authorized and directed to make any necessary or desirable changes on Appendix A hereto to conform it to the Capital Budget and Capital Plan approved concurrently herewith.

Section 6. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of said bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the terms and conditions of this ordinance and the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the County Treasurer, the chief fiscal officer of the County.

Section 8. The County Treasurer is hereby authorized to cause such bonds and/or bond anticipation notes to be printed and to do such things as may be necessary to provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

Section 9. The validity of any County bonds authorized by this ordinance and any County bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially

complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

Section 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

§ 12. This ordinance shall take effect immediately upon its adoption.

APPENDIX A

PROPOSED ORDINANCE NO. - 2016

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $3,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto and incorporated herein as "Type II" under the heading "SEQRA Determination" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of

Nassau County that each Project identified as an “Unlisted” under the heading “SEQRA Determination” on Appendix A attached hereto and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 2. A capital expenditure for financing the cost of the objects or purposes identified under the heading “Project” on Appendix A attached hereto and incorporated herein, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by a two-thirds vote of the voting strength of the County Legislature, the amount of such capital expenditure to be $3,000,000, which shall be financed with the proceeds from the issuance of $3,000,000 of bonds.

Section 3. The County of Nassau (the "County") may issue its bonds in the aggregate principal amount of $3,000,000 pursuant to the Local Finance Law of New York (the “LFL” or "Law") in order to finance the specific objects or purposes or classes of objects or purposes (hereinafter referred to as the “Purpose”) described in Section 2 hereof.

Section 4. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $3,000,000. The maximum estimated cost of each component Project of the Purpose is set forth under the heading “Amount” on Appendix A attached hereto. Each project amount listed on said Appendix A is specific to that project and may not be shifted between projects(s) without thirteen affirmative votes. The plan of financing, as set forth in capital budgets and capital plans, includes $3,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 5. The County Legislature hereby determines that the specific periods of probable usefulness (each, a “PPU”) of each component Project of the Purpose for which said $3,000,000 of bonds authorized pursuant to this ordinance are to be issued, within the limitations of the applicable subdivision of paragraph a. of Section 11.00 of the Law identified under the heading “LFL” on Appendix A attached hereto and incorporated herein, are identified under the heading “PPU” on said Appendix A. The County Executive is

hereby authorized and directed to make any necessary or desirable changes on Appendix A hereto to conform it to the Capital Budget and Capital Plan approved concurrently herewith.

Section 6. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of said bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the terms and conditions of this ordinance and the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the County Treasurer, the chief fiscal officer of the County.

Section 8. The County Treasurer is hereby authorized to cause such bonds and/or bond anticipation notes to be printed and to do such things as may be necessary to provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

Section 9. The validity of any County bonds authorized by this ordinance and any County bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

Section 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

§ 12. This ordinance shall take effect immediately upon its adoption.

APPENDIX A

PROPOSED ORDINANCE NO. 46 –2016

AN ORDINANCE to amend Ordinance No. 13-2016, adopting the Capital Budget for the year two thousand fourteen for the County of Nassau, corresponding to the first year of the four year Capital Plan, pursuant to the provisions of Section 310 of the County Government Law of Nassau County.

WHEREAS, on March 7, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Ordinance No. 13-2016 approved and adopted the Capital Budget (as amended, the "Capital Budget") of the County of Nassau for the fiscal year beginning January 1, 2016 and ending December 31, 2016; and

WHEREAS, on March 7, 2016, pursuant to Section 310 of the County Government Law of Nassau County, the Nassau County Legislature by Resolution No. 27-2016 approved and adopted the four-year Capital Plan for the County of Nassau for the fiscal year beginning January 1, 2016 (the "Capital Plan"); and

WHEREAS, pursuant to Section 310 of such County Government Law, the County Executive may propose, at any time subsequent to the passage of the ordinance approving the Capital Budget, an ordinance to amend the Capital Budget; and

WHEREAS, the County Executive, based upon a review of the Capital Budget priorities by the Nassau County Department of Public Works, proposes that the amounts described herein be authorized in the Capital Budget for certain projects as hereinafter set forth in Appendix A attached hereto and incorporated herein; and

WHEREAS, the County Executive has solicited the recommendations of the Office of Management and Budget and the Office of Legislative Budget Review with respect to the amendment to the Capital Budget contained in this ordinance; and

WHEREAS, the County Executive herein proposes changes as hereinafter described to the Capital Budget that provide for additional programs, projects or activities; now, therefore,

BE IT ORDAINED by County Legislature of the County of Nassau as follows:

Section 1. The Capital Budget, as adopted by Ordinance No. 13-2016, is amended as follows:

(i) under the column heading, "Technology", project title, "97113 Departmental Technology Equipment Replacement", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$10,650,000", the amount listed under the column heading "Expenditures Through 2015", shall read $6,797,816", the amount listed under the column heading "Carry Forward", shall read "$3,852,184", the amount listed under the column heading "2016 County Debt", shall read "$2,000,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$2,000,000;" and

(ii) under the column heading, "Technology", project title, "97121 ADAPT", the amount listed under the column heading "Cumulative Budget (Pre 2016 Budget)", shall read "$6,500,000", the amount listed under the column heading "Expenditures Through 2015", shall read $6,889,515", the amount listed under the column heading "Carry Forward", shall read "$-389,515", the amount listed under the column heading "2016 County Debt", shall read "$2,000,000", the amount listed under the column heading "2016 County Self-Funding", shall read "$0", the amount listed under the column heading "2016 Non-County", shall read "$0" and the amount listed under the column heading, "2016 TOTAL", shall read "$2,000,000;" and

Section 2. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix B attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix B attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 3. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

Section 4. This ordinance shall take effect immediately.

APPENDIX A

APPENDIX B

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
FIFTH MEETING — MAY 23, 2016 1:00 P.M.
FIFTH MEETING OF 2016

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **HEARING ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY IN RELATION TO THE PROHIBITION OF DISCRIMINATORY ANTI-COMPETITIVE BUSINESS PRACTICES BY COMPANIES THAT PARTICIPATE IN BOYCOTT DIVEST SANCTIONS ACTIVITIES. 160-16(LE)

2. **VOTE ON PROPOSED LOCAL LAW NO. -2016**

A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY IN RELATION TO THE PROHIBITION OF DISCRIMINATORY ANTI-COMPETITIVE BUSINESS PRACTICES BY COMPANIES THAT PARTICIPATE IN BOYCOTT DIVEST SANCTIONS ACTIVITIES. 160-16(LE)

3. **RESOLUTION NO. 67-2016**

A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 162-16(AT)

4. **ORDINANCE NO. 46-2016**

AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 159-16(PW)

5. **ORDINANCE NO. 47-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $3,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 157-16(PW)

6. **ORDINANCE NO. 48-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $11,600,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 158-16(PW)

7. **ORDINANCE NO. 49-2016**

AN ORDINANCE TO AMEND ORDINANCE 76-2000 RELATING TO THE ESTABLISHMENT OF VARIOUS FEES OF THE DEPARTMENT OF PUBLIC WORKS. 99-16(CE)

8. **ORDINANCE NO. 50-2016**

AN ORDINANCE TO AMEND ORDINANCE 543-1995, AS AMENDED, TO AUTHORIZE ADDITIONAL PAY FOR CERTAIN ASSISTANT DISTRICT ATTORNEYS. 178-16(DA)

9. **ORDINANCE NO. 51-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF TOXICOLOGY/MEDICAL EXAMINER. 152-16(OMB)

10. **ORDINANCE NO. 52-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 153-16(OMB)

11. **ORDINANCE NO. 53-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 154-16(OMB)

12. **ORDINANCE NO. 54-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 155-16(OMB)

13. **ORDINANCE NO. 55-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 163-16(OMB)

14. **ORDINANCE NO. 56-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 164-16(OMB)

15. **ORDINANCE NO. 57-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE GENERAL FUND AND A TRANSFER OF APPROPRIATIONS. 165-16(OMB)

16. **ORDINANCE NO. 58-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 168-16(OMB)

17. **ORDINANCE NO. 59-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT. 169-16(OMB)

18. **ORDINANCE NO. 60-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE NASSAU COUNTY DEPARTMENT OF PROBATION. 170-16(OMB)

19. **ORDINANCE NO. 61-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 171-16(OMB)

20. **ORDINANCE NO. 62-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 185-16(OMB)

21. **ORDINANCE NO. 63-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 186-16(OMB)

22. **RESOLUTION NO. 68-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, JOSEPH MEDLIN, AS SET FORTH IN THE ACTION ENTITLED JOSEPH MEDLIN V. COUNTY OF NASSAU AND KENNETH C. PARKER, INDEX NO. 602194/2012 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 145-16(AT)

23. **RESOLUTION NO. 69-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, LAURENCE FEDERICO, AS SET FORTH IN THE ACTION ENTITLED LAURENCE FEDERICO V. COUNTY OF NASSAU AND THE TOWN OF OYSTER BAY, INDEX NO. 4096/2014 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 146-16(AT)

24. **RESOLUTION NO. 70-2016**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE “MAP OF OCEAN WATCH AT FREEPORT”, SITUATED IN FREEPORT, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 172-16(PW/PL)

25. **RESOLUTION NO. 71-2016**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE “MAP OF AVALON AT GARDEN CITY”, SITUATED IN UNIONDALE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 173-16(PW/PL)

26. **RESOLUTION NO. 72-2016**

A RESOLUTION APPROVING A FEDERAL-AID PROJECT ADMINISTERED BY THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN THE NON-FEDERAL SHARE OF THE COST OF CONSTRUCTION, AND IN THE COST OF CONSTRUCTION SUPERVISION AND INSPECTION OF THE PROJECT, AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE AN AGREEMENT, ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR THE PERFORMANCE OF SUCH WORK FOR THE PROJECT AND FOR THE PARTICIPATION BY THE COUNTY IN THE NON-FEDERAL SHARE OF THE COST OF THE PROJECT, IDENTIFIED AS C131494, TO PROVIDE AN INTERCONNECTED SET OF PATHWAYS FOR RESIDENTS AND TOURISTS TO WALK, BIKE AND RIDE NEIGHBORHOOD ELECTRIC VEHICLES. 174-16(PW)

27. **RESOLUTION NO. 73-2016**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR EMERGENCY REPAIRS TO THE BAYVILLE BRIDGE OVER MILL NECK CREEK, BIN 330001-0, CAPITAL PROJECT 63029, PIN 0989.26 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 175-16(PW)

28. **RESOLUTION NO. 74-2016**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR EMERGENCY REPAIRS TO THE LONG BEACH BRIDGE OVER WRECK LEAD CHANNEL, BIN 330030-1 AND BIN 330030-2 CAPITAL PROJECT 63029, PIN 0989.27 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 176-16(PW)

29. **RESOLUTION NO. 75-2016**

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR LONG ISLAND MOTOR PARKWAY MULTI-USE TRAIL, CAPITAL PROJECT 9E100-014, PIN 0760.98 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 187-16(PW)

30. **RESOLUTION NO. 76-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE OYSTER BAY HISTORICAL SOCIETY. 149-16(PK)

31. **RESOLUTION NO. 77-2016**

A RESOLUTION APPOINTING MICHELE M. DARCY TO THE SEWER & STORM WATER FINANCE AUTHORITY ON THE RECOMMENDATION OF THE MINORITY LEADER, KEVAN ABRAHAMS, PURSUANT TO SECTION 1232-C OF THE PUBLIC AUTHORITIES LAW. 147-16(CE)

32. **RESOLUTION NO. 78-2016**

A RESOLUTION REAPPOINTING PETER J. CLINES TO THE SEWER & STORM WATER FINANCE AUTHORITY ON THE RECOMMENDATION OF THE MINORITY LEADER, KEVAN ABRAHAMS, PURSUANT TO SECTION 1232-C OF THE PUBLIC AUTHORITIES LAW. 148-16(CE)

33. **RESOLUTION NO. 79-2016**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 156-16(PD)

34. **RESOLUTION NO. 80-2016**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2016 THROUGH MARCH 31, 2016; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 161-16 (LE)

35. **RESOLUTION NO. 81-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 150-16(OMB)

36. **RESOLUTION NO. 82-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 151-16(OMB)

37. **RESOLUTION NO. 83-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE TO CLOSE THE BUDGET FOR THE YEAR 2015. 166-16(OMB)

THE FOLLOWING ITEMS MAY BE UNTABLED

38. **ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY

REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

39. **ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services-Office of Youth Services and Long Island Crisis Center, Inc. RE: Youth Development/Delinquency Prevention. $122,020.00. ID# CQHS16000059.

County of Nassau acting on behalf of Human Services-Office of Youth Services and EAC, Inc. RE: Youth Development. $39,970.00. ID# CQHS16000081.

County of Nassau acting on behalf of Human Services-Office of Youth Services and Circulo De La Hispanidad, Inc. RE: Youth Development/Delinquency Prevention. $169,566.00. ID# CQHS16000079.

County of Nassau acting on behalf of Human Services, Office for the Aging and Jewish Association for Services for the Aged. RE: Home Delivered Meals. $340,078.00. ID# CQHS16000023.

County of Nassau acting on behalf of Human Services, Office for the Aging and Family and Children's Association. RE: Counseling (SFC), HIICAP/MIPPA. $315,797.00. ID# CQHS16000010.

County of Nassau acting on behalf of Human Services, Office for the Aging and New Horizons Counseling Center. RE: Social Adult Day Care. $60,000.00. ID# CLHS15000055.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Wantagh UFSD. RE: Substance Abuse Treatment /Prevention. $37,000.00. ID# CQHS15000200.

County of Nassau acting on behalf of Health and North Shore Child and Family Guidance Association – Good Beginnings for Babies Program. RE: Parenting Skills. $55,000.00. ID# CQHE16000001.

County of Nassau acting on behalf of Social Services and North American Family Institute, Inc. (NAFI). RE: Preventive Services. $536,368.00. ID# CLSS16000011.

County of Nassau acting on behalf of Social Services and Education & Assistance Corporation. RE: HEAP & WRAP Programs. $424,475.00. ID# CLSS16000015.

County of Nassau acting on behalf of Social Services and Circulo de la Hispanidad, Inc. RE: Domestic Violence, Non-Resid. $178,736.00. ID# CLSS16000007.

County of Nassau acting on behalf of Social Services and Rosemarie Pierre-Louis. RE: Adult Foster Home. $.03. ID# CQSS15000107.

County of Nassau acting on behalf of Office of Community Development and Operation SPLASH. RE: CDBG. $30,000.00. ID# CQHI15000067.

County of Nassau acting on behalf of Office of Community Development and Hip Hop Youth Summit Council. RE: CDBG. $25,000.00. ID# CQHI16000003.

County of Nassau acting on behalf of Office of Community Development and Glory House Recovery. RE: ESG. $15,500.00. ID# CQHI15000063.

County of Nassau acting on behalf of Social Services and Forensic Psychology Consulting PLLC. RE: Psychological Evaluations. $.01. ID# CLSS16000022.

County of Nassau acting on behalf of Social Services and Family & Children's Association. RE: PINS Div. & Proj. Indepen. $1,817,150.00. ID# CLSS16000014.

County of Nassau acting on behalf of Social Services and Tutor Time Learning Centers, LLC. RE: Day Care Services. $.01. ID# CQSS16000004.

County of Nassau acting on behalf of County Attorney and DiMascio & Associates, LLP. RE: Outside Counsel. $24,900.00. ID# CLAT15000025.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY JUNE 6, 2016 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY JUNE 20, 2016 at 1:00PM

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE

ON

MONDAY, MAY 23, 2016 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

DATED: May 16, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. **Public comment is limited to Agenda items.** The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

MAY 23, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-19-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER AND ROCKLAND BAKERY, INC. A-19-16
B-13-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R. J. INDUSTRIES, INC. B-13-16
B-16-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NUCO PAINTING CORP. B-16-16
B-20-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HI TECH AIR CONDITIONING SERVICES, INC. B-20-16
E-111-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND AMERICAN SECURITY TECHNOLOGIES, INC. D/B/A LIFE BUTTON 24. E-111-16
E-113-16	**TV**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND QUEST COMPUTER PRODUCTS, INC. E-113-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-121-16	**AT/CE**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY EXECUTIVE'S OFFICE AND THE OFFICE THE NASSAU COUNTY ATTORNEY, AND ROBERT J. BISHOP. E-121-16
E-122-16	**PK**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND DEAN KARAHALIS. E-122-16
E-123-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND BEE READY FISHBEIN HATTER & DONOVAN, LLP. E-123-16
U-16-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16
U-18-16	**SS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND LONG ISLAND CARES, INC. D/B/A THE HARRY CHAPIN FOOD BANK. U-18-16
U-19-16	**FM**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, AND FIRE COMMAND TRAINING. U-19-16
			THE FOLLOWING ITEMS MAY BE UNTABLED

Clerk Item No.	Proposed By	Assigned To	Summary
A-4-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	**TS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-55-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16
E-56-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16
E-66-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-93-16	**HE**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND SERVISAIR LLC. E-93-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-105-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND AON CONSULTING, INC. E-105-16
E-120-16	**SS**	**R**	**RESOLUTION NO. -2016** RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC. E-120-16

Nassau County

Department of Purchasing

A-19-16

Staff Summary

Subject: **Fresh Bread Products** (S/B # 37515-04076-025)	Date April 19, 2016
Department Office Of Purchasing	Vendor Name Rockland Bakery, Inc.
Department Head Name Eric Naughton	Contract Number A-19-2016
Department Head Signature	Contract Manager Name Linda A. Mills, Food Inspector 1

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	5/2/16	Counsel to C.E.
	Budget	4/25/16	County Atty.
5/2/16	Deputy C.E.	5/2/16	County Exec.

Narrative

Purpose: To award and execute a blanket purchase order for Fresh Bread Products for the Nassau County Correctional Center to Rockland Bakery, Inc.

Discussion: This bid was advertised in Newsday, posted to the Nassau County Bid Solicitation Board where five (5) vendors were notified electronically of the bid. Office of Minority Affairs was given a copy of the bid. Two (2) vendors submitted bids, none of whom are located in Nassau County.

Past Procurement History: Historically, Rockland Bakery Inc. has held food requirement contracts with Nassau County with satisfactory performance.

Impact on Funding: The estimated cost for this one (1) year contract is One Hundred Eighty Nine Thousand Three Hundred Seventy Seven Dollars ($189,377) from general funds.

Recommendation: Office of Purchasing recommends awarding this contract to Rockland Bakery, Inc. as the lowest responsible bidder meeting specifications.

2016 MAY -2 P 4:49

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2016 MAY -2 P 4:49

DISCLOSURE STATEMENT

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

Bidders Name: Rockland Bakery Inc.

Address: 94 Demarest Mill Rd Nanuet NY 10954

Telephone No: 845-623-5900 Fax No:

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.

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.

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

BIDDER SIGN HERE _____ Pres.
BIDDER TITLE

Rockland Bakery Inc., 94 Demarest Mill Rd., Nanuet NY 10954

Date of formation: June of 1986

All officers/owners/shareholders:

Philip Battaglia, [redacted]
Mario Battaglia,
Joseph Battaglia,
Salvatore Battaglia,

State of incorporation: New York

Number of Employees: 425

Annual Revenue: [redacted]

Summary of relevant accomplishments:

Largest Commercial Bakery of fresh baked products in the Northeast. Servicing all major food services. Servicing over five thousand customers in several states.

Number of years in Business: Thirty years

Number of years of experience in baking industry: Forty years

COUNTY OF NASSAU

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

1. Name of the Entity: Rockland Bakery Inc.

Address: 94 Demarest Mill Rd Nanuet NY 10954

City, State and Zip Code: Nanuet NY 10954

2. Entity's Vendor Identification Number: 13 335 0340

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (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):

see attached

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

see attached

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.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

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.

Dated: 4/1/16

Signed: _____
Print Name: Salvatore Battaglia
Title: Tres.

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.

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? If yes, to what campaign committee?

No

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/1/16

Vendor: Rockland Bakery Inc.

Signed:

Print Name: Salvatore Battaglia

Title: Tr

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

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

BIDDER SIGN HERE _____ BIDDER

Treas. TITLE

VERIFICATION: 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.

Dated: 4/1/16

Signed: [signature]
Print Name: Salvatore Bellaglia
Title: Pres.

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.

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 Salvatore Battaglia

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 94 Demarest Mill Rd

   City/state/zip Nanuet NY 10954

   Telephone 877-623-5500

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President ___/___/___ Treasurer 2/1/15

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ 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 not-for-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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Salvatore Battaglia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 20 16

Notary Public

ASHLEY LAUREN MARESCA
Notary Public, State of New York
No. 04MA6232923
Qualified in Rockland County
Term Expires December 20, 2018

Rockland Bakery Inc.
Name of submitting business

Salvatore Battaglia
Print name

Signature

Treas.
Title

4 / 1 / 16
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 Philip Battaglia

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 94 Demarest Mill Rd

   City/state/zip Demarest NJ 10914

   Telephone 845-623-5800

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President 2/1/15 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ 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 not-for-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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Philip Battaglia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 2016

Notary Public

ASHLEY LAUREN MARESCA
Notary Public, State of New York
No. 04MA6232923
Qualified in Rockland County
Term Expires December 20, 2018

Rockland Bakery Inc.
Name of submitting business

Philip Battaglia
Print name

Signature

Pres
Title

4 / 1 / 16
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 Mario Battaglia
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 94 Demarest Mill Rd
   City/state/zip Nanuet NY 10954
   Telephone 845-623-5800
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   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 2/1/15
   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 not-for-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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Mario Battaglia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 20 16

Lauren Maresca
Notary Public

ASHLEY LAUREN MARESCA
Notary Public, State of New York
No. 04MA6232923
Qualified in Rockland County
Term Expires December 20, 2018

Rockland Bakery Inc.
Name of submitting business

Mario Battaglia
Print name

Mario Battaglia
Signature

Secretary
Title

4 / 1 / 16
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 Joseph Battaglia

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 94 Demarest Mill Rd

   City/state/zip Nanuet NY 10954

   Telephone 845-623-5800

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   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 ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 2/1/15 ___/___/___

   (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 not-for-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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Joseph B. Battaglia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 20 16

Notary Public

ASHLEY LAUREN MARESCA
Notary Public, State of New York
No. 04MA6232923
Qualified in Rockland County
Term Expires December 20, 2018

Rockland Bakery Inc.
Name of submitting business

Joseph Battaglia
Print name

Signature

V.P.
Title

4 / 1 / 16
Date

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: 3/29/2016

1) Proposer's Legal Name: Rockland Bakery Inc.

2) Address of Place of Business: 94 Demarest Mill Rd., Nanuet NY 10945

List all other business addresses used within last five years:
No other addresses

3) Mailing Address (if different): Same as Business address

Phone: 845-623-5800

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 050290923

5) Federal I.D. Number: 13 335 0340

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ 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, 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. _____

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. _____

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 charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

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 ✓

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 occurrence. _____

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 X; If Yes, provide details for each such instance. _____

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 X 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. _____

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. Going forward employment application will ask if applicant or family member works for the County of Nassau. or has business dealings with the County of Nassau. If potential conflict exists, we will contact the County for guidance.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm; See attached

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

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 Sodexo

Contact Person David Dunn

Address 9801 Washington Blvd

City/State Gaithersburg MD 20878

Telephone 301 - 987 - 4594

Fax #

E-Mail Address David.Dunn@sodexo.com

Company Aramark

Contact Person Patrick Mayhew

Address 1101 Market St

City/State Philadelphia PA 19107

Telephone 215-409-7214

Fax #

E-Mail Address Mayhew-Patrick@aramark.com

Company Foodbuy

Contact Person Tom Komer

Address

City/State

Telephone 401-619-7252

Fax #

E-Mail Address TKomer@foodbuy.com

Rockland Bakery Inc., 94 Demarest Mill Rd., Nanuet NY 10954

Date of formation: June of 1986

All officers/owners:

Philip Battaglia, [redacted]
Mario Battaglia,
Joseph Battaglia,
Salvatore Battaglia,

State of incorporation: New York

Number of Employees: 425

Annual Revenue: [redacted]

Summary of relevant accomplishments:

Largest Commercial Bakery of fresh baked products in the Northeast. Servicing all major food services. Servicing over five thousand customers in several states.

Number of years in Business: Thirty years

Number of years of experience in baking industry: Forty years

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.

I, Salvatore Battaglia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 20 16

Notary Public

ASHLEY LAUREN MARESCA
Notary Public, State of New York
No. 04MA6232923
Qualified in Rockland County
Term Expires December 20, 2018

Name of submitting business: Rockland Bakery Inc.

By: Salvatore Battaglia
Print name

Signature

Tres.
Title

4 / 1 / 16
Date

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-19-2016**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: APRIL 20, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY CORRECTIONAL CENTER

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED SEVENTY SEVEN DOLLARS ($189,377.00) ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL CENTER TO ROCKLAND BAKERY, INC. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE FRESH BREAD PRODUCTS FOR THE NASSAU COUNTY CORRECTIONAL CENTER.

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

ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

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 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY CORRECTIONAL CENTER AND ROCKLAND BAKERY, INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #37515-04076-025 for fresh bread products for Nassau County Correctional Center as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, ROCKLAND BAKERY, INC. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with ROCKLAND BAKERY, INC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: APRIL 7, 2015 AT 11 A.M.
BID NO: 37515-04076-025
REQ. NO: N/A
TITLE: FRESH BREAD PRODUCTS

ITEM #	ARTICLE	QTY	UNIT	ROCKLAND BAKERY	J & S LICATA BROS INC.											DETAILS OF AWARD	
				1	2	3	4	5	6	7	8	9	10	11	12	TO NO.	AMOUNT
1	375-15-330-000	15000	EA	0.86	0.87												
2	375-15-330-000	15000	EA	0.86	0.89												
3	375-15-310-000	150000	EA	0.86	0.88												
4	375-15-310-000	150000	EA	0.86	0.90												
5	375-15-230-000	850	EA	2.00	1.90												
6	375-15-120-000	800	EA	1.00	0.80												
7	375-15-360-000	2600	DZ	0.93	1.25												
8	375-15-380-000	1650	DZ	0.93	1.20												
9	375-15-630-000	17000	DZ	1.65	1.70												
10	375-15-491-000	10	EA	10.00	10.00												
11	375-15-491-200	10	EA	6.75	6.50												
12	375-15-491-100	150	EA	5.00	5.00												
13	375-45-140-000	5000	DZ	2.20	2.25												
14	375-15-380-100	28	CS	16.00	16.00												
15	375-15-380-200	38	CS	16.00	16.00												
PREPARED BY			TERMS	NET	NET	NET	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 4/7/15 Claudia Colasurdo Technical Coordinator

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

BID NUMBER
37515-04076-025

Dated: March 24, 2016

BID OPENING DATE
April 7, 2016
11:00 A.M. E.D.S.T.

BUYER
Linda A. Mills

TELEPHONE
(516) 571-6109

REQUISITION NUMBER
N/A

OPENED
APR -7 2016
OFFICE OF PURCHASING

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: FRESH BREAD PRODUCTS

- 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 _____ 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:
Nassau County Correctional Center
100 Carman Avenue
East Meadow, New York 11554

GUARANTEED DELIVERY DATE
2 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 Rockland Bakery Inc.
ADDRESS 94 Demarest Mill Rd
CITY Nanuet STATE NY ZIP CODE 10954 TELEPHONE 845-623-5800

SIGNATURE OF AUTHORIZED INDIVIDUAL

Salvatore Battaglia Pres
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Rockland Bakery Inc.

Address: 94 Demarest Mill Rd Nanuet NY 10954

Telephone No: 845-623-5900 Fax No:

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.

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.

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

BIDDER SIGN HERE _____ Pres.
BIDDER TITLE

Rockland Bakery Inc., 94 Demarest Mill Rd., Nanuet NY 10954

Date of formation: June of 1986

All officers/owners/shareholders:

Philip Battaglia, [redacted]
Mario Battaglia,
Joseph Battaglia,
Salvatore Battaglia,

State of incorporation: New York

Number of Employees: 425

Annual Revenue: [redacted]

Summary of relevant accomplishments:

Largest Commercial Bakery of fresh baked products in the Northeast. Servicing all major food services. Servicing over five thousand customers in several states.

Number of years in Business: Thirty years

Number of years of experience in baking industry: Forty years

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
37515-04076-025

QUALIFICATION STATEMENT

BIDDER'S NAME: Rockland Bakery Inc.

ADDRESS: 94 Demarest Mill Rd. Nanuet NY 10954

1. STATE WHETHER: CORPORATION Y INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Philip Battaglia, [redacted]
VICE PRESIDENT Joseph Battaglia,
SECRETARY Mario Battaglia,
TREASURER Salvatore Battaglia,

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes
IF SO WHEN? 2014

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

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

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

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
Philip Battaglia		37	Baking	pres
Joseph Battaglia		40	Baking	VP

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
Rockland Bakery has been serving this Bid for over 10 years

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

BIDDER SIGN HERE _____ BIDDER

Tres TITLE

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

Philip Battaglia pres

Michael Battaglia, Director of Sales

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: Sodexo Food Service

ADDRESS: 9801 Washington Blvd

Gaithersburg MD 20878

TELEPHONE: 301-987-4594 CONTACT PERSON David Dunn

CONTRACT DATE: David.Dunn@sodexo.com

2. REFERENCE'S NAME: Aramark Food Service

ADDRESS: 1101 Market St

Philadelphia PA 19107

TELEPHONE: 215-409-7214 CONTACT PERSON Patrick Mayhew

CONTRACT DATE: patrick-mayhew@aramark.com

3. REFERENCE'S NAME: Foodbuy

ADDRESS: 2400 Yorkmont Rd

Charlotte NC 28217

TELEPHONE: 401-619-7252 CONTACT PERSON Tom Komer

CONTRACT DATE: TKomer@foodbuy.com

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

BIDDER SIGN HERE _____ BIDDER

Pres TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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.

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

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.

(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, 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.

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.

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.

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.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

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

PERIOD COVERED: Shall be for one (1) year from the effective date and may be extended, by mutual agreement for an additional one (1) year period with the same terms, prices and conditions.

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

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

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

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.

Estimated Total Dollar Value: $225,000.00

The estimated usage one (1) year figures are the result of research of every item as to their usage during a past one (1) Year period and/or their anticipated usage during the next one (1) year period. However, the termination of the Blanket Order may be further extended for up to two (2) month beyond the stated termination date.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

MINIMUM ORDERS: There will be many County Agencies ordering from Blanket Orders. Therefore, **NO MINIMUMS SHALL BE APPLIED TO THIS BID.**

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

Inside delivery is required on all deliveries. No delivery will be accepted at ant Nassau County Agency after 2:00 P.M.

Delivery: See Schedule B attached.

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.

BID OPENING: At Bid Opening, only bidders names will be read; unit prices will not be read, but will be available when bid summary sheet is prepared.

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.

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.

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

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.

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BIDDER SIGN HERE _____ BIDDER

_____ TITLE

SAMPLES: Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum 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 testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, 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 the Ordinance. Further details about the registration process may be found at ***https://eproc.nassaucountyny.gov/SupplierRegister***

APPROXIMATE QUANTITIES: The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimated quantities based on experience and are given for information purposes only. The County will not be compelled to order the total estimated amount of any item; but the quantity to be ordered will be such as may be actually required by the respective County Department s during the period specified. Additional quantities of any items or quantity specified therein may be ordered during the period of the Blanket Order at the prices indicated.

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.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
37515-04076-025

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 1 day of April, 20 16 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Rockland Bakery Inc.

Address: 94 Demarest Mill Rd

Street: Nanuet

City, Town, etc: Nanuet NY 10954

Telephone: 845-623-5800 Title: Pres

If applicable, responsible Corporate Officer

Name Salvatore Battaglia Title Pres

Signature: Sign Here

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

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

BIDDER SIGN HERE _____ Pres.
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
37515-04076-025

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 place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

Bid document must be signed by 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.

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

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

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

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

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.

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.

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:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____
CLAIMANT NAME DATE

_____
BY (SIGNATURE) TITLE

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

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf
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.

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

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.

SCHEDULE 'B"
FOR: BREAD AND ROLLS DELIVERY INSTRUCTIONS

INSTITUTIONS – DAILY DELIVERY – FIVE (5) DAYS WEEKLY, OR AT THE DISCRETION OF THE FOOD SERVICE DIRECTOR. (NO SUNDAYS) OR SPECIAL HOLIDAYS.

OTHER AGENCIES – AS REQUESTED.

NASSAU COUNTY CORRECTION CENTER – CARMAN AVENUE – EAST MEADOW, NY 11554

DELIVERY DAYS: DELIVERIES ARE TO BE MADE EVERY MONDAY, WEDNESDAY AND FRIDAY.

DELIVERY TIME: BETWEEN 7:00 A.M. AND 9:00 A.M.

VARIOUS AUTHORIZED NASSAU COUNTY AGENCIES ONLY WHEN AND IF REQUESTED AND AUTHORIZED BY THIS OFFICE OF PURCHASING

IMPORTANT VENDOR NOTICE: In compliance with Local Law #1-89 and subsequent directive of 7/9/90 the requirements of the Nassau County Medical Center (Nassau University Medical Center) and those of the A. Holly Patterson Geriatric Center are not part of this bid. They are specifically excluded.

BIDDING VENDORS – PLEASE NOTE:

1) If weights of items are different from your weights, please cross out the indicated weight(s) and put in weight(s) of item(s) you are bidding on. If no changes are made on indicated weights, as stipulated, it will be presumed that bids on specified items are predicated on those weight and yields (slices).

WEIGHTS AND SLICES, AS BID, WILL BE CAREFULLY CHECKED. THE SUCCESSFUL BIDDING VENDOR WILL BE REQUIRED TO SUPPLY THE FULL WEIGHTS AND SLICES, AS BID, FOR/DURING THE FULL TERM OF THE CONTRACT.

2) Do NOT enter "Unit Price" and indicate a lower possible bid price by use of volume discounts. "Unit Price", as entered by bidding Vendors, is to be offered ONLY as per the "Unit Issue" as indicated in the Sealed Bid.

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

BIDDER SIGN HERE _____ BIDDER

Pres
TITLE

3) Please note that all items listed on these pages are for 'FRESH BREADS AND ROLLS". FROZEN AND/OR DEFROSTED ITEMS WILL BE REJECTED.

4) The successful qualified bidder(s) awarded this bid will be held responsible for deliveries of full needed quantities of LISTED FRESH BREAD AND ROLLS.

ACCEPTANCE OF ANY/ALL PRODUCT SHALL BE MADE ONLY BY THE FOOD INSPECTOR OF NASSAU COUNTY AND/OR THE DIRECTORS OF FOOD SERVICES AT THE AUTHORIZED USING NASSAU COUNTY AGENCIES. ALL

DELIVERIES SHALL BE RECEIVED SUBJECT TO INSPECTION BY A NASSAU COUNTY OFFICE OF PURCHASING FOOD INSPECTOR. THE RIGHT IS RESERVED TO REJECT ANY OR ALL ITEMS WHICH DO NOT CONFORM STRICTLY TO THE SPECIFICATIONS STATED HEREIN.

DELIVERIES: DELIVERIES SHALL BE MADE IN CLOSED TRUCKS, MAINTAINED IN A SANITARY MANNER. DELIVERIES FOUND NOT TO BE IN ACCORDANCE WITH COUNTY SPECIFICATIONS WILL BE REJECTED IN WHOLE OR IN PART. THE BIDDER SHALL PROMPTLY REMOVE ALL REJECTED SUPPLIES AT HIS OWN EXPENSE. IN THE EVENT OF A REJECTED DELIVERY, PURCHASE SHALL BE MADE IN THE OPEN MARKET AT VENDOR'S EXPENSE. ON A REPLACEMENT PURCHASE, SHOULD THE COST BE GREATER THAN THE CONTRACT PRICE, THE DIFFERENCE SHALL BE CHARGED AGAINST THE VENDOR; SHOULD THE COST BE LESS, THE VENDOR SHALL HAVE NO CLAIM TO THE DIFFERENCE. DELIVERIES ARE TO BE MADE THREE TIMES A WEEK, SPECIFICALLY ON MONDAY, WEDNESDAY AND FRIDAY.

Note: All Bread Packaging must have printed labeling information, including nutrition facts, ingredients & weight. Also must state "No trans-fat & fructose Free". Label must state Kosher/Parve and must show "best By" date.

VENDOR MUST STATE GUARANTEEED DELIVERY DATE 2 DAYS AFTER RECEIPT OF ORDER

No.	Estimated Usage/12 Months	Unit	Items No. and Description	Unit Price
			BREADS AND ROLLS (FRESH)	
1)	15,000	Each	375-15-330-000: White Bread, Pullman, 28 oz. Polybagged Loaves with ~~30~~ 28 usable slices.	$ .86 /Ea
2)	15,000	Each	375-15-330-000: White Bread, Pullman, 28 oz. Wax-Wrapped Loaves with ~~30~~ 28 usable slices.	$ .86 /Ea
3)	150,000	Each	375-15-310-000: Whole Wheat Bread, Pullman, 29 Oz, Polybagged Loaves with ~~30~~ 28 usable slices	$ .86 /Ea.
4)	150,000	Each	375-15-310-000: Whole Wheat Bread, Pullman, 29 Oz, Wax-Wrapped Loaves with ~~30~~ 28 usable slices	$ .86 /Ea.
5)	850	Each	375-15-230-000: Rye Bread, Jewish Style, With 34 usable slices, 40 Oz.	$ 2.00 /Ea
6)	800	Each	375-15-120-000: Bread, French, Loaf, minimum weight 12 oz. /each	$ 1.00 /Ea

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

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

No.	Estimated Usage/12 Months	Unit	Items No. and Description	Unit Price
7)	2,600	Dz.	375-15-360-000: Rolls, Hamburger, 12/Pack, 21 Oz.	$ .93 Dz.
8)	1,650	Dz.	375-15-380-000: Rolls, Frankfurter, 12/Pack, ~~21~~ 18 Oz.	$ .93 /Dz.
9)	17,000	Dz.	375-15-630-000: Seeded Kaiser Rolls Min. 3 Oz. Ea.	$ 1.65 /Dz.
10)	10	Ea	375-15-491-000: "Hero's", "SIX (6) FOOTERS"	$ 10.00 /Ea
11)	10	Ea.	375-15-491-200 "Hero's", "FOUR (4) FOOTERS	$ 6.75 /Ea
12)	150	Ea.	375-15-491-100 "Hero's", "THREE (3) FOOTERS"	$ 5.00 /Ea
13)	5,000	Dz.	375-45-140-000: Bagels, Plain Weight, 4.5 Oz. Each	$ 2.20 /Dz.
14)	38	Cs	375-15-380-100: Wraps, Plain or Whole Wheat 12" Round, 12 Wraps per Package, 6 Dz. /Case (72 Wraps per Case)	$ 16.00 Cs
15)	38	Cs.	375-15-380-200: Wraps, Flavored, (Spinach Carrot, etc) 12" Round, 12 Wraps per Package, 6 Dz. /Case (72 Wraps per Case)	$ 16.00 Cs

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

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

FORMAL BID RECOMMENDATION

BID NUMBER: **37515-04076-025** OPEN DATE: **April 7, 2016**

TITLE: **FRESH BREAD PRODUCTS**

DATE: April 15, 2016

TO: BUYER: **LINDA A. MILLS** GROUP : **FOOD** FROM: **ADMINISTRATION**

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

Date: 04-15-16

To: Supervisor From: Buyer

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 attached page.

Linda A. Mills
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 4/15/16

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

Director

for M. Sellers

Bid Results
Recommend a group Award be made to the Lowest responsible Vendor as indicated:
Rockland Bakery, Inc.

DPS-B021
PR-1491.3/72 Rev.3/01

B-20-16

Additional Backup

If Yes, provide details for each such conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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 conflicts 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.

There aren't any conflicts of interests. If any conflicts arose, we would take the proper measures to correct the situation.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 10 P 1:58

B20-16

Nassau County

Department of Public Works

Staff Summary

CLPW16000011

Subject: HVAC Construction Building Construction Requirements Contract	Date: April 13, 2016
Department **Public Works**	Vendor Name: Hi Tech Air Conditioning Service, Inc.
Department Head Name Shila Shah-Gavnoudias	Contract Number B90402 03H
Department Head Signature	Personal Services ____ Blanket Res ____ Calendar ____ Bid ___ Rules Comm. _____
Project Manager Name: Michael Puleo Phone Number: 571-6917	Contract Manager Name: Joseph Siano Phone Number: 631 491-5210

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
4/14	Dept. Head		Counsel to C.E.
	Budget	4-19-16 MRS	County Atty.
	Deputy C.E.		County Exec.

Narrative

Purpose:

Building Construction HVAC Construction Contractor will be "On-Call" to the County for HVAC related construction projects and in response to emergency situations at various County Facilities.

Discussion:

This is a single prime contract with a (2) year duration and an option to renew for another (2) years, with payments based on a time and material expended plus the Contractor's markup of 21% on Labor and 21% on Material.

Impact on Funding:

Funding for this contract will come from multiple sources. This contract included an annual cap of one million five hundred thousand dollars (1,500,000.00).

Recommendation:

Amend this contract to extend the cap another two million dollars (2,000,000.00) payable for expenses incurred in either year of the contract so that the maximum cap of the contract shall be five million dollars ($5,000,000.00).

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2016 MAY -2 P 4:14

Contract ID#: B90402-03H

CLPW160000 11

Department: Public Works

CF B20-16

CF (Capital)

Contract Details

SERVICE HVAC Requirements

NIFS ID #: CHPW15000009 NIFS Entry Date:_____ Term: from Execution to End of Term

New ☐ Renewal ☐	
Amendment	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Vendor		County Department	
Name: Hi Tech Air Conditioning Service, Inc.	Vendor ID#: 11-2722111	Department Contact: Public Works	
Address: 60 Otis Street, W. Babylon, N.Y. 11704	Contact Person: Joseph Siano	Address: 1194 Prospect Avenue, Westbury, N.Y. 11590	
	Phone: 631 491-5210	Phone: 516 571-9603	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	9/19/16		
	OMB	*NIFS Approval* ☐			Yes ☐ No ☐ Not required if Blanket Res.
	County Attorney	*CA RE & Insurance Verification* ☐			
	County Attorney	*CA Approval as to form* ☐			Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

Contract ID#: B90402-03H

Department: Public Works

Contract Summary

Description:
Building Construction HVAC Requirements Contract

Purpose:
HVAC Construction Contractor will be "On-Call" to the County for HVAC related construction projects and in response to emergency situations at various County Facilities.

Method of Procurement:
This Contract was publicly bid in accordance with General Municipal Law 103.
Two firms bid on this contract and the lowest bidder is deemed to be a local contractor

Procurement History:
Project was competitively bid.

Description of General Provisions:
This is a single prime contract with a (2) year duration, with payments based on a time and material expended plus the Contractor's markup of 21% on Labor and 21% on Material.

Impact on Funding / Price Analysis:
Funding for this contract will come from multiple sources. This contract included an annual cap of one million five hundred thousand dollars (1,500,000.00)

Change in Contract from Prior Procurement:
This contract will be amended to extend the cap another two million dollars (2,000,000.00) payable for expenses incurred in either year of the contract so that the maximum cap of the contract shall be five million dollars ($5,000,000.00)

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	Cap
Control:	90
Resp:	402
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	1,299,547.85
Other	$
TOTAL	$1299547.85

LINE	INDEX/OBJECT CODE	AMOUNT
1	90402-022	$188,000
2	98343-001	$885,647.85
3	90402-016	$225,900
4		$
5		$
6		$
	TOTAL	$1,299,547.85

Document Prepared By: K Arnold **Date:** 1-9607

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	*(For Office Use Only)* **E #:**

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: HiTech Air Condition Services

2. Dollar amount requiring NIFA approval: $ 2,000,000

Amount to be encumbered: $ 1,299,547.85 1/A 4/14

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: expires December 7, 2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing work utilizing the base Contract

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ____
State % ____
County % ____

Is the cash available for the full amount of the contract?	___ Yes	✓ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	✓ No	___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is the first Amendment for this contract. The base contract is $1.5 million for two years, total $3 million. This amendment increases the contract by $ 2 million for a total for $5 million.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CHPW1500009 has an excess of $50k encumbered.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Hi Tech Air Conditioning Service Inc.

CONTRACTOR ADDRESS: 60 Otis Street, W. Babylon, N.Y. 11704

FEDERAL TAX ID #: 11-2722111

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. X The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on August 6, 2014. The sealed bids were publicly opened on August 26, 2014. Two (2) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on July 6, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/14/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Exhibit A

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? If yes, to what campaign committee?

No

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/28/16

Vendor: HiTech Air Conditioning Service

Signed: [redacted]

Print Name: Joseph Sciara

Title: President

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/28/16

Signed: [redacted]

Print Name: Joseph Siano

Title: President

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

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

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 _____
   Date of birth _____
   Home add_____
   City/state/zip _____
   Business _____
   City/state/z_____
   Telephone _____
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in business and starting date of each (check all applicable)
   President ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ 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 not-for-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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

[redacted], being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of March 2016

[redacted]

Notary Public

[redacted]

Hi Tech Air Conditioning Service Inc

Name of submitting business

[redacted]

Pr

[redacted]

Signature

[redacted]

Title

3/28/2016

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 _____
   Date of birth _____
   Home address _____
   City/state/zip _____
   Business address _____
   City/state/zip _____
   Telephone _____
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   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 ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   V_____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YE___ 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___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? Y___
   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

CERTIFICATION

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I, [redacted], being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of March 2016

[redacted]

Notary Public

[redacted]

Hi Tech Air Conditioning Service Inc

Name of submitting business

[redacted]

Signature

[redacted]

Title

3/28/2016

Date

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: 3/28/16

1) Proposer's Legal Name: Hi Tech Air Conditioning

2) Address of Place of Business: 60 Otis Street, W. Babylon NY 11704

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): Same

Phone : 631-491-5210

Does the business own or rent its facilities? [redacted]

4) Dun and Bradstreet nu[redacted]

5) Federal ID Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No If Yes, please provide details: [redacted]

8) Does this business control one or more other businesses? Yes __ No ✓ 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, 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. _____

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. _____

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 charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

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 conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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

(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

(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

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.

N/A

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments;

viii) Copies of all state and local licenses and permits;

B. Indicate number of years in business;

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

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 _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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Sworn to before me this 28 day of March 2016

[redacted]
Notary Public

[redacted]

Name of submitting business: Hi Tech Air Conditioning Service Inc

By: [redacted]

Title

3/28/2016
Date

REFERENCES

Contact	Telephone
[redacted]	[redacted]

If you have any difficulty in reaching any of these accounts, or wish additional listings, please do not hesitate to contact us.

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Main Fax (631) 491-5307 • Sales Fax (631) 253-0045

Public Works Experience with Large Central Air Conditioning Systems

Organization	Contract Type	Award Date	Amount
[redacted]	Service Contract of [redacted]	2006 - 2011	[redacted]
[redacted]	Requirements Contract of HVAC Systems- [redacted]	2012-2017	[redacted]
[redacted]	Service Contract of HVAC Systems-Various Locations	2000 - 2013	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	1998-2008	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	2009/2010	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	2011/2017	[redacted]
[redacted]	Prev. Maintenance and Service Contract of HVAC Systems- [redacted]	2008 - 2011	[redacted]
[redacted]	Maintenance & Service - [redacted]	2006 - 2010	[redacted]
[redacted]	[redacted]	2008 - 2011	[redacted]

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Main Fax (631) 491-5307 • Sales Fax (631) 253-0045

[redacted]	Repair and Maintenance of Chillers, Rooftops and Split AC systems	2011-2012	[redacted]
[redacted]	Carrier HVAC Equip. Maintenance and Service	2011-2012	[redacted]
[redacted]	Chiller Maintenance and Repair	2011-2015	[redacted]
[redacted]	HVAC Preventive Maintenance [redacted]	2011 - 2014	[redacted]
[redacted]	HVAC Systems Maintenance and Repairs	2011 - 2016	[redacted]

HI Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Main Fax (631) 491-5307 • Sales Fax (631) 253-0045

JOSEPH SIANO

[redacted]

WORK EXPERIENCE:

[redacted]

RONALD D'AVERSA

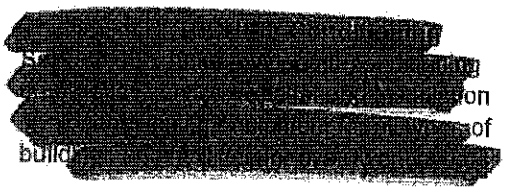
[redacted]

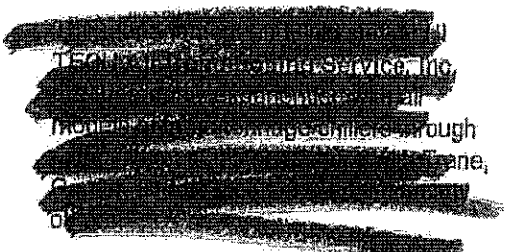
WORK EXPERIENCE:

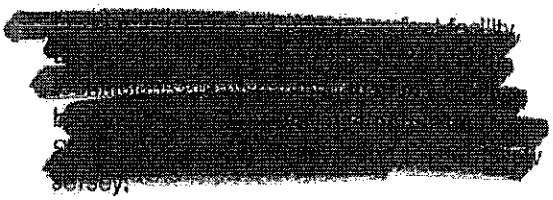
[redacted]

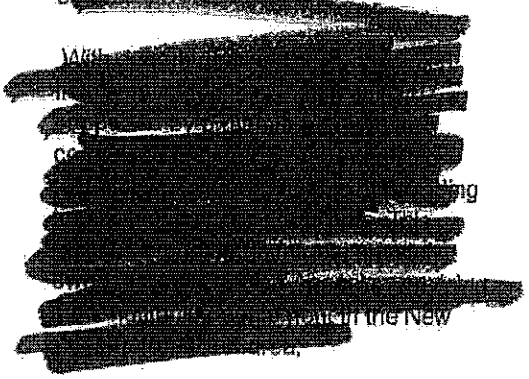
HI TECH Air Conditioning Service, Inc.

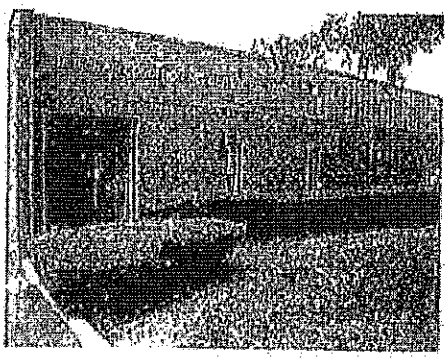
60 Otis Street West Babylon, N.Y. 11704
(631)-491-5210 T (631)-253-0045 Fax

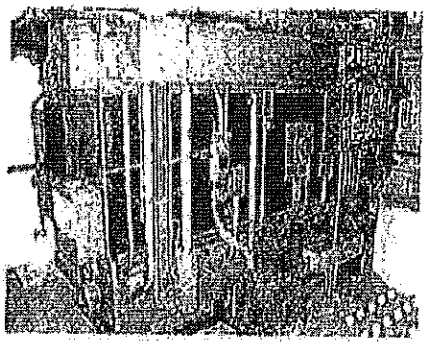


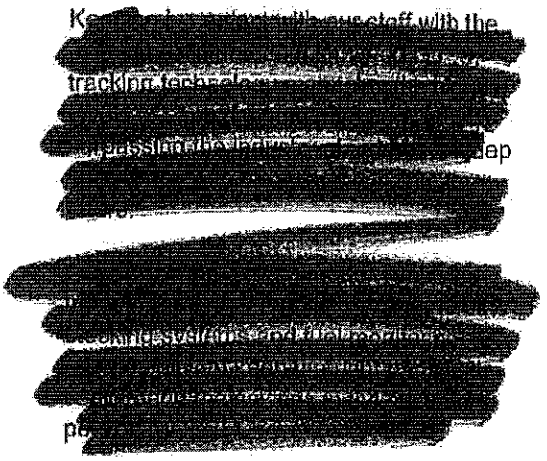












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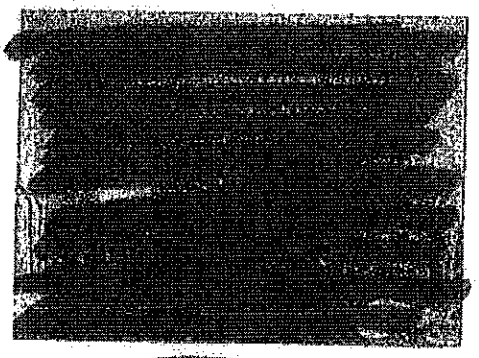

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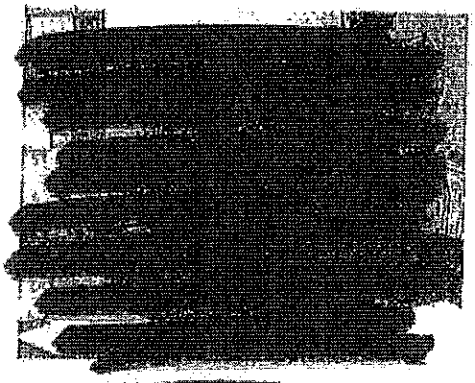

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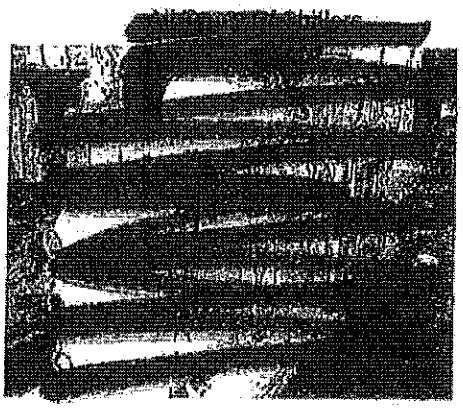

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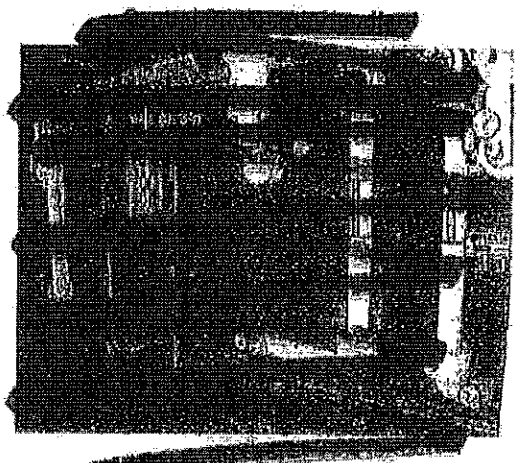

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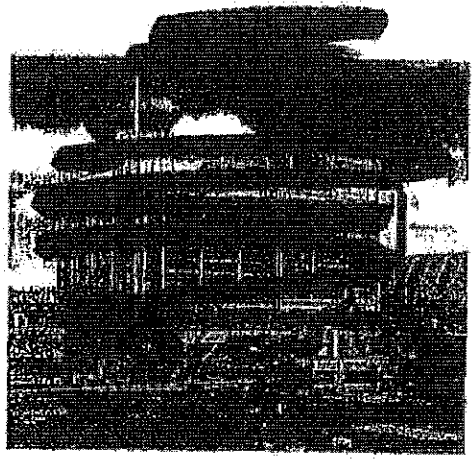

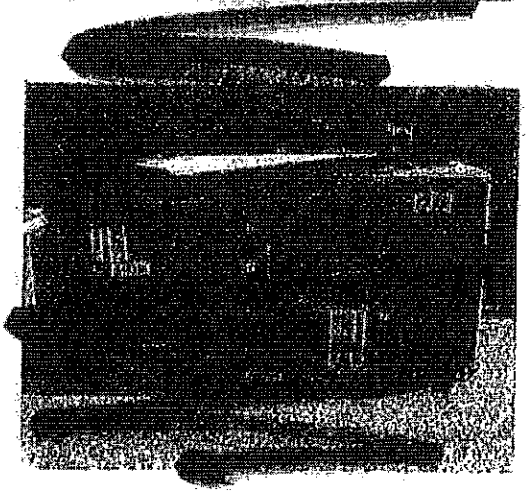

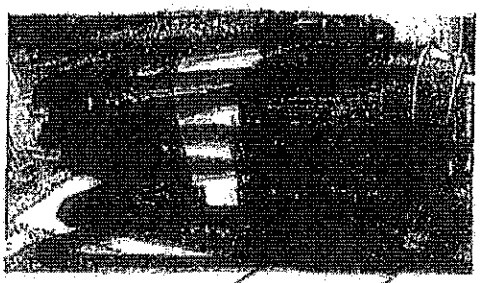

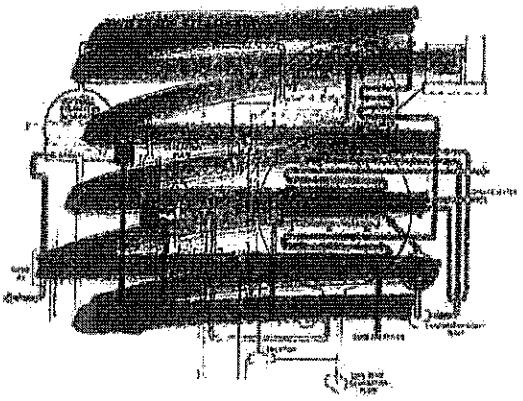

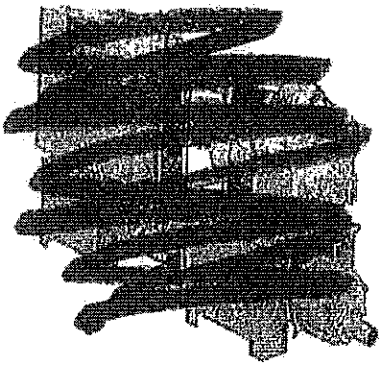

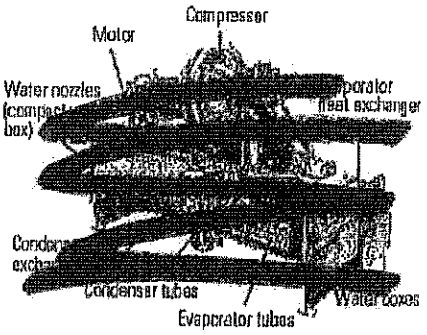
Compresser
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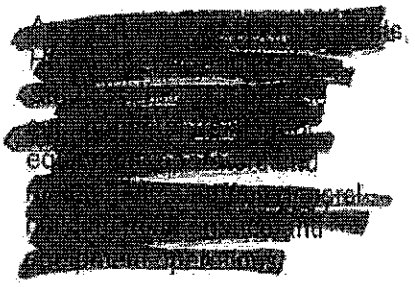
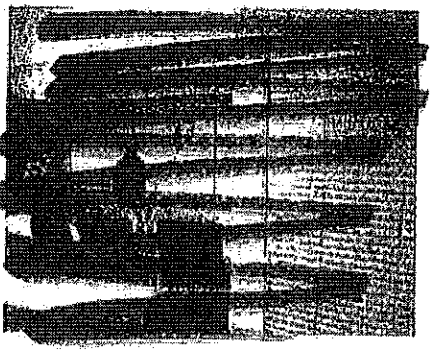
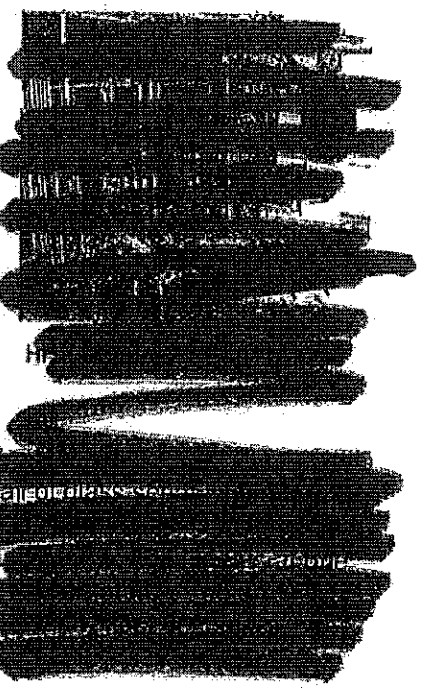
box)
poralor
heat exchanger
Condenser tubes
Evaporator tubes
Water boxes







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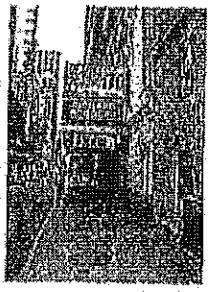
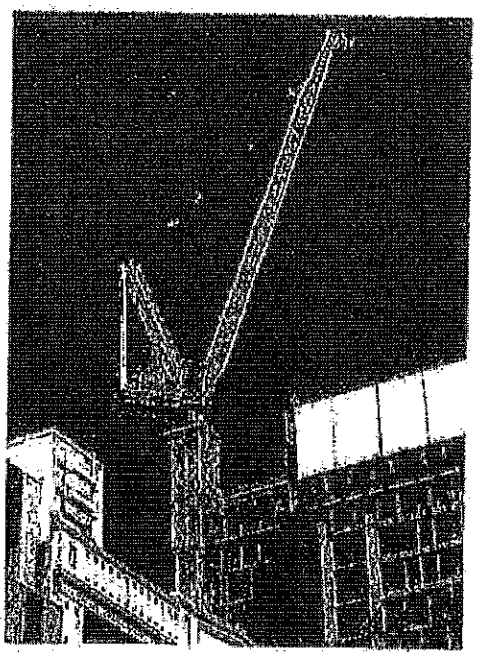
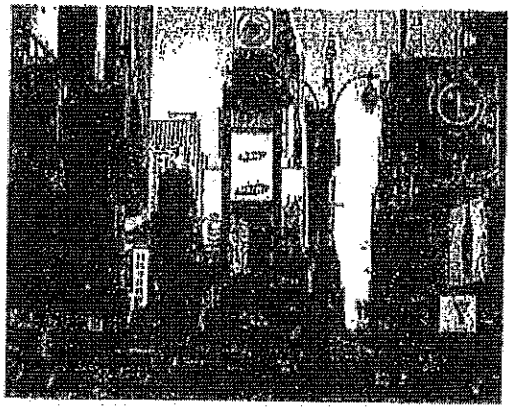
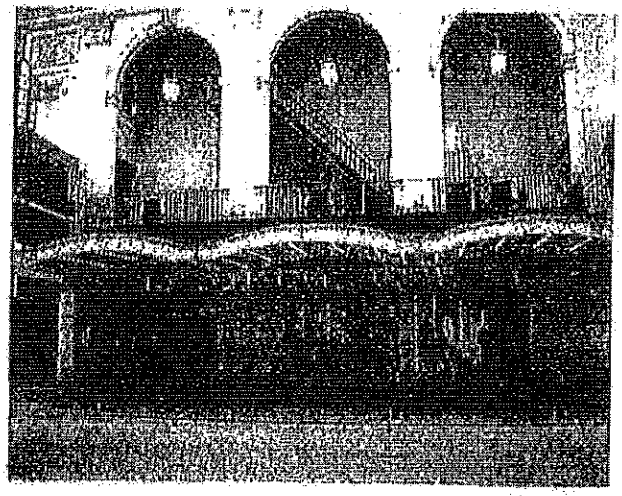








[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: Hi Tech Air Conditioning Service Inc.

Address: 60 Otis Street

City, State and Zip Code: West Babylon NY 11704

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ✓Closely Held Corp ___Other (specify)

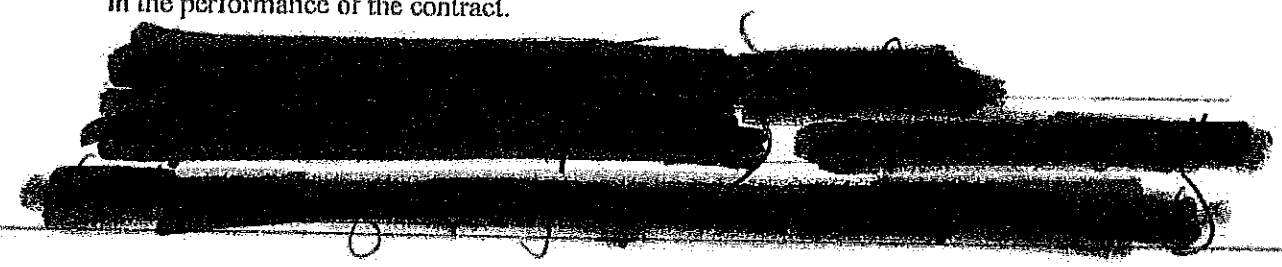
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets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

[redacted]

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.

[redacted]

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.



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.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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.

Dated: 3/28/16

Signed: [redacted]

Print Name:

Title:

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.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOSEPH SIANO, PRESIDENT 3/22/14
Name and Title of Authorized Representative m/d/yy

[redacted]
Signature

3/22/14
Date

HI TECH AIR CONDITIONING SERVICE INC.
Name of Organization

100 BAYS STREET, W. BABYLON NY 11704
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Hi Tech Air Conditioning Services, Inc., 60 Otis Street, West Babylon, New York 11704, (the "firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number B90402-03H between the County and the Firm, executed on behalf of the County on December 8, 2015, (the "Original Agreement"), the Firm performed on call HVAC projects that is required for various County owned facilities, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Three Million Dollars ($3,000,000) with expenditures expected to be limited to One Million Five Hundred Thousand Dollars ($1,500,000) per year (the "Maximum Amount"); and

WHEREAS, due to the unanticipated work such as but not limited to the rehabilitation of the Nassau County Board of Elections voting machine storage area and the Cradle of Aviation failure of the building's management system associated with climate control, the anticipated One Million Five Hundred Thousand Dollar ($1,500,000) per year expenditure must be exceeded;

WHEREAS, the County desires to increase the maximum amount for Services under the Original Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The maximum Amount in the Original Agreement shall be increased by Two Million Dollars ($2,000,000), payable for expenses incurred in either year of the contract so that the total maximum amount the County shall pay to the Firm shall not exceed Five Million Dollars, ($5,000,000) (the "Amended Maximum Amount"),

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Hi Tech Air Conditioning Services, Inc..

By:

Name: JOSEPH SIANO

Title: PRESIDENT

Date: 3/24/2016

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 24 day of March in the year 2016 before me personally came [redacted] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the [redacted] of [redacted] corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[redacted]
NOTARY PUBLIC

[redacted]

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2015

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 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).

PR[redacted]

CONTACT NAME: [redacted]
PHONE (A/C, No): [redacted] FAX (A/C): [redacted]
E-MAIL ADDRESS: [redacted]m

INSURED
Hi-Tech Air Conditioning Service, Inc.
60 Otis Street

West Babylon NY 11704-1406

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: [redacted]
INSURER B: [redacted]
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 2015-10-28 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			[redacted]	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ [redacted] $ $ $ $ $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[redacted]	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ [redacted] $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ [redacted] $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Department of Public Works is an Additional Insured under the General Liability policy when
required by written contract.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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
W Cotgreave/LAURAS

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NYSIF **New York State Insurance Fund**

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

[redacted]	[redacted]	PERIOD COVERED BY THIS CERTIFICATE 04/01/2016 TO 04/01/2017	DATE 3/23/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2017, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2017 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sharmin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790

U-26.3 [redacted]

NYSIF **New York State Insurance Fund**

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

[redacted]	[redacted]	PERIOD COVERED BY THIS CERTIFICATE	DATE
		04/01/2012 TO 04/01/2016	1/22/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

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NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790

[redacted]

U-26.3

0/CD64945-21/12

B-20-16

RESOLUTION NO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND HI TECH AIR CONDITIONING SERVICES, INC.

WHEREAS, pursuant to County contract number B90402-03H between the County and

HI TECH AIR CONDITIONING SERVICES, INC.("Contractor"), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Contract so that the total Maximum Amount the County shall pay the Contractor shall not exceed five million dollars;

WHEREAS the funding for this Contract amendment is from general and capital funds approved by the Nassau County Legislatures; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature based upon the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract amendment with the vendor.

B·50·15

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOSEPH SIANO, PRESIDENT 3/23/14
Name and Title of Authorized Representative m/d/yy

Signature 3/23/14 Date

HI TECH AIR CONDITIONING SERVICE INC.
Name of Organization

60 OTIS STREET, W. BABYLON NY 11704
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Hi Tech Air Conditioning Services, Inc., 60 Otis Street, West Babylon, New York 11704, (the "firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number B90402-03G between the County and the Firm, executed on behalf of the County on December 8, 2015, (the "Original Agreement"), the Firm performed oncall HVAC projects that is required for various County owned facilities, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Three Million Dollars ($3,000,000) with expenditures expected to be limited to One Million Five Hundred Thousand Dollars ($1,500,000) per year (the "Maximum Amount"); and

WHEREAS, due to the unanticipated work such as but not limited to the rehabilitation of the Nassau County Board of Elections voting machine storage area and the Cradle of Aviation failure of the building's management system associated with climate control, the anticipated One Million Five Hundred Thousand Dollar ($1,500,000) per year expenditure must be exceeded;

WHEREAS, the County desires to increase the maximum amount for Services under the Original Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The maximum Amount in the Original Agreement shall be increased by Two Million Dollars ($2,000,000), payable for expenses incurred in either year of the contract so that the total maximum amount the County shall pay to the Firm shall not exceed Five Million Dollars, ($5,000,000) (the "Amended Maximum Amount"),

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Hi Tech Air Conditioning Services, Inc..

By: _____
Name: JOSEPH SIANO
Title: PRESIDENT
Date: 3/24/2016

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
Suffolk)ss.:
COUNTY OF ~~NASSAU~~)

On the 24 day of March in the year 2016 before me personally came Joseph Siano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of HiTech Air Conditioning the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SILVIA M ADAIR
Notary Public, State of N[illegible]
No. 01AD6098957
Qualified in Suffolk County
Commission Expires September 22, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SILVIA M...
Notary Public, State ...
No. 01AD6...
Qualified in Suffolk C...
Commission Expires September 23, 20...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2015

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 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
Cotgreave Insurance Agency, Inc.
558 Portion Rd.
Ronkonkoma NY 11779

CONTACT NAME: Laura Scherer
PHONE (A/C, No, Ext): (631) 981-5400 FAX (A/C, No): (631) 981-5448
E-MAIL ADDRESS: lscherer@get-insured.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Harleysville Ins Co Of New York	10674
INSURER B: Harleysville Worcester Insurance	26182
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hi-Tech Air Conditioning Service, Inc.
60 Otis Street
West Babylon NY 11704-1406

COVERAGES CERTIFICATE NUMBER: 2015-10-28 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:			MPA000000067750U	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA000000067749U	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CMB00000085311R	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Department of Public Works is an Additional Insured under the General Liability policy when
required by written contract.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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
W Cotgreave/LAURAS

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NYSIF New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G1263 653-6	319890	04/01/2016 TO 04/01/2017	3/23/2016

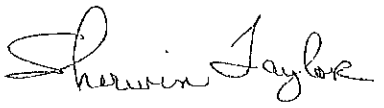
THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2017, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2017 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 314165107

U-26.3

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G 1263 653-6	68862	04/01/2012 TO 04/01/2016	1/22/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 849963698

U-26.3

0/CD64945-21/12

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Kenneth G. Arnold, Assistant to Commissioner

DATE: March 31, 2016

SUBJECT: Requirements Contract No. B90402 03H
Encumbrance No. CHPW15000009

The HVAC Requirements Contract, B90402 03H, was bid on August 26, 2014, with the stipulation that it be for a period of two (2) years with a cap of $1.5 million per year, and the low bidder was Hi-Tech Air Conditioning, Inc.

The Department of Public Works issued Notice to Proceed to Hi-Tech Air Conditioning, Inc. on December 8, 2015. To date we are in the process of encumbering funding for Work Orders totaling $3,665,145.35 (see attached list).

For the Department of Public Works to continue to react to Emergency and other urgent HVAC work, we are requesting approval to amend this contract to extend the cap another Two Million Dollars ($2,000,000.00) payable for expenses incurred in either year of the contract so that the maximum cap of the unextended contract shall be Five Million Dollars ($5,000,000.00).

If you approve of this request, please sign below and return this memorandum in order that we may implement the appropriate DPW procedures to advance this construction work order.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:las
Attachment
c: Kenneth G. Arnold, Assistant to Commissioner
Michael Puleo, Project Manager

APPROVED:

3/31/2016

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 23, 2016

SUBJECT: Building Construction Requirements Contract
Contract No. B90402 03H
HVAC Construction Contract
Work Order No. 8
Cradle of Aviation, BMS
Funding: 90402, Line 8
Encumbrance No. CHPW150000009

In accordance with County Executive Directive 3-02, "Contracts", the Department of Public Works has reviewed the governmental necessity to issue a work order to our HVAC Construction Requirements Contractor, Hi Tech Air Conditioning Service, Inc. for the replacement of HVAC DDC control system at the Cradle of Aviation in Garden City.

The existing Direct Digital Control System has failed rendering HVAC control at the Cradle of Aviation useless. It is more cost effective to replace the system in its entirety than attempt to repair it. Hi Tech has submitted an estimated cost proposal of $225,900.00 for the removal and replacement of the DDC System with a new Carrier System. Funding for this work will come from Capital Project 90402, "Various County Facilities HVAC Construction".

If you approve of this request, please sign below and return this memorandum to the Department in order that we may implement the appropriate DPW procedures to advance this construction work order.

Shila Shah-Gavnoudias
Commissioner

SSG:RPM:dmp
Attachment
c: Richard P. Millet, Chief Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II, w/proposal and advisement
Matt Duffy, Inspector, Comptroller's Office, w/copy of proposal
Michael Puleo, Building Construction Estimator II, w/copy of proposal and advisement

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

K:\Support Staff\Author\Puleo, Michael\Work Order 8 Walker Memo.doc

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
(631) 491-5210 • Fax (631) 491-5307

March 16, 2016

Mr. Mike Puleo
Nassau County DPW
1194 Prospect Avenue
Westbury, NY

Re: Cradle of Aviation
Quote #: 160305A

Dear Mr. Puleo:

Pursuant to our walk through on July 15, 2015, Hi Tech Air Conditioning Service, Inc. is pleased to offer you the following estimate to upgrade the existing defective DDC control system at the Cradle of Aviation.

Install a new Carrier i-Vu DDC control system

1. Demolish and remove all antiquated TEC controls.
2. Replace all components with new Carrier i-Vu open controls.
3. Complete all needed control wires.
4. Complete all programming and graphics.
5. Test operation of system.
6. Advise customer on proper operation.
7. Replace defective pneumatic chilled water control valve with new electronic valve and actuator.

To perform the above work, Hi Tech Air Conditioning Service, Inc. estimates $225,900.

Labor (850 man-hours x $150 per hour)	$127,500.00
Material	$ 96,500.00
Control valve and actuator	$ 1,900.00
Total Estimate:	$225,900.00

Re: Cradle of Aviation
Quote #: 160305A

Exclusions:

- Overtime
- Electrical
- Control valves and motors (other than listed above)
- Sensors
- Dampers

If there are any questions, please feel free to call.

Sincerely,

Joseph Siano
President

CC: Adrian Cavanagh

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 28, 2016

SUBJECT: Building Construction Requirements Contract
Contract No. B90402 03H
HVAC Construction Contract
Work Order No. 10
Board of Elections, Voting Machine HVAC
Funding: 98343, Line 10
Encumbrance No. CHPW150000009

In accordance with County Executive Directive 3-02, "Contracts", the Department of Public Works has reviewed the governmental necessity to issue a work order to our HVAC Construction Requirements Contractor, Hi Tech Air Conditioning Service, Inc. for the HVAC upgrade required for the new Voting Machines at Board of Elections.

The new computerized voting machines require an extensive HVAC upgrade, including AC units, humidifier, air and water purification units, interior and exterior ductwork. Hi Tech has submitted an estimated cost proposal of $885,647.85 for the Voting machine storage area HVAC upgrade at the Board of Elections, 400 County Seat Drive in Mineola. Funding for this work will come from Capital Project 98343, "Board of Elections Voting Machine Upgrades".

If you approve of this request, please sign below and return this memorandum to the Department in order that we may implement the appropriate DPW procedures to advance this construction work order.

Shila Shah-Gavnoudias
Commissioner

SSG:RPM:dmp
Attachment
c: Richard P. Millet, Chief Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II, w/proposal and advisement
Matt Duffy, Inspector, Comptroller's Office, w/copy of proposal
Michael Puleo, Building Construction Estimator II, w/copy of proposal and advisement

APPROVED:

3/31/2016

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

K:\Support Staff\Author\Puleo, Michael\Work Order 10 Walker Memo 2.doc

Hi Tech Air Conditioning Service, Inc.
60 Otis Street ◦ West Babylon, NY 11704
(631) 491-5210 ◦ Fax (631) 491-5307

March 23, 2016

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY

Re: Board of Elections – HVAC Upgrades for Voting Machines
Quote # AR-16-05B

Hi Tech Air Conditioning Service, Inc. is pleased to provide you with the following proposal to install new HVAC equipment and associated ductwork as per drawings M-1, M-2, M-3, M-4, M-5, M-6, and S-1 dated 04/15/2015. The following is a breakdown of the work that will be provided under this agreement.

1. Provide labor to install (4) high efficiency gas fired packaged rooftop units as per schedule on drawing M-6. **Please note**: Units are to be supplied by Nassau County.
2. Provide labor to install (1) humidifier tagged HUM-1 and (3) dispersion units tagged DSU-1, DSU-2, and DSU-3 as per schedule on drawing M-6. **Please note**: Units are to be supplied by Nassau County.
3. Provide labor and materials to install (1) water filtration unit tagged FILT-1. Filtration unit will be provided with pre-filter and (2) extra cartridge as per schedule on drawing M-6.
4. Provide labor to install (2) energy recovery units tagged ERV-1 and ERV-2 as per schedule on drawing M-6. **Please note**: Units are to be supplied by Nassau County.
5. Provide labor and materials to install (6) first alert combination gas/carbon monoxide detectors tagged COG 1 - COG 6 as per schedule on drawing M-6. Electrical box and service by others.
6. Provide labor and materials to install (3) 18" Durafan tagged F-1, F-2, and F-3 as per schedule on drawing M-6.
7. Provide labor and materials to install (6) air purifiers shown on drawings provided. Electrical service for air purifiers shall be provided by others.
8. Provide labor and materials to install all new supply air, return air, and exhaust air ductwork shown on drawings provided. All new supply air and return air ductwork inside of building will be internally insulated with 1/2" acoustical duct liner.
9. Provide labor and materials to install insulation on exterior ductwork. All exterior ductwork will be weatherproof with Venture Clad.
10. Provide labor and materials to install new gas piping to new rooftop units, energy recovery units, and humidifier as per drawings provided.
11. Provide labor and materials to install new steam piping serving humidifier and water piping serving water filtration system.
12. Provide labor and materials to install fire dampers as shown on drawings.
13. Provide labor and materials to cut all new penetrations for ductwork and piping through concrete on 1st floor, 2nd, floor, and roof. All concrete cutting work will be performed on overtime.
14. Provide labor and materials to weatherproof all new curbs and exhaust flue pipe on roof.
15. Provide labor and materials to replace existing louver on penthouse as per note on drawing M-1.
16. Provide labor and materials to install new control dampers as shown on drawings provided.

17. Provide labor and materials to refurbish (2) existing unit heaters as per notes on drawing M-6.
18. Provide labor and materials to refurbish (9) existing exhaust fans as per notes on drawing M-6.
19. Provide labor and materials to install new control system as per sequence of operation shown on drawings provided.
20. Provide labor and materials to install new supply air diffusers as shown on drawings provided.
21. Provide labor and materials to demo concrete floor in basement to install new floor drain as shown on drawing M-5. Concrete floor will be restored after floor drain is installed.
22. Provide start up service for new equipment.

For the services listed above, Hi Tech Air Conditioning Service, Inc. estimates:

-	(6) Air Purifiers	$ 7,085.00 x 21% mark up	$ 8,572.85
-	(6) Gas/Carbon Monoxide Detectors	$ 700.00 x 21% mark up	$ 847.00
-	Water Filtration System W/Filters	$ 4,500.00 x 21% mark up	$ 5,445.00
-	Rigging	$ 12,000.00 x 21% mark up	$ 14,520.00
-	Diffusers	$ 8,000.00 x 21% mark up	$ 9,680.00
-	Sheet Metal Ductwork	$ 152,150.00 x 21% mark up	$ 184,101.50
-	Plumbing	$ 135,750.00 x 21% mark up	$ 164,257.50
-	General Construction	$ 113,000.00 x 21% mark up	$ 136,730.00
-	Insulation	$ 53,500.00 x 21% mark up	$ 64,735.00
-	Exhaust Fans Refurbishment Materials	$ 55,800.00 x 21% mark up	$ 67,518.00
-	Control Materials	$ 8,000.00 x 21% mark up	$ 9,680.00
-	(3) Wall Mount Fans	$ 600.00 x 21% mark up	$ 726.00
-	Fire Dampers	$ 5,000.00 x 21% mark up	$ 6,050.00
-	Miscellaneous	$ 8,500.00 x 21% mark up	$ 10,285.00
-	Labor Sheet Metal	700 man-hours x $150.00/hr	$ 105,000.00
-	Labor HVAC	650 man-hours x $150.00/hr	$ 97,500.00
-	Total estimate:		$ 885,647.85

Please Note: We only Included a budget for the water filtration system as per engineer request.

Please Note that we will not be responsible for any damages to any existing voting machines. We will protect voting machines with plastic for dust protection only during installation of new HVAC work. If voting machines will have to be moved to different locations in order to complete HVAC work, then relocation of voting machines shall be provided by Nassau County personnel.

Exclusions:

All Sales and Capital Tax	Patching and Painting	Overtime
All Permit and Filing Fees	Electrical Service	

Please do not hesitate to call if you have any further questions.

Sincerely,

Anil Ragunath

Anil Ragunath

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Main Fax (631) 491-5307 • Sales Fax (631) 253-0045

FAML6050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT SUMMARY INQUIRY

04/05/2016
12:13 PM

FISCAL MO/YEAR : 04 2016 APR 2016 DOCUMENT PREFIX:

S	DOCUMENT	INDEX	SUBOBJ	VENDOR NAME	PAY/RCPT	BALANCE
	CHPW15000009	01 PWCAPCAP	00004	HI TECH AIR CO	0	500,000
	CHPW15000009	02 PWCAPCAP	00004	HI TECH AIR CO	0	6,312
	CHPW15000009	03 PWCAPCAP	00004	HI TECH AIR CO	0	155,895
	CHPW15000009	04 PWCAPCAP	00004	HI TECH AIR CO	0	39,500
	CHPW15000009	05 PWCAPCAP	00004	HI TECH AIR CO	0	119,915
	CHPW15000009	06 PWCAPCAP	00004	HI TECH AIR CO	0	39,600
	CHPW15000009	07 PWCAPCAP	00004	HI TECH AIR CO	0	743,540
	CHPW15000009	09 PWCAPCAP	00004	HI TECH AIR CO	0	649,375
	CHPW15000010	01 PWCAPCAP	00004	SEAFORD AVENUE	0	100,000
	CHPW15000010	03 PWCAPCAP	00004	SEAFORD AVENUE	49,932	37,622
	CHPW15000010	04 PWCAPCAP	00004	SEAFORD AVENUE	58,203	62,517
	CHPW15000011	01 PWCAPCAP	00004	THOMAS NOVELLI	1,342,356	185,423
	CHPW15000013	01 PWCAPCAP	00004	WOODSTOCK CONS	959,954	2,854,049
	CHPW15000014	01 PWCAPCAP	00004	GEMSTAR CONSTR	0	1,088,700
	CHPW15000015	01 PWCAPCAP	00004	VALENTE CONTRA	0	969,705

2,854,049 - 743,540 = 2,110,509

F1-HELP F2-SELECT F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

Annual cap of $1.5M

BIT-15
B18-15

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK

BUILDING CONSTRUCTION REQUIREMENTS CONTRACTS HVAC, ELECTRICAL & PLUMBING CONSTRUCTION VARIOUS LOCATIONS NASSAU COUNTY, NEW YORK

CONTRACT NOs.
~~B90401-02E~~
B90402-03H
B90403-02P

Edward P.Mangano
County Executive

Contract Nos.

~~B90401-02E~~
B90402-03H
B90403-02P

INDEX

Description	Page No.
Notice to Bidders	3
Instructions to Bidders	5
Bid Bond Form	19
Proposal	33
Notice of Award	61
Agreement	65
Schedule of Wage Rates	87
Signatures	207
Insurance Certificates	219
Form of Performance Bonds	221
Technical Specifications	247
Basis of Payment	253

NO TEXT ON THIS PAGE

Nassau County
New York

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **August 26, 2014** until 10:30 AM, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUILDING CONSTRUCTION REQUIREMENTS CONTRACTS
HVAC, ELECTRICAL AND PLUMBING CONSTRUCTION
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

The work will be performed under the following contracts and Bidders must submit separate proposals for such contract or contracts as the bidder selects.

CONTRACT NOS.: **B90401-02E - ELECTRICAL CONSTRUCTION**
B90402-03H – HVAC CONSTRUCTION
B90403-02P – PLUMBING CONSTRUCTION

Each Contractor will be "on-call" to the County for various Electrical, HVAC, or Plumbing projects and in response to emergency repairs at various County facilities and buildings.

This Contract will be subject to Nassau County Local Law No. 9-2002, which requires that firms entering into contracts must participate in registered and approved apprenticeship training programs. At the time of bid submission, the Contractor and its proposed Subcontractors shall submit as part of its bid an affidavit of participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed under the Agreement. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on August 8, 2014 until 3:45 PM on August 22, 2014 (closed from 12:00 Noon to 1:00 P.M.).** Copies of the Contract Documents will be available at the time and place indicated.

A non-refundable fee of **$150.00** by check or money order, payable to the Nassau County Treasurer, will be required for each set of Contract Documents requested. Prospective bidders requesting Contract Documents by mail must remit an additional, non-refundable, fee of $30.00 per set to cover handling and first class mailing.

In order to ensure that you are submitting bids based on the plans and specifications provided by the Department, please be advised that the Department will only accept bids from bidders who are on the "List of Bidders" who purchased the plans and specifications from the Department.

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD."

Dated at Mineola, LI
August 6, 2014

By Order of Edward P. Mangano, County Executive
By William J. Muller III, Clerk of the Legislature

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INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered

at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the

nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the office of Contracts and Permits of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and shall be presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then "attached to the OUTSIDE of the envelope containing the BID."

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

William J. Muller III
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Shila Shah-Gavnoudias, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

H. BID SECURITY

1. The proposal must be accompanied either by a certified check of a Bank or Trust Company with its principal place of business in New York State in an amount equal to not less than 10% of the amount bid, made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in an amount of not less than 10% of the amount bid. SUCH BID BOND SHALL BE IN FORM PROVIDED HEREIN. The American

Institute of Architects or similar substitute forms will NOT be accepted (see Form of Bid Bond immediately following the Instruction to Bidders). **The BID BOND must be affixed to the OUTSIDE of the envelope containing the BID as indicated earlier in the INSTRUCTIONS TO BIDDERS.** FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.

2. If after opening the BID, the Bid Security is found to be less than the required 10%, the BID will at that point be determined to be non-responsive and the BID will be rejected.

3. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

i. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest

bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation

Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
$0 - $5000	$0
$5001 - $50,000	$160
$50,001 - $100,000	$266
Over $100,000	$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign

country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a

2. GENERAL MUNICIPAL LAW, Section 103-d

3. LABOR LAW, Article 8 and Article 10

4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3

5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these instructions.

7. With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

8. Each and every provision of any law, rule or regulation

required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

9. SUBCONTRACTOR LISTS - Except for projects to which a project labor agreement applies, (Labor Law Section 222). In accordance with GML § 101(5), each Bidder on a public work contract, valued under One Million Five Hundred Thousand ($1,500,000) Dollars, shall submit with its bid a separate sealed list that names each subcontractor that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

R. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

S. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot

be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

c. Not have an unsatisfactory record of performance.

d. Not have an unsatisfactory record of integrity and business ethics.

e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

T. CONTRACTS WITH FEDERAL AID

1. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

2. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections

22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

3. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

U. BIDS RECEIVED IN EXCESS OF THE ESTIMATED COST OF WORK

The County reserves the right to reject any bid if the unit price proposed for any item exceeds the estimated cost by more than fifteen (15%) per cent, or if any lump sum item bid exceeds the estimated cost by more than twenty-five (25%) per cent.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission, addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Hi-Tech Air Conditioning Service, Inc.

as Principal; and The Ohio Casualty Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two Hundred Thousand and 00/100 dollars ($ 200,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 21st day of August, 2014

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. B90402-03H for the Building Construction - Requirements Contract - HVAC

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination ofthe Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Hi-Tech Air Conditioning Service, Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor
JOSEPH SIANO, PRESIDENT Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

The Ohio Casualty Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Robert Kempner, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Witness

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:
COUNTY OF Suffolk)

On this 3rd day of September, 2014, before me personally came Joseph Stano, to me known, who, being by me duly sworn, did depose and say for himself, that he resides in West Islip, NY that he is the President of the Hitachi Air Conditioning Service Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public
SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2015

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 21st day of August , 20 14 , before me personally came Robert Kempner to me Known, who being by me duly sworn, did depose and say that he resides in Seaford, NY

that he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Lynn Ann Infanti further said that he is acquainted with Robert Kempner and knows him to be the Attorney-In-Fact of said company; that the signature of the said Robert Kempner subscribed to the within instrument is in the genuine handwriting of the said Robert Kempner and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Lynn Ann Infanti .

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 23, 2018

Notary Public

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004881
Qualified In Suffolk County
Commission Expires March 23, [illegible]

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8451407

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

all of the city of Plainview, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2014.

By: _____
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Currency rate, interest rate o equal value guarantees.

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2013

Assets

Cash and Bank Deposits	$46,964,847
*Bonds — U.S Government	540,744,808
*Other Bonds	3,007,256,906
*Stocks	483,417,169
Real Estate	26,823,784
Agents' Balances or Uncollected Premiums	763,252,695
Accrued Interest and Rents	33,017,928
Other Admitted Assets	738,119,911
Total Admitted Assets	**$5,639,598,048**

Liabilities

Unearned Premiums		$950,468,970
Reserve for Claims and Claims Expense		2,768,804,762
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		196,198
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		536,009,637
Total		**$4,255,479,567**
Special Surplus Funds	$ 8,909,896	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	632,524,688	
Surplus to Policyholders		1,384,118,481
Total Liabilities and Surplus		**$5,639,598,048**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2013.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE OHIO CASUALTY INSURANCE COMPANY

Of Keene, New Hampshire

a corporation organized under the laws of the State of New Hampshire and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,384,118,481 (Capital $4,500,000) as is shown by its sworn financial statement for the end of the year as of December 31, 2013, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 4th day of March, 2014

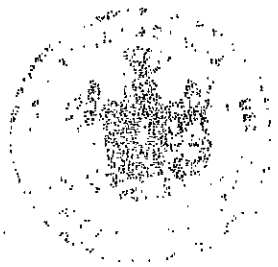
Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov

NYS INS 11FLOOR Fax:4745022 Mar 4 2014 13:35 P.02



TO BE ATTACHED AND FORM A PART OF BOND NO. _____

STATE OF NEW YORK

COUNTY OF NASSAU

The undersigned, Robert Kempner duly sworn, deposes and says: That she/he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company Surety on the attached bond, and that a Certificate of the Solvency of the Surety, as provided for in Section 327 and Section 1111 of the Insurance Law of the State of New York was issued by the Superintendent of Insurance of the State of New York and has not been revoked.

Subscribed to and sworn before me this 21st day of August 2014

The Ohio Casualty Insurance Company
(Surety)

BY: _____
Robert Kempner, Attorney-In-Fact

_____
(Notary)

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 23, 2018

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6006461
Qualified in Suffolk County
Commission Expires March 23, _____

PROPOSAL
To the County of Nassau

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUILDING CONSTRUCTION REQUIREMENTS CONTRACTS
HVAC, ELECTRICAL AND PLUMBING CONSTRUCTION
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK
Contract Nos. B90401-02E - ELECTRICAL CONSTRUCTION
B90402-03H – HVAC CONSTRUCTION
B90403-02P – PLUMBING CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Hi Tech Air Conditioning Service Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 60 Otis Street, West Babylon NY 11704

Telephone: 631-491-5210 Date: 8/20/14

FAX: 631-491-5307 E-Mail: [redacted]

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
_____	_____
_____	_____

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Joseph Siano

President's Domicile: [redacted]

Name of Vice Pres: Ronald D'Aversa

Vice Pres's Domicile: [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

Sheet Metal Workers' Local 28
JOINT APPRENTICESHIP COMMITTEE
139-20 Jamaica Ave., Jamaica, NY 11435

EXCELLENCE
THROUGH
TRAINING

Tech Mechanical, Inc
60 Otis Street
West Babylon, NY 11704

To Whom It May Concern:

This letter serves as verification that Tech Mechanical, Inc. is a signed contractor with Sheet Metal Workers' Local 28 and is enrolled in an apprentice program that is registered with the New York State Department of Labor.

Sheet Metal Workers' Local 28 assigns all apprentices they employ.

If you have any questions or wish to discuss further, please do not hesitate to call.

Yours Truly,
Robin Delk
Robin Delk
JATC Administrator

RD/ee

PROPOSAL

CONTRACT NO. B90401-02E

For all work in accordance with the contract documents:

1. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of _____(percentage amount in numbers)

   Percentage figure must be written in words:

   _____

II. Material Direct Cost Expense plus an Overhead and Profit percentage of _____(percentage amount in numbers)

   Percentage figure must be written in words:

   _____

BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

NO TEXT ON THIS PAGE

PROPOSAL

CONTRACT NO. B90402-03H

For all work in accordance with the contract documents:

1. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of 21% (percentage amount in numbers)

   Percentage figure must be written in words:

   Twenty - one Percent

II. Material Direct Cost Expense plus an Overhead and Profit percentage of 21% (percentage amount in numbers)

   Percentage figure must be written in words:

   Twenty - one Percent

BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

NO TEXT ON THIS PAGE

PROPOSAL

CONTRACT NO. B90403-02P

For all work in accordance with the contract documents:

1. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of _____(percentage amount in numbers)

   Percentage figure must be written in words:

   _____

II. Material Direct Cost Expense plus an Overhead and Profit percentage of _____(percentage amount in numbers)

   Percentage figure must be written in words:

   _____

BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

NO TEXT ON THIS PAGE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Hi Tech Air Conditioning Service Inc.
   Address: 100 Otis Street,
   City and State: West Babylon NY Zip Code 11704
2. Firm's Vendor Identification Number: [redacted]
3. Type of Business:
   _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
   _____ Ltd Liability Company ✓ Closely Held Corp. _____ Other (specify)
4. List names and address 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 sheet (s) if necessary)

   Joseph Siano - [redacted]
   Ronald D'Aversa - [redacted]

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   Joseph Siano - [redacted]
   Ronald D'Aversa - [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   [redacted]

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: 8/20/14

Signed: [redacted]

Print Name: Joseph Siano

Title: President

PROPOSAL: For all work in accordance with the drawings and specifications:

Hi Tech Air Conditioning Service, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: [redacted] Date: 8/20/2014

(Print) Joseph A SIANO Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [redacted] Secretary

(CORPORATE)
(SEAL)

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 29

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 29 years

   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	HVAC	50%	[redacted]
[redacted]	HVAC	80%	[redacted]
[redacted]	HVAC	90%	[redacted]

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	HVAC	80%	[redacted]
[redacted]	HVAC	100%	[redacted]

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

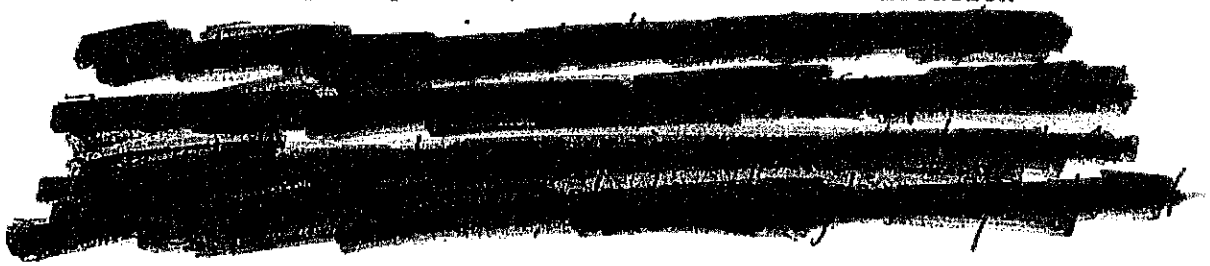
11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Joseph Siano	President	39	HVAC	All
Ronald D'Aversa	Vice President	39	HVAC	All

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location



(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

None

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

Inspection done on a case by case basis

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Layout performed on a case by case basis

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Principals

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
G/L	See attached sample certificates for Limits, Term and Company		
Auto/Liability			
Umbrella			
Workers Comp			
Disability			

NO TEXT ON THIS PAGE

Client#: 636235 HITECAIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2013

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 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 [redacted]

CONTACT NAME:
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: [redacted]	[redacted]
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HI-Tech Air Conditioning Service Inc.
60 Otis St
West Babylon, NY 11704-406

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MPA59858H	11/01/2013	11/01/2014	EACH OCCURRENCE	[redacted]
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
								$
B	AUTOMOBILE LIABILITY			BA43659R	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ [redacted]
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CMB85311R	11/01/2013	11/01/2014	EACH OCCURRENCE	[redacted]
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ [redacted]
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nassau County Department of Public Works is an Additional Insured under the General Liability policy when required by written contract.

CERTIFICATE HOLDER

Nassau County Department of
Public Works
1194 Prospect Avenue
Westbury, NY 11590-0000

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

P. Saunders

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PXLZP

NYSIF **New York State Insurance Fund**

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	04/01/2008 TO 04/01/2015	4/30/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 400183973

U-26.3

0/CD57842-21/20

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) HI-TECH AIR CONDITIONING SERVICE INC 60 OTIS STREET WEST BABYLON, NY 11704-1406	1b. Business Telephone Number of Insured (631) 491-5210 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier NEW YORK STATE INSURANCE FUND 3b. Policy Number of entity listed in box "1a": [redacted] 3c. Policy effective period: 07/01/2014 to 07/01/2015

4. Policy covers:

a. [X] All of the employer's employees eligible under the New York Disability Benefits Law

b. [ ] Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 08/22/2014 By [signature] Joseph J. Magi
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Title **Director of Disability Benefits Insurance**

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

Certificate Number 281744

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Joseph A Sinno

President

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

Joseph Stano Being duly sworn, deposes and says: That he resides at [redacted], in the City of [redacted] Street, that he is the President of Hi Tech Air Conditioning Service Inc the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 20 day of August, 2014.

[redacted]
Notary

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NOTICE OF AWARD

NO TEXT ON THIS PAGE

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

May 13, 2015

Joseph Siano, President
Hi Tech Air Conditioning Service, Inc.
60 Otis Street
West Babylon, New York 11704

Dear Mr. Siano:

As a result of bids received on August 26, 2014 for work to be done under:

CONTRACT NO: B90402-03H
TITLED: Building Construction Requirements Contract – HVAC Construction, Various Locations, Nassau County

You are hereby notified that you are awarded the contract by the County of Nassau as the lowest responsible bidder as per Nassau County Resolution Number 77-2015, and the County Executive's subsequent approval of the contract. The rules committee of the Nassau County Legislature accepted the terms of this Requirements contract as two (2) years, and the estimated expenditures under this contract is $3,000,000.00 (three million dollars), at $1,500,000 (one million five hundred thousand dollars) per year with the extension of two (2) additional years pending approval of the Nassau County Legislature. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds**: You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, and two (2) copies of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2. **Signing and Execution of the Contract**: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Monday, May 18, 2015**. Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:KGA:dmp

c: Kenneth G. Arnold, Assistant to Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Brian J. Schneider, Assistant to Deputy Commissioner for Administration
Loretta Dionisio, Hydrogeologist II
Michael Puleo, Building Construction Estimator II

AGREEMENT
INDEX

ARTICLE		PAGE
1.	The Contract Contents	2
2.	Definitions	3
3.	Contractor's Responsibilities	5
4.	Compliance with Laws	5
5.	Inspection	6
6.	Protection of Work and of Persons and Property	6
7.	Boundaries	7
8.	Time of Start and Completion	7
9.	Progress Schedule	8
10.	Approval Requests	8
11.	Coordination with other Contractors	9
12.	Extension of Time	9
13.	Liquidated Damages	9
14.	Limitation and Consent	10
15.	Responsibility	11
16.	Contract Security	11
17.	Insurance Requirements	12
18.	Monies Retained Against Claims and Liens	13
19.	Maintenance/Guarantee	13
20.	County's Right	14
21.	Extra Work	14
22.	Disputed Work	16
23.	Omitted Work	17
24.	The Architect	17
25.	The Commissioner	18
26.	No Estoppel	18
27.	No Waiver of Rights	19
28.	Character and Competency	19
29.	Superintendent	19
30.	Payroll Reports	19
31.	Labor Laws	19
	NEW YORK STATE SCHEDULE OF PREVAILING WAGE RATES	22
	PREVENTION OF DELAY	23
32.	Prices	25
33.	Submission of Bid Breakdown	25
34.	Partial Payments	25
35.	Final Payment	26
36.	Acceptance of Final Payment	27
37.	County's Right and Notice	27
38.	Contractor's Duty	28
39.	Completion of Work	28
40.	Contractor's Warranties	28
41.	Claims for Damages	29
42.	Patented Devices, Material and Processes	29
43.	Hold Harmless	29
44.	No Claims Against Individuals	30
45.	Unlawful Provisions Deemed Stricken Out	30
46.	Legal Provisions Deemed Included	30
47.	Comptroller's Certificate	30
48.	Schedule of Requirements	31
49.	Conflicting Information	31
50.	All Legal Provisions Deemed Included; Separability; Supremacy; Compliance with Law	31

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUILDING CONSTRUCTION REQUIREMENTS CONTRACTS
HVAC, ELECTRICAL AND PLUMBING CONSTRUCTION
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

B90401-02E - ELECTRICAL CONSTRUCTION
B90402-03H – HVAC CONSTRUCTION
B90403-02P – PLUMBING CONSTRUCTION

THIS AGREEMENT,

made and executed this _____ day of _____, 20 _____, by and between the County of Nassau, hereinafter called the party of the first part, and

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

GENERAL

Article 1. The Contract Contents

1. Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

   a. The Notice to Bidders;

   b. The Instructions to Bidders;

   c. Form of Bid Bond;

   d. The Proposal;

   e. The Notice of Award;

f. The Agreement;

g. Form of Performance Bond;

h. Form of Labor and Material Payment Bond;

i. Conditions of the Contract;

j. The Specifications;

k. Drawings;

l. All addenda issued by the Commissioner or the duly authorized representatives prior to the receipt of bids;

m. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Article 2. Definitions

1. The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

"ADDENDUM" or "ADDENDA" - shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

"ARCHITECT" or "ARCHITECTS" - shall mean the Department's Architect acting for the Commissioner, or any other Architect duly designated by the Commissioner to act as such, with the powers and duties as defined in the Contract Documents for the Architect.

"BIDDER" - means the person, firm or corporation indicating his, or its, intention to and who does submit a formal bid for the work.

"COMMISSIONER" - shall mean the Commissioner of the Department of Public Works of the County of Nassau or the duly authorized representative.

"CONTRACT" or "CONTRACT DOCUMENTS" - shall mean each of the various parts of the Contract referred to in Article 1 hereof, both as a whole and severally.

"CONTRACT WORK" - shall mean everything expressly or implicitly required to be furnished and done by the Contractor or by any one or more of the parts of the Contract referred to in Article 1 hereof, except extra work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Architects shall determine which shall prevail.

"CONTRACTOR" - shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors personal

representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

"COUNTY" - shall mean the County of Nassau, represented by its County Executive, party of the first part.

"DEPARTMENT" - shall mean Nassau County Department of Public Works.

"ENGINEER" - The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

"EXTRA WORK" - shall mean work other than that required either expressly or implicitly by the Contract in its present form.

"FINAL ACCEPTANCE" - shall mean acceptance of the work by the County Executive or his designated representative as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"HE", "HIM", "HIMSELF" - The word "he" shall mean "he or she", the word "him" shall mean "him or her", the word "himself" shall mean "himself or herself", wherever appropriate throughout the Contract.

"INSPECTOR" - shall mean an authorized representative of the Department assigned to make any and all necessary inspections of the work performed and materials furnished by the Con-tractor.

"SERVICE OF NOTICES" - The Contractor hereby designates the business address specified in his bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Commissioner. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.

"SITE" - shall mean the area shown on the plot plan and noted thereon as: BOUNDARY OF "SITE".

"SPECIFICATIONS" - shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.

"SUBCONTRACTOR" - shall mean any person, firm or corporation, other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment, at the site.

"SURETY" - shall mean any person, firm or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.

"THE WORK" - shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

2. Whenever they refer to the work or its performance in the Contract, the words "DIRECTED", REQUIRED", "PERMITTED", "ORDERED", "DESIGNATED", "PRESCRIBED", and words of like import, - shall imply the direction, requirements, permission, order, designated or prescription of the Architects and "APPROVED", ACCEPTABLE", "SATISFACTORY", "IN THE JUDGEMENT OF", and words of like import, - shall mean approved by, or accept-able to, or satisfactory to, or in the judgement of, the Architects.

PERFORMANCE OF WORK

Article 3. Contractor's Responsibility

1. The Contractor shall do all the work and furnish at his own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the work. The Contractor shall be responsible for the entire work until completed and accepted by the County.

2. The said work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Architects.

3. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all provisions of the work under the Contract.

Article 4. Compliance with Laws

1. The Contractor shall not be required to file building plans with any governmental department or secure or pay for building permits. The Contractor shall comply with other local, State, County, and Federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder and must obtain, at his own expense, all other permits necessary for the prosecution of the work.

2. Wherever the provision of any section of the specification may conflict with any agreements or regulations of any kind in force

among the members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make all the necessary arrangements of his own to reconcile any such conflict of provisions without recourse to the Architects or Owner.

Article 5. Inspection

1. During the progress of the work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the County and of the Architects, every reasonable, safe and proper facility for inspecting the work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Architects, even though such work may have been previously approved and paid for.

2. The County shall have the right to reject materials and workmanship which are defective, or require correction. Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a clean and neat condition.

3. Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of extra work to be paid for in accordance with the provisions of the Article 21 hereof.

Article 6. Protection of Work and of Persons and Property

1. During performance and up to the date of final acceptance the Contractors for the separate Contracts herein-before listed in the Notice to Bidders shall each be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and in the event of such damage, loss or injury, each shall promptly replace or repair such work, whichever the Architects shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract, prior to final acceptance, shall be absolute and shall not be affected by the Architect's approval of or failure to prohibit means and methods of construction used by the Contractor.

2. During performance and up to the date of final acceptance each prime contractor must take all reasonable precautions to protect the persons and property of the County, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his subcontractor's operations under this contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The General Construction Contractor shall provide sufficient guards to adequately protect the construction site. The Contractor shall abide by the decision of the Commissioner of Public Works as to the adequacy and extent of protection necessary. Within three days after notice to him of the happening of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Architect. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor of the County.

Article 7. Boundaries

The Contractors shall confine their equipment, apparatus, the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Architects, and to the limits established on the Plot Plan and as otherwise required herein.

TIME PROVISIONS

Article 8. Time of Start and Completion

1. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

1. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

3. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim

against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

Article 9. Progress Schedule

1. To enable the work to be laid out and prosecuted in any orderly and expeditions manner, the Contractor, within 15 days after the execution of this Contract, unless otherwise directed by the Architects, shall submit to him a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Architects, until finally approved by them and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.

2. Within ten days after receiving notice of any change in the Contract or any extra work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Architects in writing of the effect, if any, of such change or extra work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed by the Architects, until approved by them and as so approved the revised schedule must be strictly adhered to by the Contractor.

3. If the Contractor shall fail to adhere to the approved progress schedule or to the schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the work in accordance with such schedule.

Article 10. Approval Requests

From time to time as the work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Architects a specific request in writing for each item of information or approval required by him. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Architects may take to act upon such submissions or re-submissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

Article 11. Coordination with other Contractors

During the progress of the work, other Contractors will be engaged in performing other work on this project. The Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Architects may direct. It is mutually agreed that the direction of the Architects of the order and sequence of work shall not in itself constitute a basis foe extension of time.

Article 12. Extension of Time

1. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Commissioner of Public Works. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Commissioner within ten (10) days after the start of the alleged delay. If the Commissioner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however the Commissioner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his sub-contractors or suppliers, the Commissioner may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

2. If the Commissioner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the County fiscal officers may be permitted to make payment to the Contractor for work performed beyond the completion date, the Commissioner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the monies which may become due hereunder.

3. In the event of delay for any cause, the Contractor's sole remedy shall only be the extension of time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

4. Time necessary for review by the County of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

Article 13. Liquidated Damages

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the County considerable monetary damage in the event the Contractor should fail to

complete the work within the time fixed for completion may have been extended. The sum of (*) dollars per day is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquated and adjusted damages of the County because of the said delay and the party of the second part agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.
(*-For amounts see Article 48)

SUBCONTRACTS AND ASSIGNMENTS

Article 14. Limitations and Consent

1. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to it or any part thereof, or his power to execute it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this agreement, unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to seventy percent (70%) of the total Contract price.

2. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

3. Before making any subcontract, the Contractor shall submit a written statement to the Commissioner of Public Works giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources, to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process the Contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement system.

4. If the Commissioner of Public Works finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph 3) he will notify the Contractor. The Contractor shall promptly, upon request, file with the Commissioner of Public Works a confirmed copy of the subcontract. The Commissioner of Public Works may revoke his approval of any subcontractor when, in his opinion, such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with this Contract.

Article 15. Responsibility

The approval of the Commissioner of Public Works of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts or defaults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the County.

SECURITY AND GUARANTY

Article 16. Contract Security

1. The Contractor shall furnish both a "Performance Bond" and a "Labor and Material Payment Bond" (copies of both Bond Forms are provided with the Contract Bid Documents, and must be used, no other forms are acceptable. Each Bond shall equal 100 percent (100%) of the Contract price. Such bonds are to be executed by a surety company, licensed to do business in the State of New York (bonds secured by collateral or securities must be pre-approved by the County Comptroller). The "Performance Bond" and "Labor and Material Payment Bond" shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

2. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.3. All Bonds shall remain in effect for the duration of the Contract which includes the "Maintenance/Guarantee Period".

4. If at any time the County shall have become dissatisfied with any surety or sureties, or if for any other reason such Bonds shall cease to be adequate security for the County, the Contractor shall, within five (5) work days, after notice from the County Comptroller so to do, substitute acceptable bonds in such form a sum and signed by such other sureties as may be satisfactory to the County Comptroller. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

5. The Contractor will supply proof that the amounts of the premiums claimed have been paid in full. If paid on a schedule, they can be reimbursed on a schedule basis. Reimbursement will be in accordance with "Submissions of Bid Breakdown".

Article 17. Insurance Requirements

1. General

a. At the execution of this Contract, the contractor, must furnish those insurance policies as described below. Insurance certificates will be acceptable at date of contractor's signing, but policies must follow as soon as possible. Insurers must be licensed to conduct business in the State of New York.

b. All insurance policies, except Builders All Risk Insurance, must remain in effect until "End of the Contract Guarantee/Warranty Period", and shall be canceled except on at least ten (10) days' written notice to the County.

c. Limits of coverage are described in the Schedule of Requirements (Article 48) of this agreement.

2. Contractor's Public Liability Insurance

Contractor's Public Liability Insurance, including completed operations, shall protect the Contractor and his subcontractor(s) from claims for bodily injury, including death, personal injury, and damage to property which may arise from operations under this Contract.

3. Worker's Compensation Insurance

Worker's Compensation Insurance must be in accordance with the laws of The State of New York. Failure to comply with this provision shall void this Contract.

4. Owner's Protective Public Liability Insurance

a. Owner's Protective Public Liability Insurance shall protect the County of Nassau, as named insured, and must hold harmless and defend the County of Nassau against claims arising from the operations the Contractor or his subcontractor(s).

b. This policy shall also protect, as additional insured, to the full limits of liability for each occurrence, such Municipalities, Municipal Subdivisions; and Fee Owners of properties as listed in the "Schedule of Requirements".

NOTE: The Contractor shall have the option, in lieu of providing a separate Owner's Protective Public Liability Insurance Policy, to add as additional insured the County of Nassau, Other Municipalities, Municipal Agencies, or Fee Owners of properties, to the Contractor's General Liability Policy, provided that the scheduled minimum limits of liability as referred to in the "Schedule of Requirement" is increased by the amount required for each additional insured.

5. Builder's All Risk Insurance

Contractor's Builder's All Risk Insurance, shall designate the County of Nassau as an additional insured, as interest may appear, and shall protect the project during the performance of the Contract. Builder's All Risk Insurance must remain in affect until "Final Acceptance", at which time the County's Builder's All Risk Policy will include this project.

Article 18. Monies Retained Against Claims and Liens

The County may withhold from the Contractor so much of any approved payments due him as may in the opinion of the Commissioner be necessary as security against (a) just claims of any persons supplying labor or materials for the work then due and unpaid, (b) loss due to defective work not remedied, or (c) loss due to injury to persons or damage to the work or property of other Contractors, subcontractors or others caused by the act or neglect of the Contractor or of any of his subcontractors. The County shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Commissioner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. If no action is commenced upon such claim within the time limited therefore by law, the County, upon written demand by the Contractor, shall return the amount so withheld, without interest.

Article 19. Maintenance/Guarantee

1. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Commissioner all his work for a period of one year from that date of final acceptance of the Contract, except where other periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the County, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

2. As security for faithful performance by the Contractor of his obligations hereunder, the County shall retain from the final payment the sum fixed in the Article as hereof. The sums shall be repaid to the Contractor without interest within thirty days after certification by the Commissioner that the Contractor has faithfully performed all his obligations hereunder.

3. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the Commissioner not later than ten (10) days subsequent to the expiration of the one-year period, the Commissioner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any shall be returned to the Contractor without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.

ADDITIONS, DEDUCTIONS AND CHANGES

Article 20. County's Right

1. The County reserves the right to make such additions, deductions or changes in this contract from time to time as it deems necessary and in manner not materially affecting the substance thereof, in order to carry

out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claim shall be made by the Contractor for any loss of anticipated profits thereby.

2. Any material to be furnished or work necessary to be done other than that specified in this Agreement shall be covered by supplemental written contract or order of the County Executive and no claim shall be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or order issued by the County Executive.

3. Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder and the Contractor, when ordered by Architects, shall make such adjustments and changes in said locations and work as may be necessary without additional cost to the County, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished to the Contractor by the County within a reasonable time before any work involving such adjustments and changes is begun. The Architects shall be sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

Article 21. Extra Work

A. The County reserves the right to order Extra Work, which order for Extra Work shall be valid only if issued in writing and signed by the County Executive, approved by the County Comptroller, and the Work so ordered must be performed by the Contractor.

B. The amount of compensation to be paid to the Contractor for any Extra Work as so ordered shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the Contract, or

2. If no such unit prices are so set forth, then by a lump sum or unit prices mutually agreed upon by the Commissioner and the Contractor, or

3. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses in the manner specified hereinafter:

4. The following subparagraphs (a) through (e) are applicable for calculating the fair value of the extra work performed as defined in the above paragraphs B.2 and B.3.

a. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by

Paragraph (b). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (b), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

b. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

Item 1 - Cost of materials delivered to the job Site for incorporation into the Contract Work.

Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

Item 3 - Premiums or taxes paid by the Contractor for workmen's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be Associated Equipment Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be prorated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to the County.

c. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following

paragraphs.

d. If the Work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this Paragraph and in Paragraph (e). No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

e. If the Work is done by a Subcontractor, Subcontractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the Subcontractor's profit. To this amount there may be added ten percent (10%) for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

C. The amount of compensation for Extra Work determined as prescribed in Paragraph B., shall be construed to include the total cost for Extra Work, both direct and indirect.

Article 22. Disputed Work

1. If the Contractor is of the opinion that any work required, necessitated or ordered violates the terms provisions of this Contract, he must promptly notify the Commissioner in writing of his contentions with respect thereto and request a final determination thereon. If the Commissioner determines that the work in question is contract work and not extra work and that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. In order, however, to reserve his right claim compensation for such work or damages resulting from such compliance, the Contractor shall, within five days after receiving notice of the Commissioner's determination and direction, notify the Commissioner n writing that the work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor

2. If the Contractor should fail or refuse to proceed with the performance of the work in question after having been directed to so, do, the Commissioner may declare the Contractor in default and notify the Contractor's surety company to have the disputed work commenced and completed under the terms of their performance bond; or, the Commissioner may without further notice have the disputed work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the work.

3. Before final acceptance by the County Executive, all matters of dispute shall be adjusted to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise,

shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been adjusted.

Article 23. Omitted Work

If any contract work in a lump sum contract or if the whole or any part of a lump sum item in a unit price contract, is omitted by the Commissioner in accordance with Article 32, the contract price shall be reduced by the fair and reasonable estimated cost to the County of such omitted work. If any contract work in a unit price contract is so omitted by the Commissioner, no payment will be made therefore.

POWERS OF THE COUNTY'S REPRESENTATIVES

Article 24. The Architect

1. The Architect, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall observe the performance of the work and shall have the power, subject to review by the Commissioner, to recommend:

   a. The amount, kind, quality, sequence, and location of the work to be paid for hereunder;

   b. Resolution of all questions in relation to the work and interpretation of the Drawings, Specifications and Addenda;

   c. How this Contractor shall cooperate with the work of other Contractors engaged simultaneously on this project.

   d. Minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the County or to the Contractor of the work to be done under the Contract;

   e. Amplification of the Drawings, adding explanatory information and furnishing additional Specifications and Drawings consistent with the intent of the Contract Documents.

2. The Architect shall not have the power to issue an extra work order. The performance of such work on the order of the Architect without previously obtaining written confirmation thereof from the County Executive, in accordance with Article 21 hereof, shall constitute a waiver of any right to extra compensation therefore. The Contractor is warned that the Architect has no power to change the terms and conditions of this Contract.

Article 25. The Commissioner

The Commissioner, in addition to those matters expressly made subject to his determination, direction or approval in this Contract, shall have the power;

1. To Determine finally any and all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor.

2. To modify or change this Contract so as to require (a) with the approval of the County Executive and County Comptroller, the performance of extra work, or (b) the omission of contract work whenever he deems it in the interest of the County to do so, or both;
3. To suspend the whole or any part of the work whenever in his judgment such suspension is required (a) in the interest of the County generally, or (b) to coordinate the work of the various Contractors engaged in this project, or (c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Commissioner, delayed by such suspension;

4. If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Commissioner to take over, use, occupy or operate any part of the completed or partly completed work, the Commissioner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the County after receipt of notice in writing from the Commissioner that such work or part thereof will be used by the County on and after the date specified in such notice.

Article 26. No Estoppel

The County shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision acceptance, return certificate or payment made or given under or in connection with this Contract by the Commissioner or other officer, agent or employee, of the County, from at any time, either before or after final completion and acceptance of the work and payment therefore:

1. showing the true and correct classification, amount, quality or character of the work done, or that any such determination, decision, acceptance, return, certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and

2. from demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents, or both.

Article 27. No Waiver of Rights

Neither the inspection by the County nor by the Commissioner, nor by any of their employees, nor by any order, measurements or certificate of the Commissioner, nor by any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner, nor by the County, nor any extension of time nor any possession by the County or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this

Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; namely, in addition to each and every other form of suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

CONTRACTOR'S EMPLOYEES

Article 28. Character and Competency

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful and trustworthy men or women. Should the Architects at any time give notice in writing to the Contractor or his duly authorized representative on the work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the work.

Article 29. Superintendent

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced and reliable English-speaking foreman or superintendent, acceptable to the Commissioner, on the site who shall follow without delay all instructions of the Architects in the prosecution and completion of the work and every part thereof, in full authority to supply men and women, material and labor, immediately. He shall keep on hand at all times copies of the Contract Documents.

Article 30. Payroll Reports

The Contractor and each subcontractor shall furnish to the Architects on demand a verified copy of his payroll and also any other information required by the Architects to satisfy them that the provisions of the Labor Law as to the hours of employment and rates of wages are being observed.

Article 31. Labor Laws and Notice of Employees' Rights

An updated New York State Schedule of Prevailing Hourly Wage Rates for this Contract have been applied for and should be attached. If the updated schedule has not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract. Until the revised Wage Rate Schedules are made part of this Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually

enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with provisions of Article 23 of the New York State Labor Law.

3. The contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices

a. Every Contractor who is a party to a Public Works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site, Management Office or at such site as the Nassau County Department of Public Works directs for the conspicuous posting of Notices including the New York State Department of Labor Schedules of prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

d. The posting of such notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required bylaw.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors,

employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the Project site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent Contractors of Subcontractors engaged in work at the Project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls employee attendance records and/or transcripts thereof as are required to be maintained pursuant Section 220 of the New York Labor Law and shall maintain thewritten acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident project Engineer, the Nassau County Director of Labor Relations, (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County.

c. Every Contractor on a Public Works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Commissioner of Public Works of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such

schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a.

f. Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief.

7. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill trade or other professional or licensed trades.

8. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

NO TEXT ON THIS PAGE

NEW YORK STATE
SCHEDULE OF THE PREVAILING WAGE RATES

NO TEXT ON THIS PAGE

Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2014
Date Requested 07/24/2014
PRC# 2014006928

Location Various-Nassau County
Project ID# B9040102E203H02P
Project Type Each Contractor will be ¿on-call¿ to the County for various Electrical, HVAC, or Plumbing projects and in response to emergency repairs at various County facilities and buildings.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2014 through June 2015. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 , Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2014
Date Requested 07/24/2014
PRC# 2014006928

Location Various-Nassau County
Project ID# B9040102E203H02P
Project Type Each Contractor will be ¿on-call¿ to the County for various Electrical, HVAC, or Plumbing projects and in response to emergency repairs at various County facilities and buildings.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

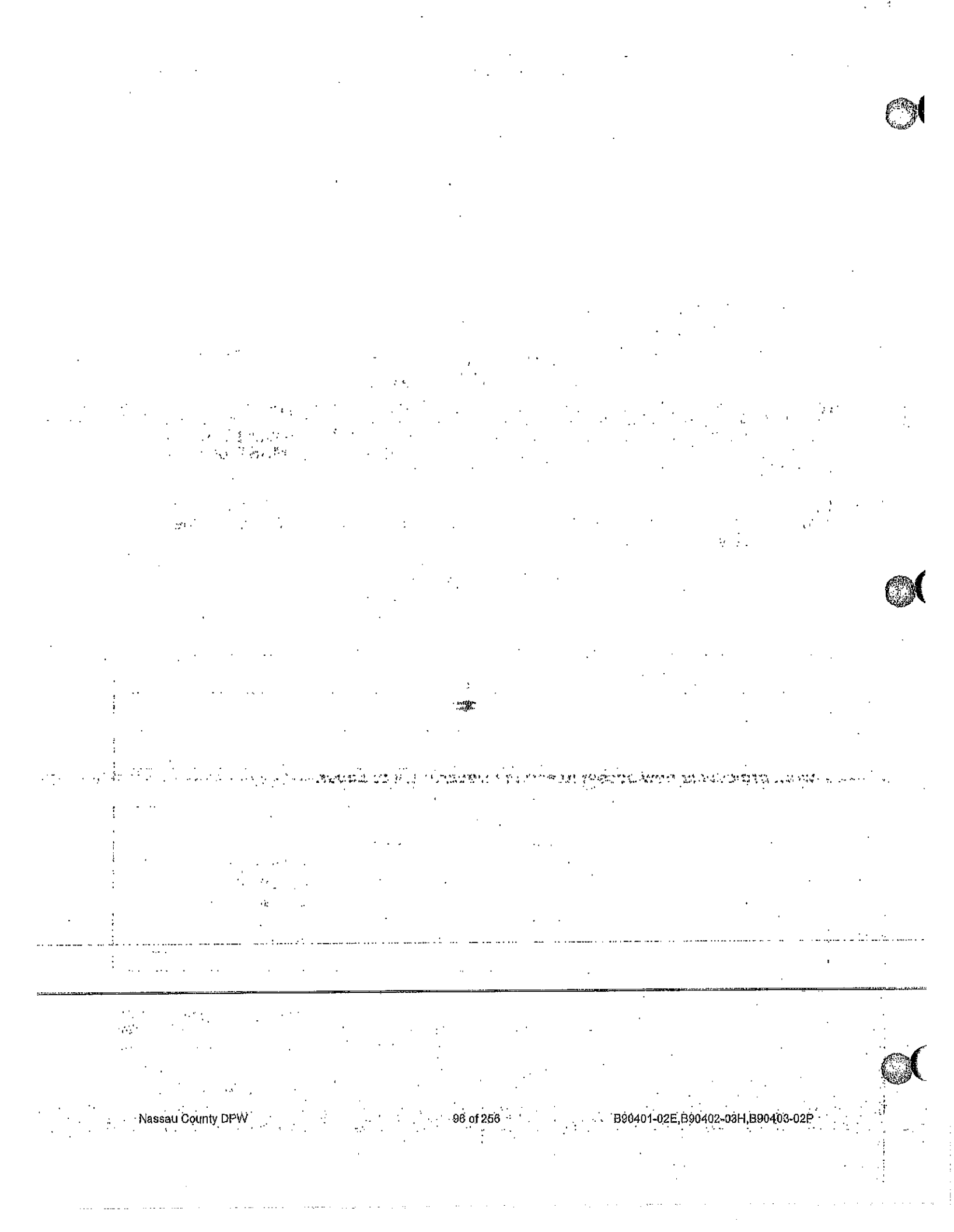
Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: YOU ARE COVERED BY THE CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

• **Civil Penalty**	First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
• **Criminal Penalty**	First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub* *. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

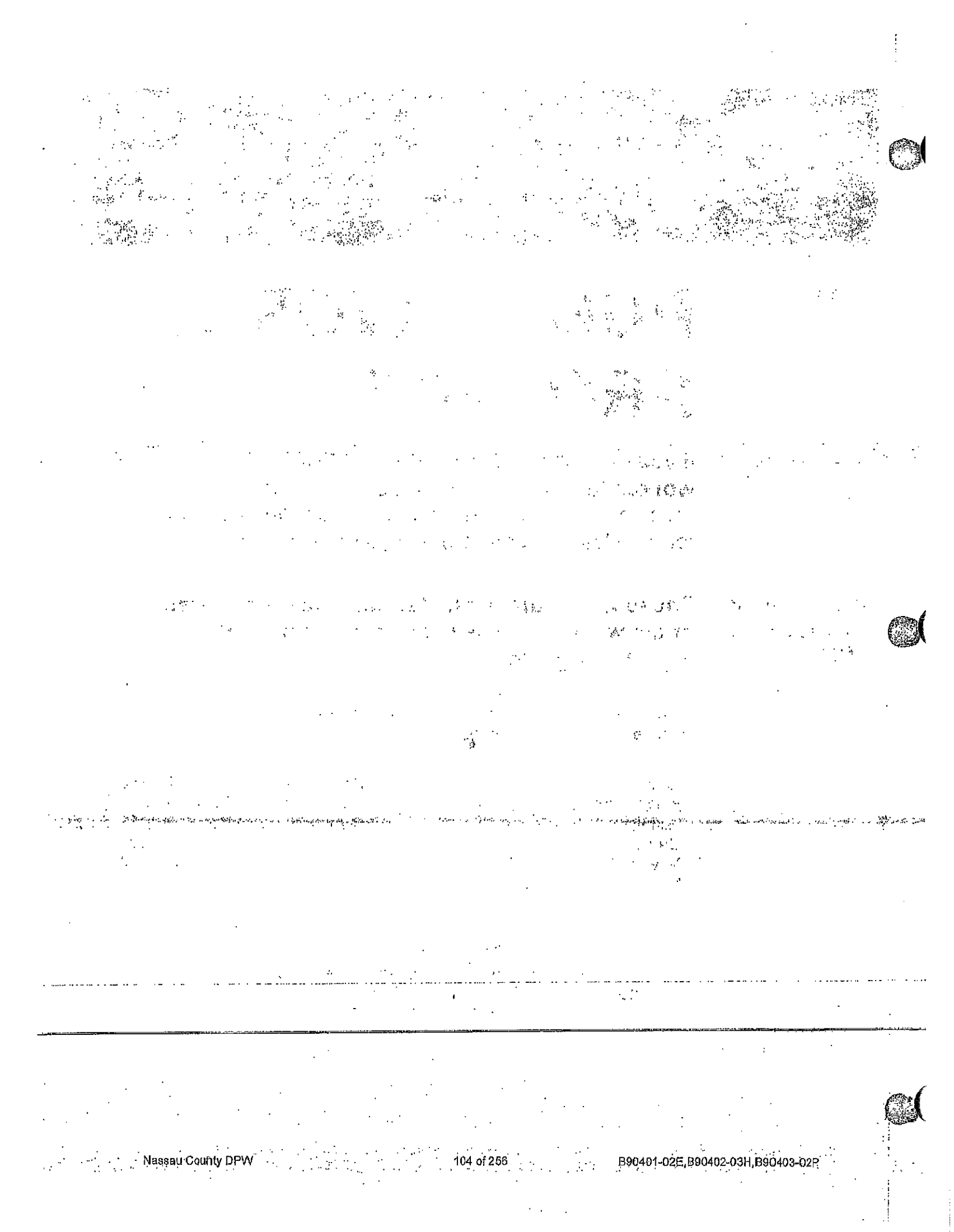
If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____



OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

*NOTE: **The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 – *OR* –
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-6)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties"

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Onelda County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check
Carpenter-Building	276B-All	7	2,5	
Carpenter-Building	276B-Cat	15	5	
Carpenter - Building	276-B-DW-LIV	26, 28, 35, 59	61	
Carpenter-Building	276B-Gen	19, 32, 37	61	
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		
Carpenter-Heavy&Highway	276HH-Erie	15		
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		
Carpenter-Residential	276R-All	7	2, 5	
Carpenter - Building	277B-Bro	4, 54		
Carpenter - Building	277B-CAY	6, 50, 62		
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter - Building	277 JLS	23, 25, 45		
Carpenter - Building	277 omh	22, 27, 33		
Carpenter - Building	277 On	34		
Carpenter - Building	277 Os	38		
Carpenter - Building	277CDO Bldg	9, 13, 39		
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62		
Carpenter - Heavy/Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter - Building	291B-Cll	10, 16, 17		
Carpenter - Building	291B-Ham	21, 57, 58		
Carpenter - Building	291B-Sar	46		
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrician Lineman	1049Line/Gas	30, 41, 52		
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r2	6, 12, 22, 27, 33, 34, 38		
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborers - Building	322-2H	17, 23, 25, 45		
Laborers - Building	785(7)	4	9, 13, 54	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	
Laborers Heavy & Highway	785(7)	4	9, 13, 54	
Laborer - Heavy & Highway	785HH-CS	8, 51	49	
Laborer - Building	621b	2, 7	5	
Laborer - Residential	621r	2, 7	5	
Mason-Building	3b-Co-Z2	8, 49, 51	2	
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason-Building	3B-Ith-Z2	12, 55		
Mason-Building	3B-Jam-Z2	7	2, 5	
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason-Building	3B-Z3	15, 32, 37	5	
Mason-Building-Residential	3B-Z3R	15, 32, 37	5	
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	
Operating Engineer - Heavy& Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Painter	150	28, 59, 62	26, 35	
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters-Heavy&Highway	294h/hwy	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters-Building/Heavy&Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker — 07/01/2014

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2014	12/01/2014 Additional
Abestos Worker Removal & Abatement Only*	$ 47.00	$ 0.50**

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED. To be allocated to (**) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:	
Abestos Worker Removal & Abatement Only	$ 4.70

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:	
Apprentice Removal & Abatement	$ 4.70

4-12a - Removal Only

Boilermaker — 07/01/2014

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2014	01/01/2015
Boilermaker	$ 50.45	$ 51.56
Repairs & Renovations	$ 50.45	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014	01/01/2015
Boilermaker	32% of hourly	32% of hourly
Repairs & Renovations	Wage Paid + $25.16	Wage Paid + $25.19

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

Repairs & Renovation includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2014 32% of Hourly Wage Paid plus amount below	01/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.25	$ 19.27
2nd Term	20.10	20.11
3rd Term	20.94	20.95
4th Term	21.78	21.80
5th Term	22.62	22.65
6th Term	23.47	23.49
7th Term	24.31	24.33

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

4-5

Carpenter 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchoque Road to Route 112 tothe Atlantic Ocean.

WAGES

Per hour:	07/01/2014	10/17/2014
Core Drilling:		
Driller	$ 35.71	$ 37.72
Driller Helper	$ 28.60	$ 30.54
Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:		
Helper 1st year	$ 20.02	$ 20.02
Helper 2nd year	22.88	22.88
Helper 3rd year	25.74	25.74
Helper 4th year	28.60	28.60

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014	10/17/2014
Driller and All Helpers	$21.69	$ 21.69

OVERTIME PAY
OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2014
Timberman	$ 44.33

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2014
	$ 45.36

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$17.73	$22.16	$28.81	$35.46

Supplemental benefits per hour:
$ 30.86

8-1556 Tm

Carpenter 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2014

Building
Millwright $ 48.44

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)* on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Pecentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$26.64	$31.49	$36.33	$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$32.81	$36.15	$40.63	$46.21

8-740.1

Carpenter 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2014

Marine Construction:

Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 46.09

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

8-1456MC

Carpenter 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2014

Carpet/Resilient Floor Coverer	$ 49.88

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 44.07

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter — 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2014

Piledriver	$ 48.35
Dockbuilder	$ 48.35

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 46.09

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$19.34	$24.17	$31.43	$38.68

Supplemental benefits per hour:

Apprentices $ 31.23

8-1556 Db

Carpenter — 07/01/2014

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES
Per hour: 07/01/2014

Show Exibit/
Carpenter $ 48.38

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/

Carpenter $ 42.67

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.35	$24.19	$31.45	$38.70

Supplemental benefits per hour:
Apprentices $ 29.52

8-EXHIB

Carpenter - Building 07/01/2014

JOB DESCRIPTION Carpenter - Building **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES
Per hour: 07/01/2014

Building:
Carpenter $49.88

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 44.07

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building	$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour for all Apprentices:

Building $ 30.22

8-NYC Bldg.

Carpenter - Building / Heavy&Highway 07/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES

Per Hour:	07/01/2014
Carpenter (Building)	$ 46.72
Carpenter (Heavy Highway)	$ 46.72

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories	$ 29.49

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

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:
Per Hour:

1st	2nd	3rd	4th
$ 18.14	$ 23.98	$ 27.88	$ 31.78

Supplemental Benefits
Per Hour:

All Terms: $ 16.00

4-Reg.Council Nass/Suff

Electrician 07/01/2014

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2014
Electrician Pump & Tank	$ 40.05

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician Pump & Tank	65.25% of *Wage Paid

*Wage Paid Includes any and all Premiums

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term	$ 14.02
2nd Term	$ 16.02
3rd Term	$ 18.02
4th Term	$ 20.03
5th Term	$ 26.03
6th Term	$ 30.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician — 07/01/2014

JOB DESCRIPTION Electrician — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2014	04/25/2015
Electrician/Wireman	$ 49.20	$ 50.45
HVAC Controls	49.20	50.45
Fire Alarms	49.20	50.45

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014	04/25/2015
Electrician/Wireman (all catagories)	16.0% of Hourly Wage Paid + $22.14	16.0% of Hourly Wage Paid + $23.08

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One(1) Year Terms at the following Percetage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:

4th	5th	6th
50%	60%	70%

Apprentices with start dates AFTER 10/02/2010:

1st	2nd	3rd	4th	5th	6th
35%	40%	45%	55%	65%	75%

Supplemental Benefits Per Hour:

	Apprentices Hired Prior to 10/02/2010		Apprentices Hired After 10/02/2010	
	07/01/2014	04/26/2015	07/01/2014	04/26/2015
1st	0% + $0.00	0% + $0.00	3% + $2.56	3% + $2.72
2nd	0% + $0.00	0% + $0.00	8% + $3.88	8% + $4.09

3rd	0% + $0.00	0% + $0.00	9% + $4.69	9% + $4.96
4th	16% + $11.07	16% + $11.53	10% + $6.66	10% + $7.00
5th	16% + $13.28	16% + $13.84	13% + $10.21	13% + $10.70
6th	16% + $15.50	16% + $16.15	14% + $16.45	14% + $17.14

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician 07/01/2014

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2014	04/25/2015
Telephone and Intergrated Tele-Data System Electrician	$ 36.38	$ 36.58

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), In those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrican	16% of Hourly Wage Paid + $16.63	16% Of Hourly Wage Paid + $16.68

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

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

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

4-25tela

Electrician 07/01/2014

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2014
Tree Trimmer/ Line Clearance Specialist	$ 30.09
Ground Man	$ 18.05

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2014

Tree Trimmer/ Line Clearance Specialist Ground Man	19.25% of Hourly Wage Paid + $ 8.60

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

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician — 07/01/2014

JOB DESCRIPTION Electrician — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2014	04/25/2015
Electrician Electrical Maintenance	$ 40.70	$ 41.45

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	12% of Hourly Wage Paid + $ 16.07	12% of Hourly Wage Paid + $ 16.46

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

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One(1) Year Term(s) at the following Percentage
of Journeyman(s) Wage:

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

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014		Apprentices Hired After 04/26/2014	
	07/01/2014	04/25/2015	07/01/2014	04/25/2015
1st	12% + $9.93	12% + $9.93	3% + $3.50	3% + $3.50
2nd	12% + $10.82	12% + $10.82	8% + $4.04	8% + $4.04
3rd	12% + $11.73	12% + $11.73	9% + $5.08	9% + $5.08
4th	12% + $12.62	12% + $12.62	10% + $6.84	10% + $6.84
5th	12% + $13.51	12% + $13.51	11% + $10.79	11% + $10.79
6th	12% + $13.64	12% + $13.69	DNA	DNA

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

4-25m

Electrician Lineman — 07/01/2014

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2014	03/29/2015
Lineman/Splicer	$ 49.52	$ 50.76
Material Man	43.08	44.16
Heavy Equip. Operator	39.62	40.61
Groundman	29.71	30.46
Flagman	22.28	22.84

For Natural Gasline Construction:

Per Hour:	07/01/2014	06/01/2015
Journeyman U.G.Mech.	$ 41.45	$ 42.69

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

	07/01/2014	03/29/2015
All Classifications	30.75% of Hourly Wage Paid + $ 10.56	30.75% of Hourly Wage Paid + $ 11.36

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

Natural Gasline Construction:

Per Hour:	07/01/2014	06/01/2015
Journeyman U.G.Mech.	$ 20.51	$ 21.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2014	03/29/2015
All Terms	30.75% of Hourly Wage Paid + $ 10.56	30.75% of Hourly Wage Paid + $ 11.36

Natural Gasline Construction:

	07/01/2014	06/01/2015

Natural Gas Mechanic:	$ 20.51	$ 21.75

4-1049 Line/Gas

Elevator Constructor — 07/01/2014

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2014	03/17/2015
Elevator Constructor	$ 58.23	$ 59.55
Modernization & Service/Repair	46.00	46.92

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 29.745	$ 31.045
Modernization & Service/Repair	29.595	31.195

OVERTIME PAY
Constructor. See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS
Elevator Constructor

1st Term	$ 25.745	$ 27.220
2nd Term	26.146	27.635
3rd Term	26.946	28.455
4th Term	27.745	29.285

Modernization & Service/Repair

1st Term	$ 25.67	$ 27.145
2nd Term	26.065	27.550
3rd Term	26.845	28.36
4th Term	27.635	29.17

4-1

Glazier — 07/01/2014

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2014	11/01/2014	05/01/2015
Glazier	$ 51.00*	$ 51.35*	Additional $ 1.50**
Scaffolding	$ 52.00*	$ 52.35*	Additional $ 1.50**

Scafolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance	$ 26.70*	$ 26.70*	Additional $ 0.60**

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $100,000.00.

*Additional $ .10 per hour for all regular hours worked
**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014	11/01/2014	05/01/2015
Journeyworker	$ 26.69	$ 27.19	$ 27.19
Repair & Maintenance	16.14	16.14	16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:
(1) year terms at the following wage rates:

	07/01/2014	11/01/2014	05/01/2014
1st term	$ 17.05	$ 17.25	$ 17.25
2nd term	25.24	25.24	25.24
3rd term	30.40	30.81	30.81
4th term	40.75	41.27	41.27

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.17	$ 13.32	$ 13.32
2nd term	22.45	22.45	22.45
3rd term	24.95	25.30	25.30
4th term	30.07	30.22	30.22

8-1281 (DC9 NYC)

Insulator - Heat & Frost 07/01/2014

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2014

Insulators Heat & Frost $ 63.68

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost $ 30.44

OVERTIME PAY
See (A, D, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

1 year terms at the following wage rate.

1st	2nd	3rd	4th
$25.47	$38.21	$44.59	$50.94

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	2nd	3rd	4th
$12.80	$18.26	$21.30	$24.35

4-12

Ironworker 07/01/2014

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour:

	07/01/2014	07/01/2015
Reinforcing & Metal Lathing	$ 52.03	Additional $ 2.00*

*To be allocated

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing $ 31.55

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
$ 28.11	$ 32.71	$ 37.77

Apprentices Registered ON or AFTER 6/29/2011

17.71	22.81	27.91

SUPPLEMENTAL BENIFITS
Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
$ 23.02	$ 24.67	$ 25.82

Apprentices Registered On or AFTER 6/29/2011

20.08	20.08	20.08

4-46Reinf

Ironworker — 07/01/2014

JOB DESCRIPTION Ironworker — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2014

Ornamental	$ 44.95
Chain Link Fence	44.95
Guide Rail Installation	44.95

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker: $ 43.71

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

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

REGISTERED APPRENTICES
1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	$ 34.02
2nd Term	34.98
3rd Term	35.95
4th Term	37.90
5th Term	39.65

4-580-Or

Ironworker — 07/01/2014

JOB DESCRIPTION Ironworker — **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour: 07/01/2014

IRONWORKER:

Ironworker Rigger	$ 53.25
Ironworker Stone Derrickman	$ 53.25

SUPPLEMENTAL BENEFITS
Ironworker: $ 37.13

OVERTIME PAY
See (*A, D1, **E, Q, V) on OVERTIME PAGE
*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, *24, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

(1/2) year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2014	$26.38	$26.38	$39.73	$42.13	$45.56	$45.56

Supplemental benefits

Per hour paid:

1st & 2nd terms	$18.82
3rd & 4th terms	$27.86
5th & 6th terms	$27.84

,9-197D/R

Ironworker 07/01/2014

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2014
Ironworker:	
Structural	$47.25
Bridges	
Machinery	

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$65.20

OVERTIME PAY
See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 24.73
2nd	25.33

3rd - 6th	25.93

Supplemental Benefits
PER HOUR:

All Terms	45.84

4-40/361-Str

Laborer - Building 07/01/2014

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
WAGES
Per Hour:

	07/01/2014	12/01/2014
Building Laborer	$ 35.65	
Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	36.00	Additional $ 0.50*

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 26.16
Asbestoes Abatment Worker	15.45

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 &28)

REGISTERED APPRENTICES
Regular Hours Work Terms

TERM #1	1 hr to 1000hrs
TERM #2	1001hrs to 2000hrs
TERM #3	2001hrs to 3000hrs
TERM #4	3001hrs to 4000hrs

Wages per hour:

1st Term	$ 16.60
2nd Term	19.45
3rd Term	22.86
4th Term	27.12

Benifits per hour

1st Term	$ 16.77
2nd Term	18.87
3rd Term	19.64
4th Term	19.64

4-66

Laborer - Heavy&Highway 07/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2014	06/01/2015 Additional
GROUP # 1		
Total Wage Paid	$ 44.85	4% of Total Package*
"Base Wage"	39.68	
GROUP # 2		
Total Wage Paid	$ 43.71	4% of Total Package*
"Base Wage"	38.54	
GROUP # 3		
Total Wage Paid	$ 40.22	4% of Total Package*
"Base Wage"	35.05	

NOTE: "Base Wage" for Premium/Overtime calculation Only. $5.17 is difference between "Base" and "Total"

(*) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:
ALL GROUPS $ 25.95

After Forty (40)paid
Hours in a work Week
OVERTIME PAY $ 15.96

OVERTIME PAY

OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" only"
Example Group# 3: $35.05 X Time and One Half = 52.58+$5.17 = $57.75.
Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Goverment Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage .

HOLIDAY

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

2000 hour(s) Terms at the following Pecentage of the Journeyman's Wage:

1st 0-1999/Hrs	80%
2nd 2000-3999/Hrs	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 25.95
After Forty(40) paid hours in a work Week	$ 15.96

4-1298

Mason 07/01/2014

JOB DESCRIPTION Mason **DISTRICT** 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2014
Brick/Blocklayer	$53.71

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer	$23.18

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 14.90

4-1Brk

Mason - Building 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2014	12/01/2014 An additional	06/01/2015 An additional
Building:			
Tile Setters	$ 52.58	$ 1.13*	$ 1.13*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Per Hour:

Journey Worker $22.14* plus $8.05

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
* This portion of benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

Term: 1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6750-7500
$26.91	$30.04	$33.86	$36.07	$39.91	43.53	$46.63	$46.17	$49.89	51.70

Starting 12/01/2014
An additional:

$0.65	$0.72	$0.78	$0.85	$0.91	$0.98	$1.04	$1.11	$1.17	$1.25

Starting 06/01/2015
An additional:

$0.65	$0.72	$0.78	$0.85	$0.91	$0.98	$1.04	$1.11	$1.17	$1.25

NOTE: INCREASES MAY BE ALLOCATED BETWEEN WAGES AND BENEFITS

Supplemental Benefits per hour:

1st term $13.95* plus $0.71 6th term $17.35* plus $1.49

2nd term	$14.95* plus $0.75	7th term	$17.55* plus $5.34
3rd term	$14.95* plus $1.09	8th term	$18.75* plus $5.71
4th term	$16.85* plus $1.13	9th term	$19.15* plus $5.75
5th term	$16.85* plus $1.45	10th term	$20.87* plus $5.79

9-7/52A

Mason - Building 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2014	01/01/2015
Marble Cutters& Setters	$ 55.85	$ 56.15

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 29.58	$ 30.31

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
$ 22.34	$25.13	$27.93	$30.72	$33.51	$36.30	$39.10	$41.89	$47.47	$53.06

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$21.86	$22.51	$23.14	$23.80	$24.43	$25.07	$25.71	$26.36	$27.64	$29.93

9-7/4

Mason - Building 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2014	01/01/2014
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher, etc	$ 38.96	$ 39.25

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyworker:		
Building-Marble Restoration:		
Marble, Stone & Polisher	$ 23.00	$ 23.38

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:

(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2014	$ 27.27	$ 31.17	$36.06	$ 38.96
01/01/2015	An additional $0.47*	An additional $0.54*	An additional $0.60*	An additional $0.67*

* May be allocated between wages and benefits

Supplemental Benefits Per Hour:

07/01/2014

$ 21.11	$ 21.73	$ 22.36	$ 23.00

9-7/24-MP

Mason - Building — 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:
Per Hour:

	07/01/2014	01/01/2015
		Additional
Mosaic & Terrazzo Mechanic	$ 45.88	$ 0.96*
Mosaic & Terrazzo Finisher	$ 47.28	$ 0.96*

*May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour worked

Mechanic	$ 22.40* plus $ 9.68
Finisher	$ 22.40* plus $ 9.68

* This portion of benefit subject to same premium as wages.

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wage per hour:
(750 Hour) terms at the following wage rate.

1st 1-750	2nd 751-1500	3rd 1500-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000
$23.96	$26.36	$28.76	$31.15	$33.55	$35.96	$40.74	$45.53

Supplemental benefits per worked:

(750 hour) terms as shown above.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
$11.20* +4.85	$12.32* +5.33	$13.44* +5.81	$14.56* +6.30	$15.68* +6.78	$16.80* +7.26	$19.04* +8.23	$21.28* +9.20	$22.40* +9.68

*This portion of benefits subject to same premium as overtime wages.

9-7/3

Mason - Building 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2014	12/01/2014	06/01/2015
Building:			
Tile Finisher	$40.78	$0.82*	$0.82*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Per Hour:

Journey worker $ 19.57* plus $7.90

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building 07/01/2014

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2014	01/01/2015
Marble, Stone,etc. Maintenance Finishers:	$ 21.24	$ 21.38

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone, etc
Maintenance Finishers: $ 11.77 $ 11.99

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:
(750 hour)terms at the following percentage of journeyman's wage rate: 07/01/2014

1st term 0-750	70%
2nd term 750-1500	74%
3rd trem 1501-2250	78%
4th term 2251-3000	82%
5th term 3001-3750	88%
6th term 3751-4500	96%

Supplemental Benefits:
Per hour paid

1st term	$ 11.58
2nd term	11.59
3rd term	11.72
4th term	11.73
5th term	11.74
6th term	11.76

9-7/24M-MF

Mason - Building / Heavy&Highway 07/01/2014

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2014	01/01/2015
Marble-Finisher	$ 44.54	44.81

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher	$ 29.16	$ 29.79

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway 07/01/2014

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2014

Cement Mason $ 45.53

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason $ 32.80

OVERTIME PAY
See (*B1, E2, **Q, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** "Holidays" only for Building Construction
*** Additional $10.18 to be added to all Time and a Half hours paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.40
2nd Term	19.68
3rd Term	25.99

4-780

Mason - Building / Heavy&Highway 07/01/2014

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2014
Stone Setter	$58.72 plus $1.50*
Stone Tender	$40.54 plus $1.50*

*Additional Amounts to be added to Wages and or Benifits.

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 27.35
Stone Tender	17.45

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $17.53

4-1Stn

Mason - Heavy&Highway 07/01/2014

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2014

Pointer, Caulkers & Cleaners $47.41

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers $ 24.60

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$25.01	$27.25	$32.24	$38.66

Apprentices Supplemental Benefits:
(per hour paid)

$4.75	$9.70	$12.45	$12.45

4-1PCC

Operating Engineer - Building 07/01/2014

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 upto & over 150,000lbs),Boiler, Boring Machine, Cherry Picker(over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine(10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper In Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader(selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist(2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Wincher(Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane,Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(all), Roller(dirt), Ridge Cutter, Vac-All(Truck), Jet Pump(Truck), Shotblaster, Interior Hoist, Concrete Finish Machine, Concrete Spreader, Conveyer, Curing Machine, Hoist(one drum).

CLASS "D":
Concrete Breaker, Concrete Saw/Cutter, Fork Life or Walk Behind (power operated), Generator, Hydra Hammer, Compactors(mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm).

CLASS "E":
Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpiller or wheel), Vibrator, Deckhand on Workboat.

	07/01/2014
Class "AA"	$ 69.79
Cranes: Boom length over 100 feet add $ 1.00 per hour	
" " 150 " " $ 1.50 " "	
" " 250 " " $ 2.00 " "	
" " 350 " " $ 3.00 " "	
Class "A"	$ 58.28
Add $3.50 for Hazardous Waste Work	
Class "B"	$ 55.38
Add $2.50 for Hazardous Waste Work	
Class "C"	$ 53.44
Add $1.50 for Hazardous Waste Work	
Class "D"	$ 49.53
Add $1.00 for Hazardous Waste Work	
Class "E"	$ 47.58

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 31.45
Overtime Rate	24.35

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before and day after Holiday to recieve Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2014
Well Driller	$ 33.98
Well Driller Helper	$ 29.76

Hazardous Waste Differential Added to Hourly Wage:

Level A	$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work Add to Hourly Wage:

Level A	$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014
Well Driller & Helper	$ 10% of straight time rate plus $ 10.79

Additional $ 3.42 for Premium Time

OVERTIME PAY
See (B, E, G, P) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2014
1st Term	$ 20.84
2nd Term	$ 21.67
3rd Term	$ 22.33

SUPPLEMENTAL BENIFITS
Per Hour:

1st Term	10% of Wage + $ 5.10
2nd Term	10% of Wage + $ 5.60
3rd Term	10% of Wage + $ 6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term	10% of Wage + $ 5.85
2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 8.10

4-138well

Operating Engineer - Heavy&Highway 07/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 up to & over 150,000lbs), Barrier Machine, Cherrypicker(over 70 tons), Concrete Pump, Grader, Gradall, Hoist, Loading Machine(bucket 10 yds. or more), Laser Screed, Milling Machine(Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper In Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine(long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 tons), Conveyor-Multi, Post Hole-Auger, Fork Lift, Hoist(2 drum), Loading Machine & Front Loader, Mulch Machine(machine fed), Power Wincher(all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Boiler(Thermoplastic), Curb Machine(Asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(Hydralic & 4in or over), Roller(Dirt), Vac-All (Truck), Jet Pump (Truck),Power Winch (Truck Mounted), Compressor(Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (One Drum), Ridge Cutter, Shot Blaster, Welding Machine(Structural Steel & Pile Work).

CLASS "D":
Compressor(Pile,Crane,Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind,Power Operated), Generator(Pile Work),Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pum(Single)Action-1 to 3 Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper.

CLASS "E":
Batching Plant(On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine(Hand Feed), Oiler, Pumps(Single action up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine(Hand,walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

	07/01/2014
Class "AA"	$ 69.12

Cranes: Boom Length over 100 feet add $ 1.00 per hour
" " " 150 " " $ 1.50 " "
" " " 250 " " $ 2.00 " "
" " " 350 " " $ 3.00 " "

Class "A"	$ 61.35*
*Add $3.50 for Hazardous Waste Work.	
Class "B"	$ 57.43*
*Add $2.50 for Hazardous Waste Work.	
Class "C"	$ 55.44*
*Add $1.50 for Hazardous Waste Work	
Class "D"	$ 51.43*
*Add $1.00 for Hazardous Waste Work	
Class "E"	$ 49.47

"NOTE"; ADD 30% to straight time hrly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 31.70
Note: OVERTIME AMOUNT	$ 24.35

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

SUPPLEMENTAL:

APPRENTICES	15.64
Note:	
OVERTIME AMOUNT	5.60

4-138

Operating Engineer - Heavy&Highway — 07/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2014

Heavy Highway/Building

Party Chief	$ 60.40
Instrument Man	46.02
Rodman	39.46

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 30.62
Premium*:	
Heavy Highway/Building	$ 42.74
Premium**:	
Heavy Highway/Building	$ 54.84

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Construction — 07/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2014	10/01/2014
CLASS A Operator, Leverman, Lead Dredgeman	$ 34.73	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.05	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 28.30	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 27.54	$ 28.22
Welder (please add)$ 0.06		
Boat Operator	$ 26.55	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.17	$ 22.68
Oiler(please add)$ 0.09		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2014	10/01/2014
All Classes A & B	$ 9.42 plus 8% of straight time wage, Overtime hours add $ 0.63	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.12 plus 8% of straight time wage, Overtime hours add $ 0.48	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 8.82 plus 8% of straight time wage, Overtime hours add $ 0.33	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 07/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

WAGES: (per hour)

	07/01/2014
Survey Rates:	
Party Chief	$ 33.55 plus $1.06*
Instrument Man	$ 29.41 plus $ .94*
Roman	$ 25.54 plus $ .86*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 17.90

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab 07/01/2014

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

	07/01/2014 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter 07/01/2014

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2014
Drywall Taper	$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2014
Journeyman	$ 20.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE
For Journeyman: Deduct $4.25 from wage rate BEFORE calculating overtime pay.
For Apprentices: Deduct $ 2.44 from 2nd term wage rate, and $ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour)	07/01/2014

1500 Hour terms at the following wage rate:

1st term	$ 18.13
2nd term	$ 27.19
3rd term	$ 36.26

Suppemental Benefits per hour:
One year term (1500 hours)at the following dollar amount.

1st year	$ 10.25
2nd year	$ 16.43
3rd year	$ 19.25

8-NYDCT9-DWT

Painter 07/01/2014

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2014
Brush	$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted	$ 43.75
Spray & Scaffold	$ 46.75
Fire Escape	$ 46.75
Decorator	$ 46.75
Paperhanger/Wall Coverer	$ 41.08

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2014
Paperhanger	$ 29.33
All others	$ 20.97
Premium*	$ 23.47*

*Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2014
Appr 1st term...	$ 16.55
Appr 2nd term...	$ 21.66
Appr 3rd term...	$ 26.24
Appr 4th term...	$ 35.02

Spplemental benefls:
(per Hour worked)

Appr 1st term...	$ 10.23
Appr 2nd term...	$ 12.92
Appr 3rd term...	$ 15.20
Appr 4th term...	$ 19.70

8-NYDC9-B/S

Painter 07/01/2014

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2014	12/31/2014	07/01/2015
Drywall Taper	$ 45.32	$ 45.82	$ 46.32

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014	12/31/2014	07/01/2015
Journeyworker:	$ 23.03	$ 23.03	$ 23.03

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 months' terms(year consists of 1500 hours).

	07/01/2014	12/31/2014	07/01/2015
1st year	$ 18.13	$ 18.33	$ 18.53

2nd year	$ 27.20	$ 27.50	$ 27.80
3rd year	$ 36.26	$ 36.66	$ 37.06

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 10.25	$ 10.25	$ 10.25
2nd term	$ 16.43	$ 16.43	$ 16.43
3rd term	$ 19.25	$ 19.25	$ 19.25

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel — 07/01/2014

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
	$ 47.00	$ 48.75
	+ 5.38*	+ 5.63*
From Nov. 16th to April 30th -		
	$ 47.00	$ 48.75
	+ 5.38*	+ 5.63*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $47.00 or $48.75 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.20	$ 28.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.20	28.95
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2014	10/01/2014

1st 90 days	$ 20.96	$ 21.76
1st year after 90 days	20.96	21.76
2nd year	31.43	32.63
3rd year	41.91	43.51

Supplemental Benefits per hour worked:

	07/01/2014	10/01/2014
1st 90 days	$ 8.29	$ 8.59
1st year after 90 days	8.54	8.84
2nd year	16.93	17.38
3rd year	22.57	26.17

8-DC-9/806/155-BrSS

Painter - Line Striping 07/01/2014

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2014
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker:	07/01/2014
Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 07/01/2014

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2014
Metal Polisher	$ 27.15
Metal Polisher**	28.24
Metal Polisher***	30.65

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2014

Journeyworker:
All classification $ 13.61

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

1st	2nd	3rd
$11.00	$12.50	$15.50

Supplentals benefits:
Per hour paid:

1st	2nd	3rd
$ 9.94	$10.31	$10.51

8-8A/28A-MP

Plasterer 07/01/2014

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all Islands in New York City, except Manhattan.

WAGES
Per hour: 07/01/2014

Building:
Plasterer/Traditional $ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyworker $ 21.80

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:
(per hour paid):
(1) year term broken down into six month periods:
1st year:

1st six months	$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33

6th six months 15.33

9-530-Z1

Plumber 07/01/2014

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2014	05/01/2015
Plumber MAINTENANCE ONLY	$ 29.46	$ 29.98

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

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 12.05	$ 13.55

OVERTIME PAY
See (B, J) on OVERTIME PAGE

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

4-200 Maintance

Plumber 07/01/2014

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2014

Plumber/ PUMP & TANK	$ 43.24

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 23.06

OVERTIME PAY
See (B, Q, *V) on OVERTIME PAGE
(V) 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
Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benifits Per Hour:

1st Term	$11.38
2nd Term	$12.01
3rd Term	$12.79
4th Term	$13.16

5th Term	$16.36
6th Term	$19.65

4-200 Pump & Tank

Plumber — 07/01/2014

JOB DESCRIPTION Plumber — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2014	11/01/2014
Plumber	$ 48.48	$ 48.48

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 34.27	$ 35.77

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

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

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2014	11/01/2014
1st Term	$ 20.75	$ 22.25
2nd Term	23.06	24.56
3rd Term	24.43	25.93
4th Term	25.92	27.42
5th Term	27.56	29.00

4-200

Roofer — 07/01/2014

JOB DESCRIPTION Roofer — **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour

	07/01/2014	10/01/2014
ROOFER/Waterproofer		
Total Wage to be Paid	$ 43.00	Additional $1.50 to be Added per Hour***
"Base" Wage	$ 39.00**	

***NOTE: Additional to be allocated for Wage or Supplement.

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer	$ 25.61	$ 25.61

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)

NOTE:** Overtime Pay to be calculated on "BASE" Wage then add $4.00.
(Example: $39.00 x time and one half = $58.50 + $4.00 = $62.50)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

	07/01/2014	10/01/2014
1st Term	$ 7.20	$ 7.20
2nd Term	8.99	8.99
3rd Term	12.68	12.98
4th Term	14.37	14.37

4-154

Sheetmetal Worker — 07/01/2014

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2014
Sheetmetal Worker $ 50.67
Temporary Operation or Maintenace of Fans 40.42

SUPPLEMENTAL BENEFITS
Per Hour:
Sheetmetal Worker $ 39.91
Maintenance Worker 39.91

OVERTIME PAY
See (A, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st Term	$ 14.35
2nd Term	17.72
3rd Term	22.12
4th Term	24.89
5th Term	26.24
6th Term	28.45
7th Term	34.53
8th Term	37.23
9th Term	40.34

Per Hour: Supplemental Benifits

1st Term	$ 5.50
2nd Term	14.80
3rd Term	21.51
4th Term	23.31

5th Term	24.94
6th Term	27.04
7th Term	30.60
8th Term	31.77
9th Term	32.94

4-28

Sheetmetal Worker — 07/01/2014

JOB DESCRIPTION Sheetmetal Worker — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2014	08/01/2014
		Additional
Sign Erector	$ 44.20	$ 3.27/hr*

(*) To be allocated at a later date

NOTE: Overhead Highway Signs and Structurally Supported Signs(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2014	08/01/2014
Sign Erector	$ 38.22	$ 38.22

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENIFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$10.46	$11.84	$13.25	$14.63	$20.81	$22.62	$26.12	$26.98	$28.88	$30.73

4-137-SE

Steamfitter — 07/01/2014

JOB DESCRIPTION Steamfitter — **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2014
Steam/Sprinkler Fitter	$ 58.81
Temporary Heat & AC	$ 44.71

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler Fitter $ 45.67

Temporary Heat & AC $ 37.26

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) On all HVAC and Mechanical contracts that do not excedd $15,000,000. and on all fire protection/sprinklet contracts that do not exceed $1,500,000.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 23.56	$ 29.44	$ 38.25	$ 47.06	$ 50.00

SUPPLEMENTAL BENEFIT
Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 18.79	$ 23.29	$ 29.99	$ 36.71	$ 38.95

4-638A-StmSpFtr

Steamfitter 07/01/2014

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2014	01/01/2015 Additional
AC Service/Heat Service Steamfitter Maintenance	$ 38.30	$ 0.75*

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor Installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service Steamfitter Maintenance	$ 9.70

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

Teamster - Asphalt Delivery 07/01/2014

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels,Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2014
Asphalt Delivery	$ 35.105

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2014
Asphalt Delivery	$ 28.89

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

	07/01/2014
Asphalt Delivery	$40.1825

Light Construction Work
TRUCK DRIVER

	07/01/2014
Asphalt Delivery	$11.55

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building 07/01/2014

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris)

	07/01/2014
Trailers	$ 29.98
Straight Jobs	$ 29.68

SUPPLEMENTAL BENEFITS
Per Hour:
All Classifications

	07/01/2014
	$ 31.34

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete 07/01/2014

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Ready-Mix Concrete for construction, improvment and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2014
Concrete Delivery	$ 37.065

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2014
Concrete Delivery	$ 33.765

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work	07/01/2014
Concrete Delivery	$ 37.125
Light Construction Work	07/01/2014
Concrete Delivery	$ 11.525

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway 07/01/2014

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of streets, highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

	07/01/2014
Site Excavating (Chauffeurs)	$ 35.105

Light Construction Work:
Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

	07/01/2014
Site Excavating (Chauffeurs)	$ 28.89

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2014

Heavy Construction Work
Chauffeurs $ 40.1825

Light Construction Work
Chauffers $ 11.55

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (6, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder — 07/01/2014

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2014

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY 1-As Per Trade

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.

(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
(A)	Time and one half of the hourly rate after 7 hours per day
(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(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
(B)	Time and one half of the hourly rate after 8 hours per day
(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.
(E5)	Double time after 8 hours on Saturdays
(B2)	Time and one half of the hourly rate after 40 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
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(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, if worked

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED,for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS; OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 07/14/2014

Article 8

AGENCY	JURISDICTION	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****8295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		65 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY STE 1D BROOKLYN N.Y.11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2218 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****9643	BROOKS BROTHERS PAINTING		200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY 2 INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2008	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14623	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14623	03/09/2012	03/09/2017
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****7824	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016

DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL		CHAUCEY BROOKS	BROOKS BROTHERS PAINTING	200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	*****1788	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		6 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		338 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		63 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		16 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/26/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015

DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****6011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		15 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	*****6867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019

DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC		FRANK ACOCELLA		88 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		160 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/16/2014

DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9693	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****7698	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3099 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014

DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/06/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017

DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8818	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		160 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2008	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAWRENCE J.RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****0697	LEED INDUSTRIES CORP.	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING ING		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	*****0463	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 367 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2860	M A 2 FLAGS CONTRACTING CORP		26-16 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		160 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		160 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		688 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		356 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015

DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F83 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN-PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/29/2012	10/01/2017
DOL	DA	*****9042	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019

DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10703	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 56TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		69 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		60 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/26/2010	03/26/2015
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018

DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 288 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEON ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****6213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016

DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 46TH STREET BROOKLYN NY 11220	02/06/2014	02/06/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

NO TEXT ON THIS PAGE

Appendix D

Introduced by Legislator Denenberg

Local Law No. 1?2006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier, a utility company, a shipping company (including overnight delivery companies), or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff's department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§ 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four – strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three – strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two – strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One – strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra-law sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department, specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law.

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph on e of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

Thomas R. Suozzi

County Executive

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.

(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.

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, 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.

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 (i) 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.

NO TEXT ON THIS PAGE

PREVENTION OF DELAY

The contractor and his subcontractors shall not employ any labor or means whose employment or utilization during the course of this contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the contractor or his subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

PAYMENTS

Article 32. Prices

For the Contractor's complete performance of the work, the County will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Commissioner under Article 21 hereof, less credit for any work omitted pursuant to Article 23 hereof.

Article 33. Submission of Bid Breakdown

Within 15 days after his execution of this Contract, or when directed by the Commissioner a breakdown of his bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 9 hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit such other information relating to the bid price as may be required, and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the County or the Commissioner, for any purpose whatsoever.

Article 34. Partial Payments

1. On or about the first of each month, the Contractor shall make an estimate of the amount and the fair value of the work done and may apply for partial payment therefore. The Contractor shall revise the estimate as the Architects may direct. Whenever the monthly estimate of the Contractor, as approved by the Architects, shows that the value of the work completed during the previous month exceeds One Thousand Dollars ($1,000.00) in amount, the Commissioner will issue a certificate for such work. Such certificate will authorize the payment of ninety-five percent (95%) of the value of the work completed. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

2. The County reserves the right to reduce the percentage withheld from partial payments under the following conditions and in the following

manner: After fifty (50%) percent of the contract work has been completed and if the contractor has demonstrated to the satisfaction of the Commissioner his ability to accomplish the work within the time limitations of his progress schedule, then, upon the approval of the Commissioner, certificates for partial payments will authorize the payment of one hundred (100%) percent of the value of that work included in such certificates as completed since the period of time covered by the last previous partial payment. However, should the Contractor thereafter fail to maintain the progress of the work within the said time limitations of the progress schedule, then the retained percentage of five percent (5%) may be reinstated by the Commissioner, in which event partial payments will be authorized only in such amounts as will permit the County to retain five (5%) percent of the value of all work completed to the date of any partial payment.

3. Before the above retainage reduction shall become operative, the Contractor shall deliver to the County a statement certifying that all claims or liabilities arising from the 50% completed work, including all charges for extra work, change orders, additional time or credits have been presented to the County, and further, releasing the County from any and all other additional costs except as set forth in said claims as of the date of said statement. All such claims, charges or credits shall be described in sufficient detail so as to be easily identified

4. No partial payment will be made for any materials before they are incorporated in the work, except the payment may be made for materials delivered to the site or off-site and suitably stored and secured when such materials are in short and/or critical supply or have been specially fabricated for the project, all as determined by the Commissioner in writing.

5. Before any payments will be made under this Contract, the Contractor and the subcontractors performing any part of the work called for by this Contract must file, in the Office of the Department of Public Works of the County of Nassau, verified statements provided for in Section 220a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively. The Contractor shall set forth in his statements the names of his Subcontractors. If the contractor or subcontractor has no subcontractor, he shall so state in his statement if there is nothing due and accrued too any laborer for daily or weekly wages on account of labor performed upon the work under this Contractor and all subcontractors before any payments are made under this Contract.

Article 35. Final Payment

1. Within thirty (30) days after receiving notice from the Contractor of completion of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this Agreement, the commissioner will cause a final inspection to be made for approval of all the work done under this Contract. If, upon such inspection, the Commissioner determines that not further work is to be

done, he will issue a Certificate of Completion to the Contractor for the work done under this Contract.

2. As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under Article 34 hereof, and shall also submit proof of title to the materials and equipment covered by the Contract. The contractor shall also, prior to the issuance of final payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

3. The County will, not later than sixty (60) days after the final acceptance of the work done under this Contract, pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract. All prior partial payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to the correction in the final estimate and payment.

Article 36. Acceptance of Final Payment

The acceptance by the Contractor or by anyone claiming by or through him, of the final payment shall operate as and shall be a release tio the County and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this work or project and for any act or neglect of the County or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Construction Bond.

CONTRACTOR'S DEFAULT

Article 37. County's Right and Notice

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract in good faith or,

10. that the Contractor is violating any of the provisions of this Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article 38. Contractor's Duty

Upon receipt of the notice provided in Article 37, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article 39. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article 37 above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

MISCELLANEOUS PROVISIONS

Article 40. Contractor's Warranties

In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:

1. That he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.
2. That he is financially solvent and sufficiently experienced and competent to perform the work.
3. That the work can be performed as called for by the Contract that the Plans and Drawings and the Specifications are in all respects suitable and adequate for the work.
4. That the facts stated in his proposal and information given by him are true and correct in all respects.
5. That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

Article 41. Claims for Damages

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Articles 21 and 22 hereof, by reason of any act or omission of the County, its agents or of any persons, he shall within five days after sustaining such damage, make and deliver to the Commissioner a written statement of the nature of the damage sustained and of the basis of the claim against the County. On or before the fifteenth of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Commissioner an itemized statement of the details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

Article 42. Patented Devices, Material and Processes

It is mutually understood and agreed that contract prices shall include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process, to be performed under the Contract, and shall indemnify the said County for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

Article 43. Hold Harmless

1. The Contractor shall defend, indemnify, protect and save harmless, the County of Nassau, its officers, agents and employees, from and against any and all losses, damages, detriment, suits, claims, costs and expenses for injuries (including death) to persons or damage to property arising out of or in connection with the performance of the work hereunder and caused by or resulting from the carelessness or negligence of the Contractor or his sub-contractors.

2. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or in-adequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

3. The Contractor shall take out and maintain during the life of this contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring

the Contractor at all times during the life of this contract against loss by reason of his contractual liability under this ARTICLE with limits of $ * for injuries to persons (including death) and $ * for damage to property. A certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this contract and such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least two weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau."

(* - For amounts see Article 48)

Article 44. No claims Against Individuals

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the County for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

Article 45. Unlawful Provisions Deemed Stricken Out

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article 46. Legal Provisions Deemed Included

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Article 47. Comptroller's Certificate

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation or fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County the Nassau or his duly designated representative.

Article 48. Schedule of Requirements

1. Insurance - Limits of liability:

   a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

      1) Minimum Limits of Liability, for each occurrence.

         a) Personal Injury - $ 2,500,000
         b) Property Damage - $ 500,000
         c) Or a Combined Single Limit of $ 3,000,000 or greater.

   b. Builder's Risk Insurance:

      Shall be for the full amount of the Contract Price.

2. The following additional named insured(s) on Owner's Protective Public Liability Insurance. Each insured to be protected to the full limits of liability.

3. Liquidated Damages - Not applicable,

4. Time of completion **730** calendar days,

5. Amount retained for maintenance - Not Applicable

6. Substitutions - Not Applicable

Article 49. Conflicting Information

In the case of conflicting information within the plans and specifications as to the type of materials of workmanship to be provided, the Contractor agrees that he will accept the decision of the Commissioner of Public Works as to which was intended or which is in the best interest of the County.

Article 50. All Legal Provisions Deemed Included; Separability; Supremacy; Compliance with Law

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held

to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further, the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By _____
County Executive
party of the First Part

ATTEST: _____ 7/7/15
Clerk, Nassau County Legislature

Approved: _____
Office of the Commissioner

~~_____ Contractor B90401-02E~~

Corporate Seal

By _____ L.S.
~~Party of the Second Part~~

Hi Tech Air conditioning Service Inc Contractor B90402-03H

Corporate Seal

By _____ L.S.
Party of the Second Part

Sea Ford Ave Corp Contractor B90403-02P

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____ 5/21/15
Deputy County Attorney

Approved: _____ 5/21/15
Bureau of Real Estate & Insurance

NO TEXT ON THIS PAGE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally appeared EDWARD P. MANGANO, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 6 day of July , 2015, before me personally appeared Charles R. Bando , Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Concetta A Petrucci

Notary Public

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came , to me known, who being by me duly sworn, did depose and say: That he/she resides at ; That he/she is the of , the Corporation described herein; That he/she executed the foregoing instrument for said corporation; That he/she knows the seal of said Corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledge that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came , to me known and known to me to be the person described herein, and who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 8th day of May, 2015, before me personally came Joseph Siarko, to me known, who being by me duly sworn, did depose and say: That he/she resides at 15 Viking Drive W. Islip; That he/she is the President of Hi-Tech Air Cond. Service Inc., the Corporation described herein; That he/she executed the foregoing instrument for said corporation; That he/she knows the seal of said Corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

Diane M. Pyne
Notary Public

DIANE M. PYNE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PY6180441
Qualified in Nassau County
My Commission Expires January 14, 2016

(Acknowledgment by Contractor if a Company)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledge that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came , to me known and known to me to be the person described herein, and who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this 18th day of May, 2015, before me personally came George Lutsch, to me known, who being by me duly sworn, did depose and say: That he/she resides at 2099 Jones Ave Wantagh; That he/she is the President of Seaford Ave Corp., the Corporation described herein; That he/she executed the foregoing instrument for said corporation; That he/she knows the seal of said Corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

Diane M. Pyne
Notary Public

DIANE M. PYNE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PY6180441
Qualified in Nassau County
My Commission Expires January 14, 2016

(Acknowledgment by Contractor if a Company)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledge that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On this day of , 201 , before me personally came , to me known and known to me to be the person described herein, and who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

DIANE M. PYNE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PY6180441
Qualified In Nassau County
My Commission Expires January 14, 2019

NO TEXT ON THIS PAGE

CONTRACT ADVISEMENT FORM, numis #550

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW15000009

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
5	18	15	CAP	☑	☐	☐	CHPW15000009	PW	B90402-03H

VENDOR INFO.

ID: 1127221111

Name: (30) HiTech Air Conditioning Service, Inc.

Address: (30) 60 OTis street

(30) West Babylon, NY 11704

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	90402	000	PWCAPCAP	00004	$	500,000	00
2							
3							
4							

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT $ 500,000 00

COMPTROLLER

APPROVED BY

DATE

DEPARTMENT APPROVED BY

DATE 3/19/15

CONTROLLER OR OFFICER DESIGNATED BY

APPROVED BY

DATE

ENCUMBRANCE NUMBER

CHECK DATE OF ENCUMBRANCE INTO NUMIS

CHECK HERE IF DISCOUNT IS CONTEMPLATED

MAKER

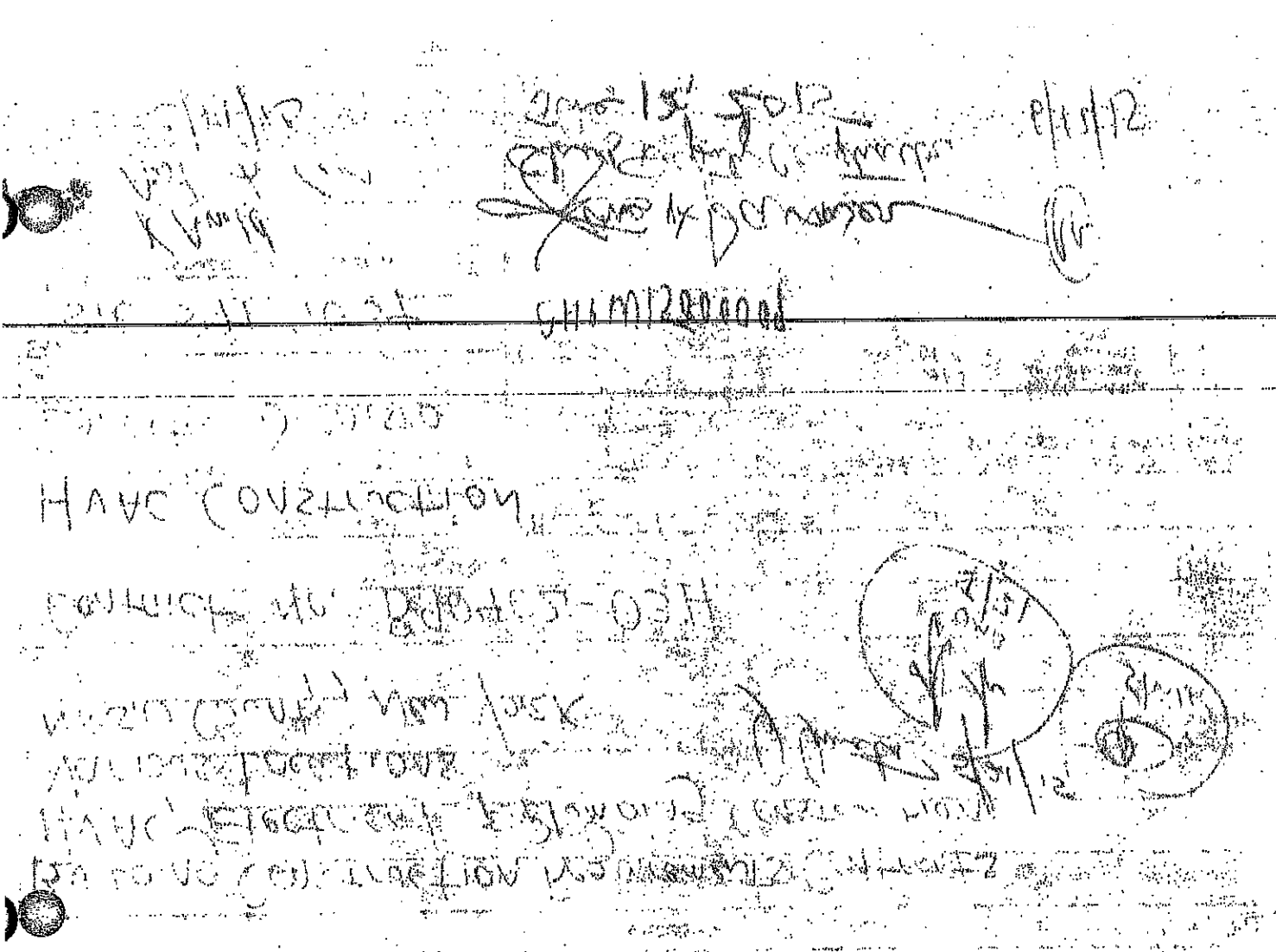
DATE

NUMIS 650 (11/83) 20M

WHITE = COMPTROLLER COPY

PINK = DEPARTMENT COPY

CO-677. 10/91 rev.8/06



COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW1500009

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
5	18	15	CAP	☑	☐	☐	CHPW1500009	PW	B90402-03H

VENDOR INFO.

ID: 112722111

Name: (30) HiTech Air Conditioning Service, Inc.

Address: (30) 60 OTis Street

(30)

(30) West Babylon, NY 11704

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	90402	000	PWCAPCAP	00004		500,000	00
2							
3							
4							

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT 500,000 00

DEPARTMENT - PREPARED BY

NAME

DATE 5/18/15

DEPARTMENT - APPROVED BY

NAME

DATE

COMPTROLLER'S CERTIFICATION

I hereby certify that an unencumbered balance sufficient to cover the foregoing contract is held in the appropriation to be charged.

CONTRACT NUMBER

NAME

DATE

CERTIFICATE OF ACCEPTANCE INTO NUMIS

I certify that this document was accepted into NUMIS

NAME

DATE

CHECK IF THIS DOCUMENT IS CONTINUED

PAGE

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677. 10/91 rev.9/06

CONTRACT INSURANCE

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE
BUILDER'S RISK INSURANCE

OWNER'S PROTECTIVE INSURANCE

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/29/2014

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 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	CONTACT NAME: Laura Scherer
Cotgreave Insurance Agency, Inc. 558 Portion Rd. Ronkonkoma NY 11779	PHONE (A/C, No, Ext): (631) 981-5400 FAX (A/C, No): (631) 981-5448 E-MAIL ADDRESS: lscherer@get-insured.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Harleysville Ins Co Of New York 10674
INSURED Hi Tech Air Conditioning Services, Inc. 60 Otis Street West Babylon NY 11704-1406	INSURER B: Harleysville Insurance Company 647
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL14102709735 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BLANKET AI ENDT X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			MPA00000059858H	11/1/2014	11/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA00000043659R	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CMB00000085311R	11/1/2014	11/1/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Nassau County Department of Public Works is an Additional Insured under the General Liability policy when required by written contract.

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

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

W Cotgreave/ELIZAB

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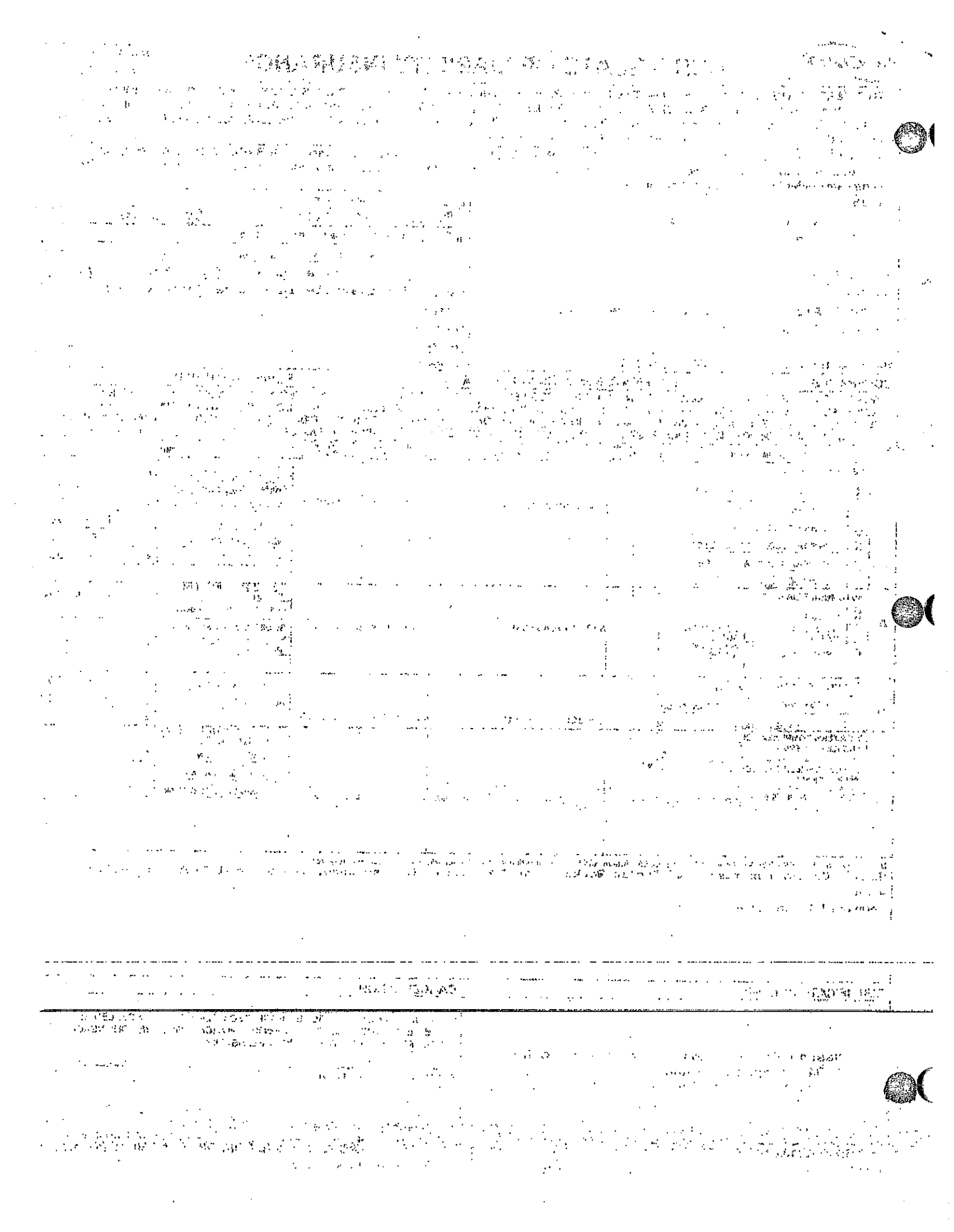


New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 112722111
HI-TECH AIR CONDITIONING
SERVICE INC.
60 OTIS STREET
WEST BABYLON NY 11704

POLICYHOLDER	CERTIFICATE HOLDER
HI-TECH AIR CONDITIONING SERVICE INC. 60 OTIS STREET WEST BABYLON NY 11704	NASSAU COUNTY DPW 1194 PROSPECT AVENUE WESTBURY NY 11590

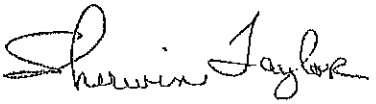
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G 1263 653-6	68862	04/01/2012 TO 04/01/2016	1/22/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1263 653-6 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

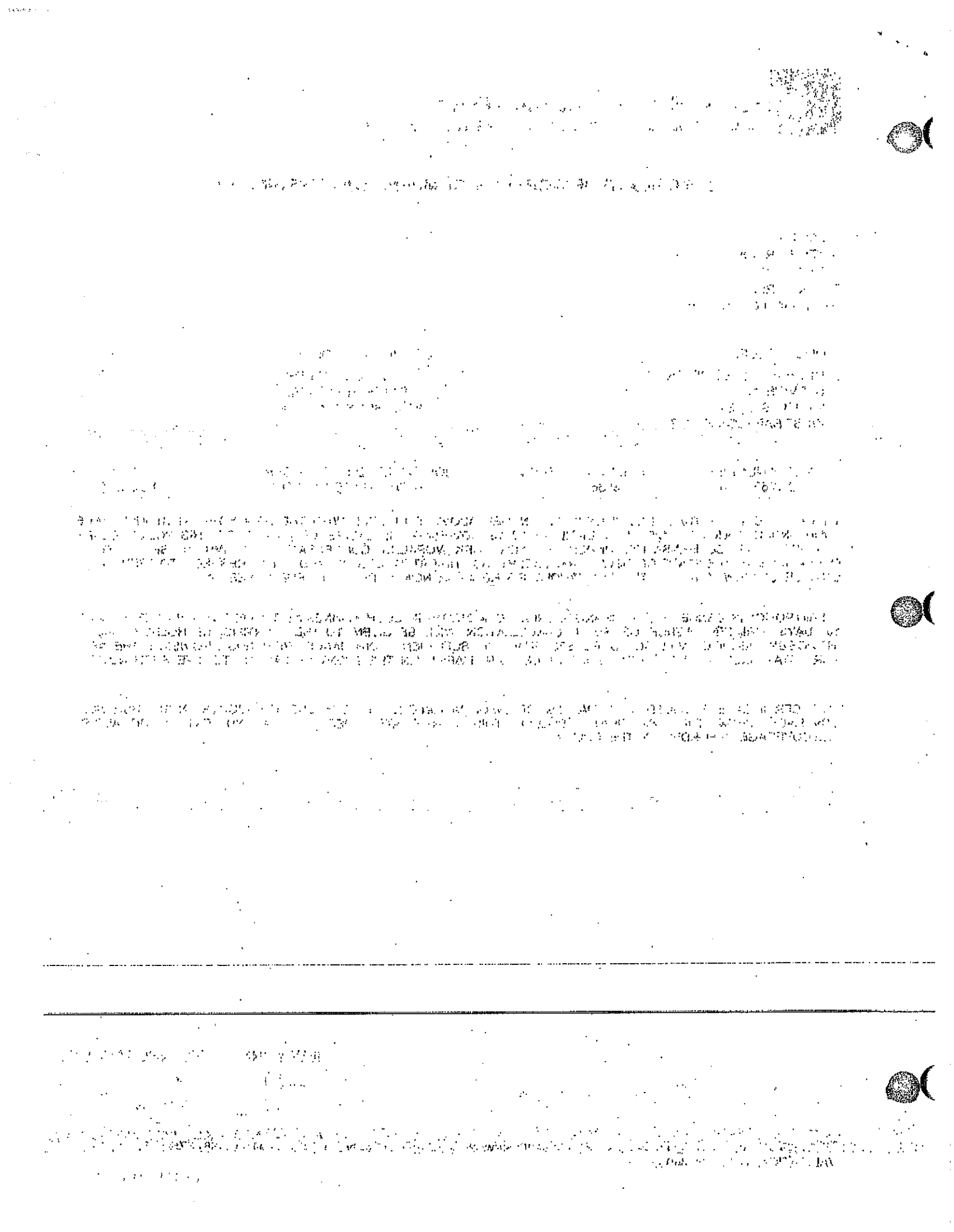
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 849963698



FORM OF PERFORMANCE BOND

Bond #015047858

KNOW ALL MEN BY THESE PRESENTS,

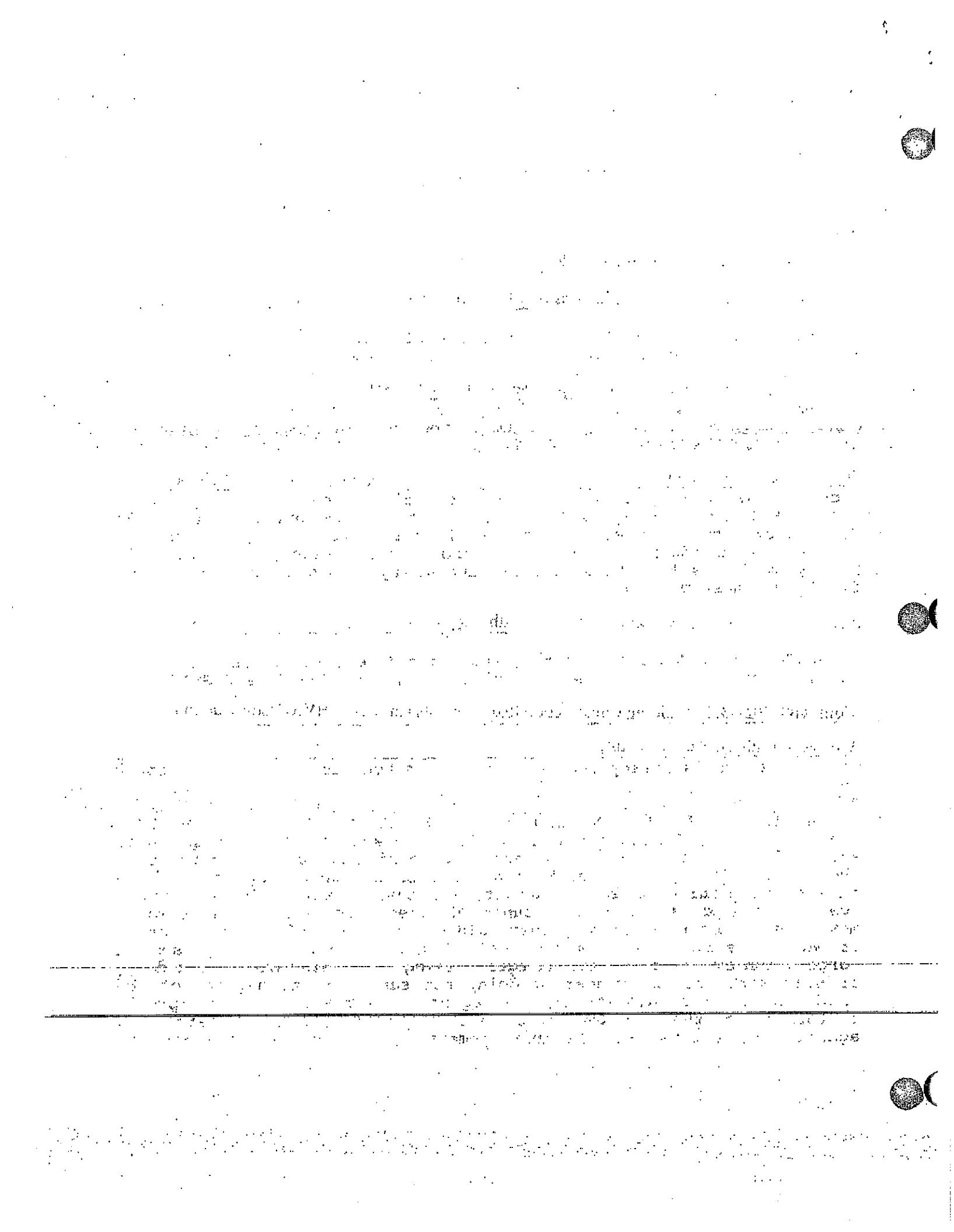
that Hi-Tech Air Conditioning Service, Inc. (hereinafter called the "Contractor") and The Ohio Casualty Insurance Company a corporation created and existing under the laws of the State of NH, and licensed to do business in the State of New York, having its principal office in the city of 62 Maple Ave., Keene, NH 03431 (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

Three Million and 00/100 Dollars ($3,000,000.00) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of May, 2015

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the
Cont. #B90402-03H - Building Construction Requirements Contract - HVAC Construction,
Various Locations, Nassau County
which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by



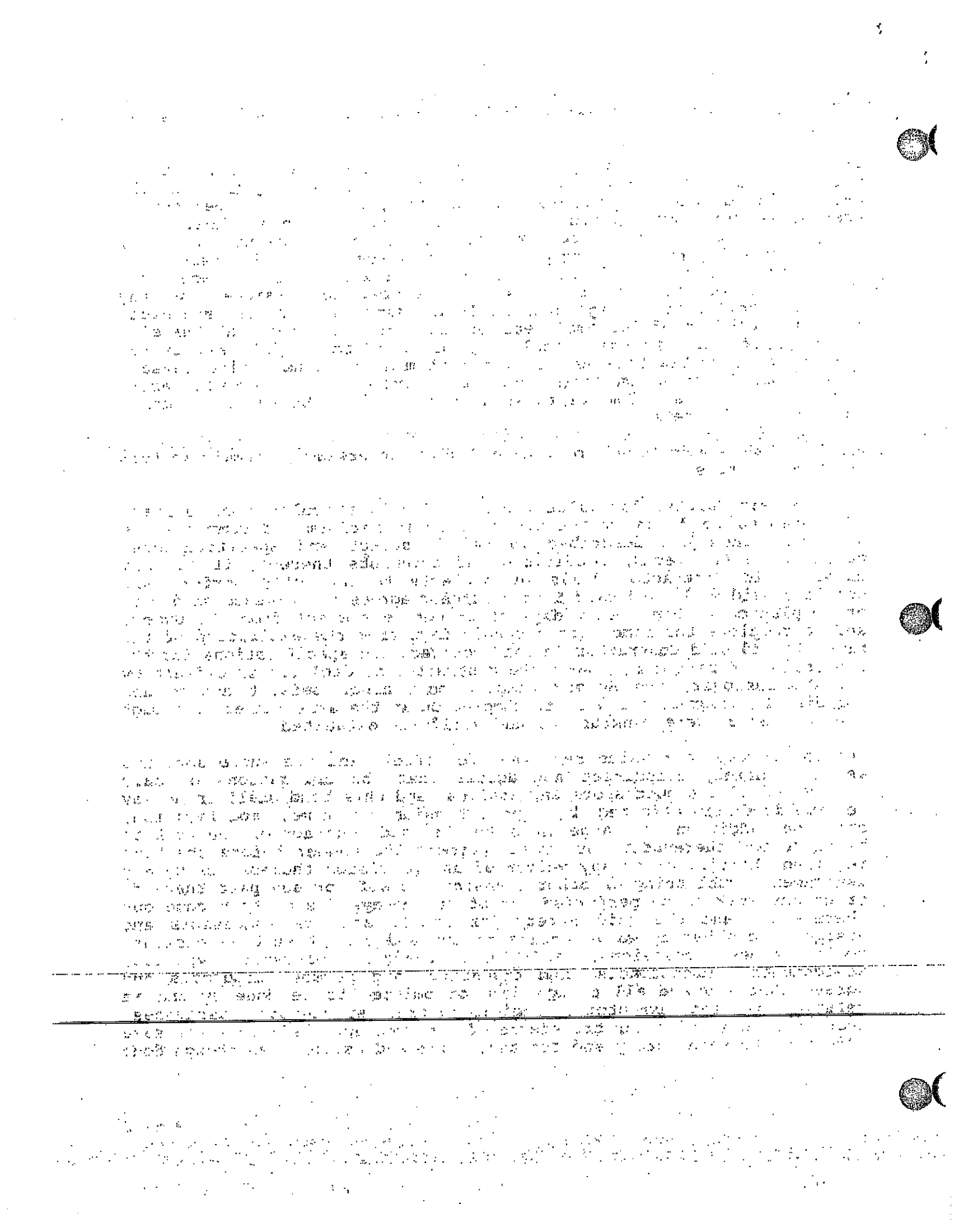
reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done



or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

Hi-Tech Air Conditioning Service, Inc.
Contractor

. by _____ (L.S.) (Corporate seal of Contractor if a corporation)
JOSEPH SIANO, PRESIDENT

by _____ (L.S.)
Title

by _____ (L.S.)
Title

The Ohio Casualty Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Robert Kempner, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Witness

(Acknowledgment by Contractor if a corporation)

STATE OF NewYork)

ss.:
COUNTY OF Suffolk)

On this 14th day of May , 20 15 , before me personally came Joseph Siano to me known, who, being by me duly sworn, did depose and say for himself, that he resides in West Islip, NY that he is the President of the Hi Tech Air Cond Svc. Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2015

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6120 [illegible]
Qualified in Suffolk County
Commission Expires Sept. 22, 20[illegible]

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:)
COUNTY OF Nassau)

On this 14th day of May , 20 15 , before personally came Robert Kempner to me Known, who being by me duly sworn, did depose and say that he resides in Seaford, NY

that he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Lynn Ann Infanti further said that he is acquainted with Robert Kempner and knows him to be the Attorney-In-Fact of said company; that the signature of the said Robert Kempner subscribed to the within instrument is in the genuine handwriting of the said Robert Kempner and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Lynn Ann Infanti

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified in Suffolk County
Commission Expires March 29, 2018

Notary Public

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6009497
Qualified in Suffolk County
Commission Expires March 29,

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930503

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

all of the city of Plainview, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2015.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

idual value guarantees.

currency rate, interest rate o

To confirm the validity of this Power of Attorney call

Liberty Mutual. SURETY

THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets

Cash and Bank Deposits	$43,932,573
*Bonds — U.S Government	547,397,728
*Other Bonds	2,903,769,303
*Stocks	518,897,935
Real Estate	25,443,814
Agents' Balances or Uncollected Premiums	615,465,262
Accrued Interest and Rents	30,306,138
Other Admitted Assets	722,949,543
Total Admitted Assets	**$5,408,162,296**

Liabilities

Unearned Premiums		$1,006,108,608
Reserve for Claims and Claims Expense		2,700,691,942
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		199,448
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		171,379,248
Total		**$3,878,379,246**
Special Surplus Funds	$ 8,632,698	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	778,466,455	
Surplus to Policyholders		**1,529,783,050**
Total Liabilities and Surplus		**$5,408,162,296**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE OHIO CASUALTY INSURANCE COMPANY

Of Keene, New Hampshire

a corporation organized under the laws of the State of New Hampshire and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,384,118,481 (Capital $4,500,000) as is shown by its sworn financial statement for the end of the year as of December 31, 2013, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

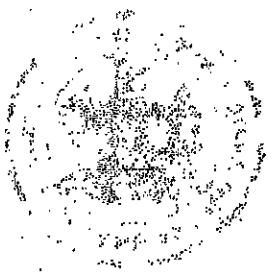
In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 4th day of March, 2014

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov



TO BE ATTACHED AND FORM A PART OF BOND NO. 015047858

STATE OF NEW YORK

COUNTY OF NASSAU

The undersigned, Robert Kempner duly sworn, deposes and says:
That she/he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company Surety on the attached bond, and that a Certificate of the Solvency of the Surety, as provided for in Section 327 and Section 1111 of the Insurance Law of the State of New York was issued by the Superintendent of Insurance of the State of New York and has not been revoked.

Subscribed to and sworn before me this 14th day of May XXX2015

The Ohio Casualty Insurance Company
(Surety)

BY: Robert Kempner,

Robert Kempner, Attorney-In-Fact

(Notary)

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004351
Qualified In Suffolk County
Commission Expires March 23, 2018

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6006421
Qualified in Suffolk County
Commission Expires March 25,

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: "Bond #015047858

that Hi-Tech Air Conditioning Service, Inc., 60 Otis St., West Babylon, NY as Principal,
(Here insert the name and address, or legal title, of the Contractor)

hereinafter called Principal, and The Ohio Casualty Insurance Company,

a corporation of the State of NH, and licensed to do business in the State of New York, with its home office in

62 Maple Ave., Keene, NJ 03431, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Three Million and 00/100 Dollars ($ 3,000,000.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated May 13, 2015 entered into a contract with Owner for,
Cont. #B90402-03H - Building Consturciton Requirements Contract - HVAC Construction,
Various Locations, Nassau County,
which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
   a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
   c. Other than in a court of competent jurisdiction in and for the County of Nassau.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 14th day of May 20 15

Hi-Tech Air Conditioning Service, Inc.
Contractor

by _____ (L.S.)
JOSEPH SIANO, PRESIDENT
Title if a corporation)

(Corporate seal of Contractor

by _____ (L.S.)
Title

The Ohio Casualty Insurance Company
Surety

by _____ (L.S.)
Robert Kempner, Attorney-In-Fact
Title of Officer

Attest: _____ (L.S.)
Witness
Title of Officer

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:)
COUNTY OF Suffolk)

On this 14th day of May , 2015 , before me personally came Joseph Sinno to me known, who, being by me duly sworn, did depose and say for himself, that he resides in West Islip, NY that he is the President the Hi-Tech Air Cond Svc Inc the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

SILVIA M. ADAIR
Notary Public, State of New York
No. 01AD6098957
Qualified in Suffolk County
Commission Expires Sept. 22, 2015

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

SILVIA M. AGUAR
Notary Public, State of New York
No. 01AG6[illegible]557
Qualified in Bronx County
Commission Expires Sept. 22, 20[illegible]

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 14th day of May , 2015 , before me personally came Robert Kempner to me Known, who being by me duly sworn, did depose and say that he resides in Seaford, NY

that he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Lynn Ann Infanti further said that he is acquainted with Robert Kempner and knows him to be the Attorney-In-Fact of said company; that the signature of the said Robert Kempner and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Lynn Ann Infanti

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004851
Qualified in Suffolk County
Commission Expires March 29, 2018

Notary Public

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6930502

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph Sforzo; Robert Kempner; Robert W. O'Kane; Susan P. Hammel

all of the city of Plainview, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 20 15.

By: _____
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 8:00 AM and 4:30 PM EST on any business day.

LMS 12873 122013

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets

Cash and Bank Deposits	$43,932,573
*Bonds — U.S Government	547,397,728
*Other Bonds	2,903,769,303
*Stocks	518,897,935
Real Estate	25,443,814
Agents' Balances or Uncollected Premiums	615,465,262
Accrued Interest and Rents	30,306,138
Other Admitted Assets	722,949,543
Total Admitted Assets	**$5,408,162,296**

Liabilities

Unearned Premiums		$1,006,108,608
Reserve for Claims and Claims Expense		2,700,691,942
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		199,448
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilties		171,379,248
Total		**$3,878,379,246**
Special Surplus Funds	$ 8,632,698	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	778,466,455	
Surplus to Policyholders		**1,529,783,050**
Total Liabilities and Surplus		**$5,408,162,296**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE OHIO CASUALTY INSURANCE COMPANY

Of Keene, New Hampshire

a corporation organized under the laws of the State of New Hampshire and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,384,118,481 (Capital $4,500,000) as is shown by its sworn financial statement for the end of the year as of December 31, 2013, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 4th day of March, 2014

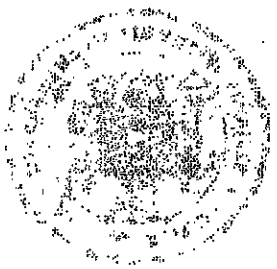
Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov

NYS INS 11FLOOR Fax:4245022 Mar 4 2014 13:35 P.02



TO BE ATTACHED AND FORM A PART OF BOND NO. 015047858

STATE OF NEW YORK

COUNTY OF NASSAU

The undersigned, Robert Kempner duly sworn, deposes and says: That she/he is the Attorney-In-Fact of the The Ohio Casualty Insurance Company Surety on the attached bond, and that a Certificate of the Solvency of the Surety, as provided for in Section 327 and Section 1111 of the Insurance Law of the State of New York was issued by the Superintendent of Insurance of the State of New York and has not been revoked.

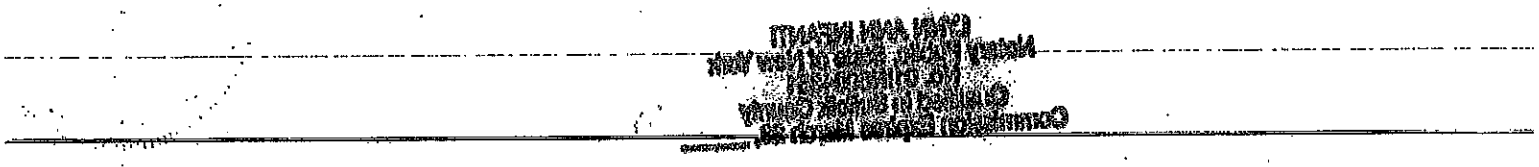
Subscribed to and sworn before me this 14th day of May XXX2015

The Ohio Casualty Insurance Company
(Surety)

BY: Robert Kempner
Robert Kempner, Attorney-In-Fact

(Notary)

LYNN ANN INFANTI
Notary Public, State of New York
No. 01IN6004861
Qualified in Suffolk County
Commission Expires March 23, 2018



BUILDING CONSTRUCTION REQUIREMENTS CONTRACT

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

SECTION I

PART 1 – GENERAL

1.01 Work to be Performed

A. The work covered under this contract deals with providing the necessary labor and materials to construct, modify, demolish, rehabilitate or renovate buildings as shown on drawings/sketches and /or specified to be provided with each work order issued by the Commissioner of Public Works or his duly authorized representative.

B. This contract is intended to cover a number of individual locations from time to time by the issuance of a work order. The Contractor shall submit a detailed estimate of not-to-exceed cost and a schedule for each work order, and, if and when agreed to by the Commissioner or his duly authorized representative, will be authorized to proceed. The estimate shall include a complete itemized breakdown of labor, material, equipment and sub-contractor costs. One set of shop drawings and Operation & Maintenance manuals shall be submitted for approval for all equipment supplied.

C. **To assist you in the bidding process, we have estimated that the expenditures for the Electrical Contract bid herein is approximately $3,000,000 for a two (2) year period, the HVAC Contract bid herein is approximately $3,000,000 for a two (2) year period, and the Plumbing Contract bid herein is approximately $3,000,000 for a two (2) year period.**

D. Be advised that these figures are provided for your guidance only and is not to be interpreted as an indication that this or any specific dollar amount or cost ceiling is contemplated through the establishment of the contract being bid at this time.

E. The amount of the bid bond, performance bond and labor and material payment bonds for this contract shall be as follows, the cost for which shall be borne by the Contractor:

Contract	Bid Bond	Performance Bond	Labor and Material Payment Bond
Electrical	$200,000.00	$2,000,000.00	$2,000,000.00
HVAC	$200,000.00	$2,000,000.00	$2,000,000.00
Plumbing	$200,000.00	$2,000,000.00	$2,000,000.00

The performance bond and the labor and material payment bond are to be submitted upon execution of the contract as indicated in the Instructions to Bidders.

F. Should the County deem it advisable, the County shall have the right to request, and the Contractor shall provide, additional Performance and Labor and Material Payment Bonds in the amount determined by the County.

G. The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local regulations.

H. The Contract may be extended for another two (2) years, and for $1,500,000.00 per year, upon mutual agreement between the Contractor and the Department and upon written authorization from the Commissioner of Public Works. An extension to the contract may be allowed contingent upon the following:

1. The same terms and conditions of the Contract will apply, including all bid prices indicated in the contract proposal;
2. The Contractor must have demonstrated that all Work Orders Issued to date under the contract have been completed and/or Progressed to the satisfaction of the Commissioner of Public Works.

1.02 Period Covered

A. This Requirements Contract shall be for a term of 730 calendar days from the date of the Contract start notice (Notice to Proceed).

B. The Department reserves the right to cancel the Contract 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 canceled.

C. If, in the course of this Contract, the New York State Department of Labor raises the prevailing wage rates, the Contractor may pass on to the County the actual additional amount required to be paid.

1.03 Required Insurances

A. Prior to the execution of this Contract, the Contractor, at his own expense, must furnish insurance policies as described in Article 17 of the Agreement.

B. The contractor shall assume all responsibility for the insurance requirements of his subcontractors. All insurance policies must remain in effect throughout the duration of this contract. Certificates of policies, with a minimum of twenty (20) day written notice of cancellation clauses, shall be delivered to the County upon the signing of the Contract. The actual policy shall be submitted within (20) days after signing the Contract.

C. All insurance coverage as stipulated herein shall be subject to verification and approval of the Bureau of Real Estate, Insurance and Workers Compensation.

1.04 Qualifications of Bidders

A. Bidders Must:

1. Have a minimum of five (5) years experience as a prime General Contractor in the construction or renovation of buildings.

2. Have averaged a minimum of $2,500,000 of construction value per year over the past five (5) years, in building work.

3. Be licensed in their particular trade or occupation by the Town of Oyster Bay, Hempstead, or North Hempstead or by the Cities of Glen Cove or Long Beach.

1.05 Work Orders

A. No work is to be undertaken, nor will any compensation be made, without the issuance of a work order signed by the Commissioner or his duly authorized representative.

B. Prior to issuing such work order, the Commissioner shall assure sufficient funds have been duly appropriated and encumbered for the purpose, as evidenced by the County Comptroller's certification on the appropriate Comptroller form.

C. Upon issuance of a work order, the Contractor shall mobilize his forces and commence work within seventy-two (72) hours unless:

1. The Commissioner and Contractor agree to a shorter period of time; or

2. The Commissioner directs the Contractor to mobilize and commence work after a longer period of time.

1.06 Communication

A. The Contractor shall provide the County inspector a "smart" cell phone with battery charger, hands free car set and chords for the entire term of the contract. The cost of the unit, accessories and related usage fees shall be included in the Contractors overhead and profit (OH&P) percent markup as bid on the form of proposal.

PART 3- EXECUTION

3.01 Contractors Operations

A. Prior to the issuance of a Work Order, the Contractor must visit the site and shall become familiar with the special conditions at the site, which must be considered during the work. These conditions include but are not limited to:

1. The possibility of the building systems remaining in operation during Construction activities;

2. Limited truck access to the area(s) of the building;

3. Sole entrance/exit way to each leading to the outside; and,

4. The building or structure being occupied and in use by Nassau County personnel, using agencies or the general public.

B. The Contractor is responsible for restoring the work area and auxiliary areas utilized during the performance of his work to conditions equal to or better than original. Any damages caused during the performance of his work shall be repaired by the Contractor at no additional expense to the County.

C. The Contractor shall protect the County's property from damage and loss arising in connection with this Contract and his work activities. He shall repair/replace any damaged caused by his operation except as caused by agents or employees of the County. He shall provide all protection required by any public authority for the safety of the public and building occupants. He shall be responsible for all parts of his work until such work is accepted by the County.

D. The Contractor shall provide all labor, materials, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local laws, codes and regulations.

E. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflicts among the requirements or with these specifications exist, the most stringent requirements shall apply.

3.02 Quality Assurance

A. The Contractor hereby agrees to repair any imperfections that may arise, and to maintain in a manner satisfactory to the Commissioner, all of his work for a period of one (1) year from the date of final expiration of the Contract. The Contractor also agrees, for this period, to indemnify and save harmless the County, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

3.03 Contractors Use of Premises

A. Use of Site: Confine operations to areas within the contracts limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

C. Equipment, furniture, etc., that will need to be moved by the Contractor for the work to proceed, will be moved back by him to its original locations unless otherwise instructed by the Commissioner or his duly authorized representative.

D. All work to be done in existing buildings or any other work, which might affect the operation of the existing building(s), shall be done at the convenience of the County. The County shall be notified of this work in sufficient time so that the proper arrangements may be made.

E.

D. The Contractor shall maintain unobstructed entrance and exit to and from areas of building operations.

****End of Section****

BUILDING CONSTRUCTION REQUIREMENTS CONTRACT

BASIS OF PAYMENT

SECTION II

PART 1 – GENERAL

1.01 Basis of Payment

A. 1. The Contractor is advised that the County may use only one item of work or may use multiple items of work for each proposed work order.

2. For each Work Order, the Contractor shall submit a written scope of work outlining in detail, the appropriate items and estimated quantities of each. The proposal shall include the total cost, which is subject to revision depending on actual quantities entailed in the project. The Contractor will be paid on the basis described below. All payment vouchers shall be supported by adequate documentation that verifies that the costs were incurred by the Contractor.

3. The Contractor shall be responsible for and shall include in its unit bid prices any and all fees or charges imposed by Federal, State and Local laws, rules and regulations applicable to the work specified herein.

4. Bid prices shall include all costs necessary to perform the work described within the applicable work item including, but not limited to; labor; materials; equipment; disposal; insurance; filing fees; overhead; and profit.

5. For all work orders over $100,000, the Contractor shall submit a MBE/WBE Utilization Plan, making a good faith effort to utilize such suppliers and sub-contractors, as detailed in Appendix EE of the Agreement.

B. Labor

1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract.

2. Payment to the Contractor shall include wages and supplemental benefits per the current New York State Department of Labor schedule of prevailing wage rates plus overhead and profit percentage as bid and shown on the Form of Proposal.

3. Transportation to and from the work site, site visit(s) to review proposed work, and time expended for estimating and purchasing of materials is considered part of the Contractors overhead and profit, and as such no additional payment will be made under any work order for these activities.

4. The overhead and profit percentage shall include all other costs associated with labor not specifically indicated in the New York State schedule of prevailing wage rates. Such other costs may include, but is not limited to, the following:

   a. FICA

   b. Worker's Compensation Insurance

   c. NYS Unemployment Insurance

   d. Profit

   e. Contractor's Public Liability Insurance

   f. Owner's Contingent Liability Insurance

   g. Other Insurance Costs

   h. Fringe Benefits for Worker's, other than those listed within the NYS Department of Labor schedule of prevailing wage rates.

C. Materials

1. The Contractor shall be paid for the actual cost of materials, exclusive of sales tax, delivered to the job site for incorporation into the work denoted on the work order plus overhead and profit (OH &P) percent markup as bid on the Form of proposal.

2. The following types of materials will be paid for by the County in order for the Contractor to perform the work: Saw blades, caution tape, temporary protection materials and single use items such as push brooms, trash bags, cleaning supplies, work gloves, or any such items at the sole discretion of the Commissioner or his duly authorized representative.

3. The following types of materials will <u>not</u> be paid for by the County, and is considered part of the Contractor's overhead and profit: Hand and power tools, extension cords, ladders, and other small tools as needed to perform the work.

D. Subcontractors

1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor, using the same percentages as shown on the proposal sheet. The Contractor may add (10) percent of the subcontractor's labor and material cost as remuneration for administration. A lump sum proposal for sub-contracted work is allowable only if authorized by the County.

2. Only subcontractors, which have received prior approval by the County, shall be used in execution of the Contractor's work.

3. Three (3) cost proposals are required for all work which is to be sub-contracted in excess of 50,000.00 and for major equipment items purchased in excess of $100,000.00.

E. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval from the County for such use, which is owned by the Contractor, will be paid for at the rate published in the Rental Rate Blue Book, exclusive of sales tax.

2. Payment for equipment which is rented (exclusive of hand tools and minor equipment), with the prior approval of the County for such use, will be paid for on the basis of submittal of an original paid invoice, including operating costs and sales tax as may be required by law.

F. Original invoices must be submitted to support all requests for payment.

G. As set forth in Section 1.01, Paragraph F, should the County request that the Contractor provide additional Performance and Labor and Material Payment Bond amounts, the County shall, upon presentation of original invoices with the Contractor's request for payment, reimburse the Contractor for the premium amount directly attributable to the additional Bond requirement costs.

H. Requests for Payment

1. Payment will be on a work order basis after completion of all work specified therein, or on a monthly basis, subject to the approval of the Commissioner or his duly authorized representative. The Contractor shall prepare a Nassau County Claim Voucher (furnished by the Department of Public Works)

supported by the original daily work reports (signed by both the County representative and the Contractor) describing the work performed and detailing the hours worked by each trade designation and extending the hours by the rates bid (prevailing wage rate plus the labor percentage bid amount). Labor costs shall be attested to by a principal of the Contractors firm, and certified payrolls are required for all work performed.

2. Equipment rentals and material purchases must be supported by original paid invoices secured by the Contractor.

3. When approved by the applicable Department personnel, the claim voucher will be processed for payment.

****End of Section****

Contract ID#: CQPD13-000017

Department: POLICE

E-111-16

Contract Details

SERVICE Security Services

NIFS ID #: CLPD16-000004 NIFS Entry Date: 4.12.16 Term: from 12/01/2013 to 11/30/2017

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name American Security Technologies, Inc. d/b/a Life Button 24	Vendor ID# **11-2850362**
Address 1 Commercial Avenue Garden City, New York 11530	Contact Person Kenneth Mara
	Phone (516) 294-6434

County Department
Department Contact Lt. Kenneth Strigaro
Address 1490 Franklin Avenue Mineola, NY 11501
Phone (516) 573-7400

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	4-12-16		
4/18/16	OMB	*NIFS Approval (Contractor Registered)* ☑	4/18/16		Yes ☐ No ☐ Not required if blanket resolution
4/19/16	County Attorney	*CA RE & Insurance Verification* ☑	4/19/16		
4/19/16	County Attorney	*CA Approval as to form* ☑	4/20/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
4/26/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	4/26/16		

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
MAY -3 P 1:52

Contract ID#: CQPD13-000017

Department: POLICE

Contract Summary

Description: Contract for Security Services for the Nassau County Police Department.

Purpose: To provide the Nassau County Police Department cellular based GPS tracking units for personal use. These tracking units will allow the user the ability with the push of a single button, to notify the police Department via its 911 call center, of threat to life situations or other serious police emergencies for immediate police response.

Method of Procurement: The County put out an RFP on May 28, 2013 resulting in three vendors submitting sealed bids by August 7, 2013. The bids were opened and evaluated. All three vendors were invited to present their proposal to the evaluation committee and provide a device for testing.

Procurement History: After evaluation of each proposal and testing of the tracking unit, World Wide Security Group was chosen to be the vendor.

Description of General Provisions: The tracking devices will enable the Department to locate and communicate in real time with persons of concern, dignitaries, as well as high risk individuals upon activation of the devices any where they may go. The tracking units will work in conjunction with monitoring software that will allow police personnel the ability to easily locate the unit's location and continuously update its position until the situation is rectified.

Impact on Funding / Price Analysis: None. This amendment purpose is to revise the scope of services, revise the fee schedule and exercise a renewal option.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DF552
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DF552	$0.01
2		$
3		$
4	4/19/16	$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: D/Sgt. Tara Comiskey Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 4/25/16
Date	Date	(For Office Use Only) E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: American Security Technologies, Inc. d/b/a Life Button 24

CONTRACTOR ADDRESS: 1 Commercial Avenue Garden City, NY 11530

FEDERAL TAX ID #: 11-2850362

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on March 25, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after after a written request for proposals was issued on October 11, 2012. Potential proposers were made aware of the availability of the RFP by Newsday. 5 of potential proposers requested copies of the RFP. Proposals were due on August 7, 2013 . 3 proposals were received and evaluated. The evaluation committee consisted of: D/Sgt. Devin Ross, Lt. Kenneth Strigaro, Sgt. Chris Barricelle . The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☑ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/12/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Nassau County Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

THOMAS C. KRUMPTER
ACTING COMMISSIONER

Contractor Evaluation Form

Contract Number: CQPD13-000017.

Contract Name: American Security Technologies.

Service Provided: Tracking Units w/ single button notification to NCPD 911.

Evaluation Period: From: _____ **To:** _____

Evaluator's Name, Title, Phone #: D/LT Ken Strigaro (516) 573-7500

Date: 4/12/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO JOANNE OWEIS, LEGAL BUREAU 573-7210

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				/	
b. Timeliness of Service				/	
c. Cost Effectiveness			/		
d. Responsiveness to NCPD Requests				/	/
e. Number of Complaints				/	
f. Problem Resolution				/	
Overall Performance Evaluation				/	

Do you recommend the contractor for future contracts? (Yes) *No*

If rated 3 or lower & Yes checked, please explain below:

Exhibit A

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? If yes, to what campaign committee?

NONE

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: American Security Technologies Inc. DBA – Lifebutton 24

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. MARA,

Title: President

Rev. 3-2016

UNIQUE ID NUMBER

[redacted]

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. [redacted]

EFFECTIVE DATE

MO.	DAY	YR.
06	07	15

EXPIRATION DATE

MO.	DAY	YR.
06	08	17

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS,

WORLD WIDE SECURITY SYSTEMS
ONE COMMERCIAL AVE
GARDEN CITY, NY 11530

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS.

QUALIFIER: MARA KENNETH F

In Witness Whereof, the Department of State has caused its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

American Security Technologies, Inc / Life Button 24

Protecting the important things in life since 1984, AST/LB24 continues to embrace the changing needs of its customers in Nassau and Suffolk counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our company is a well-known leading provider of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. AST/LB24 was nationally ranked as one of the Top 100 security companies in the U.S. by Security Dealers Magazine, with trained personnel who are available 24 hours a day, 7 days a week, and 365 days a year.

Kenneth F. Mara, CEO & President

Ken formed the Company in1984 and has served as its CEO and President for more than 30 years. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the company, his wife Patricia, handles the administration side. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years.

Joseph Ingegno, Senior Vice President

Joe co-founded the company with Ken Mara and has over 32 years' experience in the security industry. As Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as how to Reduce False Alarms and How to choose the Right Alarm Company for your Home or Business. He is also knowledgeable in the latest technology in access control; home theatre and multi-room audio. Joe has conducted numerous seminars on training alarm technician in all low voltage applications.

Mark Simson, Chief Financial Officer

Serving as CFO for AST/Life Button 24, Mark is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Mark oversees the execution of all operations and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. In addition to other accomplishments, Mark was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.

NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is: (CHECK ONE)
☐ New
☐ Change

INSTRUCTIONS: Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

Mail to: Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501
Or Fax to: (516) 571- 2533 or email to comptrollerclaims@nassaucountyny.gov

Section I – Vendor Information

1. **Federal ID No. or Social Security No.** 112850362
2. **Vendor Name:** American Security Technologies, Inc dba LifeButton24
3. **Vendor Remittance Address:** One Commercial Avenue, Garden City, New York 11530
4. **Vendor Contact Person:** Patricia Mara
5. **Vendor Contact Telephone No.:** 855-566-9111
6. **Vendor E-Mail Address:** pmara@gcalarm.com
7. **Please answer the four questions below. Unanswered questions will delay payment.**
   - A. The vendor/payee ID number provided above is: Federal ID# ✓ Social Security #
   - B. Is vendor/payee incorporated: Yes ✓ No
   - C. Is a medical or legal service ever provided by vendor: Yes No ✓
   - D. Is vendor/payee an employee of Nassau County: Yes No ✓

Section II- Financial Institution Information- Complete this section only if you would like to be paid electronically

8. **Routing Transit Number:** [redacted]
   (Located at the bottom of your check)
9. **Bank Account Number:** [redacted]
10. **Account Name** *(Your name on the account)*: [redacted]
11. **Bank Name:** [redacted]

Check here ☐ if you wish to be removed from electronic payments and would like to receive paper checks.

12. Vendor Certification: **Certification-Under penalties of perjury, I certify that**: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge. **Certification Instructions**-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.
I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

[redacted] Kenneth F. Mara, Pres. 3/17/16

Authorized Signature **Print Name/Title** **Date**

[redacted]

WORLDWIDE/TELESTAT/GC ALARM/ VISION - OPERATING ACCOUNT

[redacted]

SUPERIOR PRESS (888) 590-7998 JB 3244349

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

[redacted]

WORLDWIDE/TELESTAT/GC ALARM/ VISION
ONE COMMERCIAL AVENUE
GARDEN CITY, NY 11530
516-294-6434

WELLS FARGO Wells Fargo Bank, N.A.

VOID

DATE AMOUNT

PAY
TO THE
ORDER
OF:

OPERATING ACCOUNT

AUTHORIZED SIGNATURE

[redacted]

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Shelter Rock STRATEGIES
300 Garden City Plaza
Garden City, NY, 11530
516-294-4000
MARC ALESSI, RICHARD MARSH

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Yes - registered in Nassau County, NY

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

American Security Technologies, Inc
DBA - Lifebutton 24
1 Commercial Ave.
Garden City NY 11530
516-855-566-9111

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

MARC Alessi & Richard MARSH made introductions and attended meetings on behalf of American Security Technologies DBA Lifebutton 24 with Nassau County.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County - all departments
Nassau County Police Department

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. Mara

Title: President

The term <u>lobbying</u> 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.

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

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 Kenneth F. MAPA
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1 Commercial Ave. Garden City NY
   City/state/zip Garden City NY 11530
   Telephone 516-855-566-9111
   Other present address(es) (NONE)
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/8/84 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ 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. I own 100% of business.

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 not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   OWNER OF: GC ALARM, INC.
   Vision Monitoring Services, INC
   World Wide Security
   TeleSTAT Security
   RAINBOW Protection
   DART SECURITY

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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April 2016

[redacted]
Notary Public

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2017

American Security Technologies, INC - DBA - Lifebutton 24
Name of submitting business

Kenneth F. MARA
Print name

[redacted]
Signature

President
Title

4 / 4 / 16
Date

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: 4-4-16

1) Proposer's Legal Name: American Security Technologies, Inc

2) Address of Place of Business: One Commercial Ave, Garden City, NY 11530

List all other business addresses used within last five years: None

3) Mailing Address (if different): Same

Phone: 855-566-9111

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2850362

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ 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, 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.

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.

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 charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

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 conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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 conflicts exist.

(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 conflicts 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 conflicts 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.
No conflicts exists.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 9-8-1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; — See below Ken Mara

iii) Name, address and position of all officers and directors of the company; — See resume attached

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 20

vi) Annual revenue of firm; 2015 [redacted]

vii) Summary of relevant accomplishments See attached

viii) Copies of all state and local licenses and permits. See attached

B. Indicate number of years in business. 32 years

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

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 East Williston U.F.S.D.

Contact Person Nicholas Fusco

Address 11 Bacon Road

City/State East Williston, NY 11568

Telephone 516-333-2559

Fax # 516-333-1937

E-Mail Address fuscon@ewsdonline.org

[redacted]

Kenneth F. Mara

[redacted]

Company GTX Corporation

Contact Person Andrew Duncan

Address 117 West 9th Street

City/State Los Angeles, CA 90015

Telephone 213 - 489 - 3019

Fax #

E-Mail Address aduncan@gtxcorp.com

Company Urban Resource Institute

Contact Person Richard Kerr

Address 75 Broad Street, Ste 505

City/State NY, NY 10004

Telephone 212 - 203 - 4862

Fax # 646 - 588 - 0033

E-Mail Address rkerr@urinyc.org

CERTIFICATION

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I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April 2016

[redacted]
Notary Public

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2017

Name of submitting business: American Security Technologies, Inc.

By: Kenneth F. MARA
Print name

[redacted]
Signature

President
Title

4, 4, 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: American Security Technologies, Inc

Address: One Commercial Ave, Suite 200

City, State and Zip Code: Garden City, N.Y. 11530

2. Entity's Vendor Identification Number: 11-2850362

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓Closely Held Corp _____Other (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):

Kenneth F. MARA, PRESIDENT

[redacted]

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.

Kenneth F. MARA

[redacted]

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.

(a) Name, title, business address and telephone number of lobbyist(s):

Shelter Rock Strategies, LLC
300 Garden City Plaza, 5th Floor
Garden City, New York 11530
516-294-4000
Marc Alessi, Richard Marsh

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Richard Marsh and Marc Alessi both assisted with introductions and attended meetings.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, Suffolk County
NYS Joint Commission of Political Ethics
U.S. Senate
US House of Representatives

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.

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. MARA

Title: President

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

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND AMERICAN SECURITY TECHNOLOGIES, INC D/B/A LIFE BUTTON 24

WHEREAS, the County has negotiated an amendment to a personal services agreement with American Securities Technologies, Inc. d/b/a Life Button 24, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with American Securities Technologies, Inc. d/b/a Life Button 24.

CONTRACT FOR SERVICES

AMENDMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), made as of the date this Amendment is last executed by the parties hereto, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) American Security Technologies, Inc. d/b/a Life Button 24 (formerly World Wide Security Group), a New York corporation, having its principal office at One Commercial Avenue, Garden City, NY 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPD13-000017 between the County and the Contractor, executed on behalf of the County on March 25, 2014 (the "Original Agreement"), the Contractor is a provider of tracking units and related services more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2013 and terminate on November 30, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, with the option to renew under the same terms and conditions for one (1) additional one (1) year period; and

WHEREAS, the Department is desirous of amending the number of tracking units and related items to be provided to the County and exercising it's renewal option for a one year period from December 1, 2016 through November 30, 2017; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Agreement shall be extended for a one year period from December 1, 2016 through November 30, 2017, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be November 30, 2017.

2. Services. Paragraph 2 of the Original Agreement and the Appendix A annexed thereto are amended to reflect the following revised scope of services which has been provided in its entirety in the Appendix C annexed hereto.

3. Payment. Paragraph 3(a) of the Original Agreement and the Appendix B annexed thereto are amended to reflect the following revised fee schedule which has been provided in its entirety in the Appendix D annexed hereto.

4. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

AMERICAN SECURITY TECHNOLOGIES, INC.
d/b/a Life Button 24

By: [redacted]
Name: Kenneth F. Mard
Title: President
Date: 3-17-16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of March in the year 2016 before me personally came Kenneth F. Mara to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of American Security Technologies the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[redacted]
NOTARY PUBLIC

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix C

February 25, 2016

1 SCOPE OF SERVICES

This document has been created and is being submitted as a response to RFP# PD0521-1324. The basis of the RFP is to provide tracking units which provide the user with the ability to press a single button on a mobile device that will notify the police department via its 911 call center of threat to life situations or other serious police emergencies for immediate police response.

Our response to this bid is to furnish our MPERS device that is called Life Button 24. This device is a battery powered device with an operational battery life of up to 100 hours between charging cycles, a local and remote low battery indicator alert as well as power management capabilities. This battery life will fluctuate depending upon the programming options selected.

The device is water resistant, has a rugged casing that allows the unit to withstand ordinary wear and tear and allows it to be protected against environmental variables.

We are proposing to furnish 500 devices in total. . Service will be active upon delivery of devices.

Prior to delivery each of the buttons will be programmed with a MDN (Mobile Device Number), Device identification and additional parameters as defined by NCPD.

One hundred percent of the buttons will be tested for connectivity, data transmission, and voice (to a number other than emergency communications so as not to interfere with 911 operations).

The units will be delivered in manufacturers packaging and marked with the unit identification on the outside of the box.

A report will be created and provided to NCPD that details the successful testing of all buttons.

The unit has one single button that when pressed will transmit and communicate remotely. As an additional measure to ensure limited false alarm probability, the time that the pressing of the button will enable an alarm condition to transmit is programmable between 1 and 5 seconds, and the default is 4 seconds. Accidental, momentary pressing of the button will not send a signal, which significantly reduces false alarms.

The unit will transmit Voice and GPS data simultaneously during an activation or event trigger to a central receiving location, monitoring station and/or server for remote viewing/monitoring.

This device will also be able to triangulate the position of the device by use of cellular infrastructure when adequate GPS coverage is unavailable.

The interface for the Departments Intergraph computer using CAD Ver. 8.0 will be programmed as well, upon provision of protocol provided by client.

All devices that are in the field will be able to be monitored remotely via web browser and/or server/client based architecture. Integration will be possible via smart phones as well at an additional cost described on the following page.

The software interface provided will enable a continuous display and real time update of the location of the device automatically and show previous location points on the same screen.

25 micro cell extender units will be provided and deployed when necessary and utilize local wifi connectivity for locations where cell coverage is existent but not adequate for reliable operation of the system. Pricing for additional units has been furnished on the following page.

All hardware and software will be provided for onsite operation, maintenance and testing of the system including but not limited to charging cables, programming cables and software.

Cellular coverage maps will be provided for Nassau, Suffolk and the five boroughs of New York City, clearly indicating where cellular service is at or below usable levels.

We will provide 24 hour a day seven day a week 365 day a year availability to customer support staff to support technical issues.

The system provided will be under warranty for two (2) years from the date of acceptance of a fully functioning system by the Department. Extended warranty options are being offered. Terms and conditions defined later in this document.

The term of this contract is a three (3) year period: with the option to renew for an additional one (1) year period, for a possible total term of four (4) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the County.

Description of Additional Equipment and Services

Cell Extenders- Pricing has been furnished to install 25 Cell extenders as part of this proposal. The cost illustrated includes labor during regular business hours to furnish, mount and install the Extenders as well as run cable to the antenna that will need to be mounted outside of the building. There will likely need to be multiple Extenders at each building depending on Cellular Signal in the building and its various locations.

Custom Programming and Interface to CAD 8.0- The cost reflected includes the necessary man hours to ensure that the CAD 8.0 system will be able to integrate efficiently into the Universal Monitoring Platform (UMP) used by our company. The process of custom programming will include the creation of a database to be located on a server (Provider of server TBD) at the Westbury Communications Facility. This Database will consist of Device Identification, Device MDN, Assigned User Information (Includes reason for deployment), Browser Based Interface for device deployment and HTTP interface to CAD 8.0.

Additional programming will exist that will incorporate the integration of CAD 8.0 into our Universal Monitoring Platform to enable tracking and control of devices. The cost provided includes only the cost for LIFE BUTTON 24 to perform custom programming, additional costs may be incurred for CAD 8.0 Vendor.

Monthly Cellular and Service Charges- Included in the monthly cost per button is the cost for the cellular usage to transmit data, as well as the cost of a monthly license fee for our UMP. This license fee enables remote access to button data including Button Identification, User name and Reason for Deployment, Historical data, interface to Mobil App, as well as enables the ability to have multiple concurrent users access the system. This monthly cost includes costs that are due to the discovery during research and development of integration with CAD 8.0, that the CAD system is not able to integrate mapping data or real time data updates.

Concurrent User Interface to our Universal Monitoring Platform (UMP)- The fee represented is based on the need for up to 50 concurrent users from different departments, municipalities and locations to be able to be accessing the data, on demand that is pushed by the devices being proposed. We are providing the first 2 Concurrent User Seats at no charge, additional seats are priced accordingly as listed on the following page.

Universal Monitoring Platform, GPS mapping & Database Management

In the event that the client desires, we are proposing to furnish and install a Universal Monitoring Platform (UMP) to be hosted at the NCPD facility on client provided hardware. The installation cost to

provide this solution will be **$20,000**. Monthly costs as previously listed will not be affected. The initial associated programming fees are included as per the price listed above as part of the per button cost.

Changes made from the original programming configuration can and will be conducted at an hourly rate as per the programming rate listed. We will obtain on the behalf of the Nassau County/NCPD a perpetual license for the software to operate the system. Usage charges are already included in monthly device pricing for each button and the location of the UMP hosting does not affect monthly pricing.

Charges for requested Programming/Maintenance and Service (Post Installation)

The hourly rate for any Database/Software Maintenance, Programming or onsite service outside of the scope of those services as included in this Bid will be as follows:

Onsite installation Maintenance and Service (Service of Cell Extenders or other physical hardware provided by LIFE BUTTON 24) and Programming, not to exceed $18,000 per year with a total of 120 hours allocated for programming and 120 hours allocated for Onsite Maintenance and service respectively.

Proposed Cost Breakdown

The costs of the equipment as detailed in the proposal in Appendix B are as follows:

Life Button 24| Quantity 500|Cost... $ 126.89 each

Life Button Additional Quantities | $126.89 each

Costs reflected for Life Button 24 are inclusive of labor to receive, program, test and deliver each button.

Cell Extenders (Wilson 801245 or equal) | Quantity 25| Cost $1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Cell Extenders| Additional Quantities |Cost $1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Custom Programming to interface to CAD 8.0 and provide Web Provision Portal for device activation| $12,500.

Monthly Charges

Monthly Cellular & Service Charges ...$13.75

Concurrent user Interface to our Universal Monitoring Platform (UMP)| $75 per month per seat, Estimated 50 Concurrent Users, First 2 Concurrent Users at no charge.

Mobil IOS/DROID App User Interface $3 per month per User

Hardware Warranty:

Life Button24 Freedom

All buttons that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Ordinary wear and tear of the exterior case of the button that does not impair functionality will not be covered under warranty or be deemed as a necessary reason for replacement. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer

make and model. Consumables such as lanyards or other apparatus that are affixed to the button are not part of this warranty.

Servers, Desktops, Workstations, and Computer where Database resides

All of these devices are to be furnished by the client and LIFE BUTTON 24 assumes no responsibility or liability for performance, hardware maintenance or backup of said devices.

Cellular Extenders

All cellular extenders that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, vandalism, electric surges, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model.

Custom Database and UMP Terms of Service and Support

Upon notification to LIFE BUTTON 24 by client in accordance with the provisions of this paragraph of any Fault in the Database/Software LIFE BUTTON 24 shall promptly investigate the reported Fault and thereafter shall use its commercially reasonable efforts to provide Error Correction services to client. With respect to each request for Services, Client shall provide LIFE BUTTON 24 with descriptions of any Software problems in order to facilitate the repair or correction of the Database/Software and shall cooperate with LIFE BUTTON 24 in the requested repair or correction. If LIFE BUTTON 24, in its reasonable determination, has been able to adequately correct the Fault by modifying the current Database/Software, LIFE BUTTON 24 shall, upon such correction being completed, deliver to the client a modified version of the repaired Database/Software in machine readable form and shall provide to the client the reasonable assistance necessary to enable the client to implement the use of such modified Database/Software.

Additional Service Fees at a rate of $150 per hour may be charged to client for Error Correction Services provided at client's request or for Faults resulting, in whole or in part, from any one or more of the following: Any failure, error or defect in the Database/Software resulting from a client provided hardware malfunction of the Supported System. Any modification of any portion of the Database/Software if such modification is made, in whole or in part, by client or any person other than LIFE BUTTON 24 Database/Software Administrator.

LIFE BUTTON 24 shall use commercially reasonable efforts to provide technical and operational support to the client in the use and operation of the Database/Software during Business Hours via remote access to the Database/Software. All requests by client for the provision of Services shall be made via email or facsimile. Service Related Obligations of client. Client acknowledges and agrees that the level of support that LIFE BUTTON 24 can provide is dependent upon the client's cooperation and the quantity of information that client can provide and access to the Database/Software.

Client shall cooperate with and provide reasonable assistance to LIFE BUTTON 24's personnel in the diagnosis and correction of any Fault. Ensure that the Database/Software is used in accordance with the terms of this Agreement and any instructions provided by LIFE BUTTON 24. Ensure that the client's operating staff is adequately trained in the use of the Database/Software to the extent that use is necessary. Not make any alteration, addition or modification to the Database/Software in any way nor combine the Database/Software with any other computer program to form a combined work. Take all reasonable precautions to ensure the health and safety of LIFE BUTTON 24's employees while they are at client's Site. Notify LIFE BUTTON 24 immediately upon the occurrence of a Fault and promptly provide LIFE BUTTON 24 with adequate documentation of the notified Fault. Permit LIFE BUTTON 24 and its employees and agents to have such access to client's premises, Supported System, Database/Software and personnel as LIFE BUTTON 24 may reasonably require to carry out its obligations under this

Agreement; and make available to LIFE BUTTON 24 free of charge all information, facilities and services reasonably required by LIFE BUTTON 24 to enable LIFE BUTTON 24 to provide the Services. LIFE BUTTON 24 makes no guarantee that it will be able to correct any and all Faults, but endeavors only to use commercially reasonable efforts to correct such Faults. The terms as detailed in the paragraphs in this section will also apply in the event that correction is necessary for the CAD 8.0 interface.

Intellectual Property: The client may not and agrees that they shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated into the service or otherwise modify any devices or software required to use the service.

Service Interruptions: Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Service might also not be available in certain places. We are not responsible for any interruptions of the Service.

Software will include the following functions:

UMP and Database Capabilities

- Inventory capability (e.g. who assigned to(school, victim), who assigned it, what case #, when, where is primary location, and why (circumstances), Subject/Defendant, additional info (violence, threat, vehicle, etc.), for each unit)
- Automatic notifications and or emails (configurable) for the following: low battery, off network for 24 or 48 hrs.
- The ability to remotely deactivate the button
- Dashboard that will quickly identify active functioning units for units that are not working by running a report through the UMP, and/or could be created as part of the custom programming for the database.
- Ping capability for testing purposes will be enabled as part of the custom database programming.
- 911/CAD-Sequel database containing button id, who is assigned to, address, call type, call sub-type, subject, etc.

Appendix D

(Intentionally left blank - to be inserted)

Appendix D
Payment Schedule and Fees

Item	QTY.	Cost	Extended
Life Button 24	300	$126.89	$38,067.00
Life Button 24	200	$126.89	$25,378.00
Cell Extenders	25	$1,250.00	$31,250.00
Custom Programming	1	$12,500.00	$12,500.00
Universal Monitoring Platform 1		$20,000.00	$20,000.00
Total Expense			$127,195.00

Additional Cell Extenders Each $1,250.00 includes labor

Monthly Costs

Item	QTY.	Cost	Extended	(12 months)
Monthly Cellular and Service Charge	300	$13.75	$4,125.00	$49,500.00
Monthly Cellular and Service Charge	200	$13.75	$2,750.00	$33,000.00
Concurrent User Seats*	25	$75.00	$1,725.00	$20,700.00
Concurrent User Seats	25	$75.00	$1,875.00	$22,500.00
Total Monthly Expense			$10,475.00	$125,700.00

*First 2 seats are included at no additional monthly charge

Client agrees to pay LIFE BUTTON 24 for services and parts rendered based on the following schedule.

1. Execution of Contract	15%	$19,079.25
2. Delivery and Install of UMP, interface CAD and database-	15%	$19,079.25
3. *Soft roll out and acceptance of programming-	20%	$25,439.00
4. *Delivery of Buttons-	35%	$44,518.25
5. Final Acceptance-Remaining	15%	$19,079.25
Total of payments		$127,195.00

Estimated associated monthly fees at Soft Roll out 30 Buttons X $13.75** $412.50
Associated monthly fees at Delivery of Buttons # of Buttons X $13.75**
* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.
** Not inclusive of optional extended warranty fee below.
Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by LIFE BUTTON 24) and Programming **Not to exceed $18,000 per year**. To be billed upon occurrence Hourly at **$100 and/or $150 per hour respectively**.

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

Extended Warranty Option 300/200	**$3.50**	**$1,750.00**
Extended Warranty (Additional Buttons) 1		**$3.50**

Contract ID#: COPD13-0000 17

Department: POLICE

E-30-14

SERVICE Security Services

Contract Details

NIFS ID #: COPD13-0000 17 NIFS Entry Date: 1·10·14 Term: from 00/00/2013 to 00/30/2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name American Security Technologies, d/b/a World Wide Security Group	Vendor ID# 11-2850362
Address 1 Commercial Avenue Garden City, New York 11530	Contact Person Kenneth Mara
	Phone (516) 294-6434

County Department
Department Contact Lt. Kenneth Strigaro
Address 1490 Franklin Avenue Mineola, NY 11501
Phone (516) 573-7400

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	1.10.14		
	OMB	*NIFS Approval (Contractor Registered)* ☑	1/14/14		Yes ☐ No ☐ Not required if blanket resolution
1/24/14	County Attorney	*CA RE & Insurance Verification* ☑	1/24/14		
	County Attorney	*CA Approval as to form* ☐	01/24/2014		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/24/14		
	County Attorney	*NIFS Approval* ☐	02/11/2014		
	Comptroller	*NIFS Approval* ☒	2/5/14	2/5/14	
	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐ ☐	1/27/14		

PR5254 (1/06)

Contract ID#: COPD13-0000 17

Department: POLICE

Contract Summary

Description: Contract for Security Services for the Nassau County Police Department.

Purpose:
To provide the Nassau County Police Department cellular based GPS tracking units for personal use. These tracking units will allow the user the ability with the push of a single button, to notify the police Department via its 911 call center, of threat to life situations or other serious police emergencies for immediate police response.

Method of Procurement: The County put out an RFP on May 28, 2013 resulting in three vendors submitting sealed bids by August 7, 2013. The bids were opened and evaluated. All three vendors were invited to present their proposal to the evaluation committee and provide a device for testing.

Procurement History: After evaluation of each proposal and testing of the tracking unit, American Security Technologies/World Wide Security Group was chosen to be the vendor.

Description of General Provisions: The tracking devices will enable the Department to locate and communicate in real time with persons of concern, dignitaries, as well as high risk individuals upon activation of the devices any where they may go. The tracking units will work in conjunction with monitoring software that will allow police personnel the ability to easily locate the unit's location and continuously update its position until the situation is rectified.

Impact on Funding / Price Analysis: not to exceed $3,248,560 commencing December 1, 2013 and expiring on November 30, 2016. Initial encumbrance amount is $500,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DF552
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 500,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 500,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DF552	$ 500,000.00
2		$
3		$
4		$
5	1/24/14	$
6		$
	TOTAL	$ 500,00.00

Document Prepared By: D/Sgt. Tara Comiskey Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael J. Cohen	Name	Date 1/27/14
Date 3/19/2014	Date 3/7/14	E #: (For Office Use Only)

PR5254 (1/06)

E:3014

RULES RESOLUTION NO 25 - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND AMERICAN SECURITY TECHNOLOGIES, INC. D/B/A WORLD WIDE SECURITY GROUP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2-10-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with American Security Technologies, Inc. d/b/a World Wide Security Group to provide tracking units and related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with American Security Technologies, Inc. d/b/a World Wide Security Group.

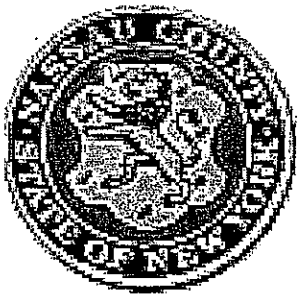
RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND AMERICAN SECURITY TECHNOLOGIES, INC. D/B/A WORLD WIDE SECURITY GROUP

WHEREAS, the County has negotiated a personal services agreement with American Security Technologies, Inc. d/b/a World Wide Security Group to provide tracking units and related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with American Security Technologies, Inc. d/b/a World Wide Security Group.

George Marogos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: American Security Technologies, Inc. d/b/a Worldwide Security Group

CONTRACTOR ADDRESS: 1 Commercial Avenue Garden City, NY 11530
FEDERAL TAX ID #: 11-2850362

I. ( ) The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. (X) The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on October 11, 2013

Quarato, Michele T

From: Strigaro, Kenneth <KStrigaro@PDCN.ORG>
Sent: Tuesday, February 25, 2014 11:35 AM
To: Quarato, Michele T
Subject: RE: CQPD13000017 america Security Tech d/b/a World Wide Security group

Michele,
Here is the information you requested.
Vendors that responded to the bid are as follows:

1- Sprint
2- World Wide Security
3- Canvasback Enterprises LLC

The submittal ranking is as follows:

1- World Wide Security
2- Canvasback Enterprises LLC
3- Sprint

or:

( ) B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ( ) Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

( ) A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum (see Staff Summary) describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

( ) B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

( ) C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

VI. ( ) This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

VII. ( ) This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Department Head Signature

1/13/14
Date

NOTE: Any information requested above may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: 8/02

GROUP MEMBERS

World Wide Security

GC Alarm

Telestat Security

World Wide Med-Alert

Dart Security

Rainbow Protection

Vision Monitoring

Security / Alarm Systems
CCTV / Surveillance
CCTV / Interactive Monitoring
Home Automation Systems
Home Theater / Audio
Access Control
Telephone Systems
Intercom Systems
Med-Alert
Monitoring Services
Fire Safety

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About World Wide Security Group

Protecting the important things in life since 1979, the World Wide Security Group continues to embrace the changing needs of its customers in Nassau and Suffolk Counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our member companies are well-known leading providers of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. Nationally ranked at being one of the Top 100 security companies in the U.S. by Security Dealers Magazine, we operate our own UL Listed Central Monitoring Station with trained personnel who are available 24 hours a day, 7 days a week, 365 days a year.

MANAGEMENT TEAM

Kenneth F. Mara

CEO & President

Ken formed the Company in 1979, with kindergarten classmate Joe Ingegno, who has been Ken's partner for over 30 years.The business was started while Ken was attending Adelphi University where he later graduated with a business degree. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the Company, his partner Joe handles the operations. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years. An avid skier, Ken also enjoys tennis, golf and platform tennis.

Joe Ingegno

Owner / Senior Vice President

Joe co-founded the company with his partner Ken Mara and has over 32 years experience in the security industry. Presently as Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as How to Reduce False Alarms: and How to choose the Right Alarm Company for Your Home or Business. He is also knowledgeable in the latest technology in access control, home theater and multi-room audio. Joe enjoys being involved in the alarm industry and has conducted numerous seminars on training alarm technicians in all low voltage applications.

Mark Simson

Chief Financial Officer

Serving as CFO for World Wide Security, Simson is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Simson oversees the execution of all operational and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. Simson formerly served as vice president and chief financial officer at iVerify where he is credited with raising $25 million in capital; he also served as interim CEO of National Systems Integration. At Triax Capital Advisors, Simson was responsible for managing portfolio companies with measures to implement cost controls, internal business processes and weekly reporting requirements. Prior to this Simson was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.

Lou Martorello

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

Any individual who holds ten percent or greater ownership interest in the proposer or who is an officer of the proposer shall complete and certify a Principal Questionnaire Form. All questions on the questionnaire must be answered and the 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 _Kenneth F. Mara__

Business address _One Commercial Ave.__

City/state/zip ___Garden City NY 11530

Telephone __516-294-6434_____

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

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

President ____/____/_1978___ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____

Chief Exec. Officer ____/____/_1978_ Secretary ____/____/____

Chief Financial Officer __05__/_2009___/____ Partner ____/____/____

Vice President ____/____/_1978___ _____/____/____

(Other)

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

NO _X__ YES __ 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?
NO _X__ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES _X__; If Yes, provide details.)

Vision Monitoring Services Inc. Own the Central Monitoring Command Center here in Garden City.

C LIENT: New York City Dept. of Human Resources 40 locations.

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? NO _X__ YES ___ 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., but not limited to, failure to meet pre-qualification standards? NO _X__ YES ___ If Yes, provide details for each such instance.

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? NO __X__ YES ___ If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO _X___ YES ___ If Yes, provide details for each such charge.

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? NO __X_ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X__ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. 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? NO __X__ YES ___ If Yes, provide details for each such investigation.

10. 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? NO __X__ YES ___ If Yes; provide details for each such investigation.

11. 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? NO __X__ YES ___ If Yes; provide details for each such instance.

12. 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? NO __X__ YES ___ If Yes, provide details for each such year.

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. I, __Kenneth F. Mara____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2013.

August 6, 2013

Notary Public [redacted]

[redacted] THAM
Notary Public, State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires September 31, 2013

Name of submitting business

World Wide Security_____

print name

Kenneth F. Mara

Signature [redacted]

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 18, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) American Security Technologies, Inc. d/b/a World Wide Security Group, a New York corporation, having its principal office at One Commercial Avenue, Garden City, NY 11530 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2013 and terminate on November 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided however, the County may renew this Agreement under the same terms and conditions for an additional one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing tracking units and related services as described in the attached Appendix A.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Three Million, Two Hundred and Forty-Eight Thousand, Five Hundred and Sixty Dollars ($3,248,560.00) (the "Maximum Amount"), subject to encumbrances. Payment to be made in accordance with the payment schedule and fees outlined in Appendix B.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, except as provided in Appendix B, and shall be contingent upon (i) the

Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Equipment or Software; Additional Equipment. Contractor agrees that it shall only provide such equipment and programmed software as described in Appendix A solely to the County and/or to those entities identified by the County as "Critical Infrastructure" which may include, but is not limited to, schools or other educational facilities, houses of worship, shopping centers, hospitals or any other building or structure designated as such by the Nassau County Police Department. During the term of this Agreement, the Contractor also agrees that the County and/or entities identified by the County as "Critical Infrastructure" may purchase additional equipment as described and provided for in Appendix A under the same terms and pricing outlined in Appendix B. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement will govern the purchase and sale of the additional equipment.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit

the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement

shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall maintain individual records for each service and/or test conducted and shall be kept and maintained in a confidential manner as described herein. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.
The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (1) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Limitation on the Flow of Information. The Contractor shall endeavor to give access to the Confidential Information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents,

authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Contractor shall also require the recipients of the Confidential Information to undertake to keep s-ach Confidential Information secret.

(g) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services.

(h) The provisions of this Section shall survive the termination

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Acceptance.

(a) All deliverables must be accepted by the County. Contractor must substantially meet the acceptance criteria set forth in this Agreement and as described in Appendix A and B. All deliverables required by the Scope of Services detailed in Appendix A and scheduled and outlined in Appendix B may require completion and may be turned over to the County before the acceptance period will begin unless otherwise mutually agreed upon in writing by Contractor and County. Such deliverables may include, but not be limited to the following:

i) Source code listing
ii) Test results
iii) Job control streams
iv) Test data
v) Specified Number of Copies of all Users Manuals.

Final payment due to the Contractor may be withheld until testing has been completed and the Contractor's work has been accepted by the County in writing upon completion of the testing. If a deliverable malfunctions during the acceptance period, the acceptance period may be extended for the length of time such deliverable was malfunctioning in order to ensure that such deliverable is functioning properly.

(b) "Acceptance" is defined as follows: Upon completion of any deliverable, Contractor shall provide a complete copy thereof to the County. At the County's request, Contractor shall demonstrate to the County the functionality or other compliance of the deliverable with the applicable specifications. The County shall be responsible for any additional review and testing of such deliverable. If the County, in its reasonable discretion, determines that any submitted deliverable does not substantially comply with the applicable specifications, the County shall have five (5) calendar days after Contractor's submission of the deliverable to give written notice thereof to Contractor. Contractor shall use reasonable efforts to cure any such deficiencies and shall resubmit the deliverable for review and testing as set forth above. If the County fails to reject any deliverable in writing within the five-day acceptance period and otherwise in accordance with this subsection, such deliverable shall be deemed accepted. In rejecting a deliverable or segment of work the County will provide written notice specifying the County's objections and deficiencies in the deliverable or segment of work in reasonable detail.

(c) Acceptance by County shall not in any way affect the County's rights under warranty and indemnity.

10. Warranty

(a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) Contractor warrants and represents that all products or deliverables specified in and furnished by or through Contractor under this Agreement substantially conform to the specifications set forth in the Scope of Services provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor, and that services will be provided in a workmanlike manner in accordance with industry standards.

(c) Contractor further warrants and represents that Products or deliverables specified and furnished by or through Contractor under the Scope of Services shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor. Defects in the products or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the County.

(d) Contractor shall extend the Product Warranty for individual product(s), or for the

system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Product Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Product Warranty period,
Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Product Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a Scope of Services in accordance with the stated warranty term(s).

(h) The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible.

(i) Prior to bringing a claim under the warranty the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

(j) In addition to any and all remedies available at law and / or equity, the County shall be entitled to cumulative remedies for the breach of any warranties herein.

11. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County. In addition to the foregoing, the County shall be entitled to subrogate any and all claims to Contractor at County's sole discretion in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three (3) million dollars ($3,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation

of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Termination.

(a) Generally. This Agreement may be terminated: (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Intellectual Property Rights.

(a) Except as noted in Subsection (c) below, upon execution of this Agreement, any documents, data, designs, drawings, photographs and/or any other material provided by the County or complied by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County.

(b) The completed project deliverables as well as all working material shall be the sole property of the County. The Contractor shall not sell or distribute any of these County project deliverables in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, that is included in the training program, except solely the specific modifications made by the County, which modifications shall be owned by the County.

17. Right to Works.

(a) Assignment of Contract Works. Subject to and effective upon payment in full of all Contractor invoices for Services rendered hereunder subject to Section 3, Contractor shall assign to County all copyrights and trade secret rights in the deliverables.

(b) Contractor Property or Works. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works that are incorporated into the deliverables. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(c) Third-Party Software. Nothing herein grants to County any license or other right to use any software products of Contractor or any third party not developed specifically for County hereunder. Such rights may be obtained only pursuant to separate written license agreements with Contractor or such third parties.

18. Works Made for Hire.

The Contractor acknowledges that all of the Contractor's works of authorship, and/or other materials created pursuant to this Agreement are works made for hire and the property of the County, including any copyrights, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such the Contractor works.

19. Patent/Copyright Claims.

(a) Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. In addition to the foregoing, the County shall have the right to subrogate any and all claims to the Contractor in any action for infringement

of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right.

(b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the respective SOW.

(c) The foregoing provisions shall not apply to any infringement caused by modification by the County of any tangible or intangible deliverables that is i) not contemplated by Contractor, ii) made without Contractor's approval, or 3) caused by the use of any deliverable with any adjunct device added by the County, unless such use was contemplated or consented to by the Contractor.

20. Compliance with Security and Confidentiality Requirements.

Contractor agrees to abide by all policies and procedures of the County and to comply with all reasonably non-invasive security requirements of the County particularly in its use of computer facilities. and shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the County; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or sub-contractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project. The County may impose security requirements depending on the nature of the individual projects initiated.

21. Defective Performance/Temporary Incapacity of Contractor.

During the contract period, should it become evident that the Contractor cannot meet the terms of the Agreement, or should the Contractor be substantially behind in meeting the work plan schedule for the project, or should Contractor suffer any temporary incapacity which renders it unable to resume work, and where the Contractor has been offered an opportunity to cure its default within a reasonable time as specified by the County, but not to exceed thirty (30) days, and the Contractor has failed to remedy such default, the County reserves the right to terminate or cancel the project/SOW in whole or in part immediately upon written notice to

the Contractor. Such action shall not give rise to any action on behalf of Contractor for loss of future profits or future remuneration of any kind.

22. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

23. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

24. 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.

25. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the

Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

26. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

27. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

29. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all

County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

30. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

[redacted]

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 20[redacted]

AMERICAN SECURITY TECHNOLOGIES, INC.
d/b/a World Wide Security Group

By: [redacted]
Name: Kenneth F. Mara
Title: President + CEO
Date: 12/18/13

NASSAU COUNTY

By: [signature]
Name: Jim Sutton
Title: Deputy County Executive OF FINANCE
Date: 3.25.14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of December in the year 2013 before me personally came Kenneth Marr to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the President of Ost the World Wide Services, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[redacted]

NOTARY PUBLIC

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of March in the year 2014 before me personally came Timothy Sullivan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

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Response to RFP# PD0521-1324

Title: Security Services- Cellular Based GPS Tracking Units

Attention:
Detective Sergeant Tara Comiskey
Legal Bureau
Nassau County Police Department
1490 Franklin Avenue
Mineola, New York 11501

December 16, 2013

1 SCOPE OF SERVICES

This document has been created and is being submitted as a response to RFP# PD0521-1324. The basis of the RFP is to provide tracking units which provide the user with the ability to press a single button on a mobile device that will notify the police department via its 911 call center of threat to life situations or other serious police emergencies for immediate police response.

Our response to this bid is to furnish our MPERS device that is called Life Button 24. This device is a battery powered device with an operational battery life of up to 100 hours between charging cycles, a local and remote low battery indicator alert as well as power management capabilities. This battery life will fluctuate depending upon the programming options selected.

The device is water resistant, has a rugged casing that allows the unit to withstand ordinary wear and tear and allows it to be protected against environmental variables.

We are proposing to initially furnish 2000 devices and understand that additional units will be furnished in the future. We have estimated that over the course of the ensuing 12 months a total of 4000 buttons will be purchased and activated. Service will be active upon delivery of devices.

Prior to delivery each of the buttons will be programmed with a MDN (Mobile Device Number), Device identification and additional parameters as defined by NCPD.

One hundred percent of the buttons will be tested for connectivity, data transmission, and voice (to a number other than emergency communications so as not to interfere with 911 operations).

The units will be delivered in manufacturers packaging and marked with the unit identification on the outside of the box.

A report will be created and provided to NCPD that details the successful testing of all buttons.

The unit has one single button that when pressed will transmit and communicate remotely. As an additional measure to ensure limited false alarm probability, the time that the pressing of the button will enable an alarm condition to transmit is programmable between 1 and 5 seconds, and the default is 4 seconds. Accidental, momentary pressing of the button will not send a signal, which significantly reduces false alarms.

The unit will transmit Voice and GPS data simultaneously during an activation or event trigger to a central receiving location, monitoring station and/or server for remote viewing/monitoring.

This device will also be able to triangulate the position of the device by use of cellular infrastructure when adequate GPS coverage is unavailable.

The interface for the Departments Intergraph computer using CAD Ver. 8.0 will be programmed as well, upon provision of protocol provided by client.

All devices that are in the field will be able to be monitored remotely via web browser and/or server/client based architecture. Integration will be possible via smart phones as well at an additional cost described on the following page.

The software interface provided will enable a continuous display and real time update of the location of the device automatically and show previous location points on the same screen.

50 micro cell extender units will be provided and deployed when necessary and utilize local wifi connectivity for locations where cell coverage is existent but not adequate for reliable operation of the system. Pricing for additional units has been furnished on the following page.

All hardware and software will be provided for onsite operation, maintenance and testing of the system including but not limited to charging cables, programming cables and software.

Cellular coverage maps will be provided for Nassau, Suffolk and the five boroughs of New York City, clearly indicating where cellular service is at or below usable levels.

We will provide 24 hour a day seven day a week 365 day a year availability to customer support staff to support technical issues.

The system provided will be under warranty for two (2) years from the date of acceptance of a fully functioning system by the Department. Extended warranty options are being offered. Terms and conditions defined later in this document.

The term of this contract is a three (3) year period: with the option to renew for an additional one (1) year period, for a possible total term of four (4) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract will be at the sole discretion of the County.

Description of Additional Equipment and Services

Cell Extenders- Pricing has been furnished to install 50 Cell extenders as part of this proposal. The cost illustrated includes labor during regular business hours to furnish, mount and install the Extenders as well as run cable to the antenna that will need to be mounted outside of the building. There will likely need to be multiple Extenders at each building depending on Cellular Signal in the building and its various locations.

Custom Programming and Interface to CAD 8.0- The cost reflected includes the necessary man hours to ensure that the CAD 8.0 system will be able to integrate efficiently into the Universal Monitoring Platform (UMP) used by our company. The process of custom programming will include the creation of a database to be located on a server (Provider of server TBD) at the Westbury Communications Facility. This Database will consist of Device Identification, Device MDN, Assigned User Information (Includes reason for deployment), Browser Based Interface for device deployment and HTTP Interface to CAD 8.0.

Additional programming will exist that will incorporate the integration of CAD 8.0 into our Universal Monitoring Platform to enable tracking and control of devices. The cost provided includes only the cost for WWSG to perform custom programming, additional costs may be incurred for CAD 8.0 Vendor.

Monthly Cellular and Service Charges- Included in the monthly cost per button is the cost for the cellular usage to transmit data, as well as the cost of a monthly license fee for our UMP. This license fee enables remote access to button data including Button Identification, User name and Reason for Deployment, Historical data, Interface to Mobil App, as well as enables the ability to have multiple concurrent users access the system. This monthly cost includes costs that are due to the discovery during research and development of integration with CAD 8.0, that the CAD system is not able to integrate mapping data or real time data updates.

Concurrent User Interface to our Universal Monitoring Platform (UMP)- The fee represented is based on the need for up to 50 concurrent users from different departments, municipalities and locations to be able to be accessing the data, on demand that is pushed by the devices being proposed. We are providing the first 10 Concurrent User Seats at no charge, additional seats are priced accordingly as listed on the following page.

Universal Monitoring Platform, GPS mapping & Database Management

In the event that the client desires, we are proposing to furnish and install a Universal Monitoring Platform (UMP) to be hosted at the NCPD facility on client provided hardware. The installation cost to provide this solution will be $20,000. Monthly costs as previously listed will not be affected. The initial associated programming fees are included as per the price listed above as part of the per button cost.

Changes made from the original programming configuration can and will be conducted at an hourly rate as per the programming rate listed. We will obtain on the behalf of the Nassau County/NCPD a perpetual license for the software to operate the system. Usage charges are already included in monthly device pricing for each button and the location of the UMP hosting does not affect monthly pricing.

Charges for requested Programming/Maintenance and Service (Post Installation)

The hourly rate for any Database/Software Maintenance, Programming or onsite service outside of the scope of those services as included in this Bid will be as follows:

Onsite installation Maintenance and Service (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming, not to exceed $18,000 per year with a total of 120 hours allocated for programming and 120 hours allocated for Onsite Maintenance and service respectively.

Proposed Cost Breakdown

The costs of the equipment as detailed in the proposal in Appendix B are as follows:

Life Button 24| Quantity 4000|Cost... $ 126.89 each

Life Button Additional Quantities 1-2000 | $126.89 each

Costs reflected for Life Button 24 are inclusive of labor to receive, program, test and deliver each button.

Cell Extenders (Wilson 801245 or equal) | Quantity 50| Cost $1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Cell Extenders| Additional Quantities |Cost $1,250 each | Includes labor during normal business hours to install extender and run cable from extender to exterior antenna to be mounted.

Custom Programming to interface to CAD 8.0 and provide Web Provision Portal for device activation| $12,500.

Monthly Charges

Monthly Cellular & Service Charges ...$13.75

Concurrent user Interface to our Universal Monitoring Platform (UMP)| $75 per month per seat, Estimated 50 Concurrent Users, First 10 Concurrent Users at no charge.

Mobil IOS/DROID App User Interface $3 per month per User

Payment Schedule and Fees

Item	QTY.	Cost	Extended
Life Button 24	4000	$126.89	$507,560.00
Cell Extenders	50	$1,250.00	$62,500.00
Custom Programming	1	$12,500.00	$12,500.00
Universal Monitoring Platform	1	$20,000.00	$20,000.00
Total Expense			$602,560.00

Additional Cell Extenders Each $1,250.00 Includes labor

Monthly Costs

Item	QTY.	Cost	Extended
Monthly Cellular and Service Charge	4000	$13.75	$55,000.00
Concurrent User Seats	50	$75.00	$3,000.00*
Total Monthly Expense			$58,000.00

*First 10 seats are included at no additional monthly charge

Client agrees to pay WWSG for services and parts rendered based on the following schedule.

1.	Execution of Contract	15%	$90,384
2.	Delivery and Install of UMP, interface CAD and database-	15%	$90,384
3.	*Soft roll out and acceptance of programming-	20%	$120,512
4.	*Delivery of Buttons-	35%	$210,896
5.	Final Acceptance-Remaining	15%	$90,384
	Total of payments		$602,560

Estimated associated monthly fees at Soft Roll out 30 Buttons X $13.75**
$412.50

Associated monthly fees at Delivery of Buttons # of Buttons X $13.75**

* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.

** Not inclusive of optional extended warranty fee below.

Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming Not to exceed $18,000 per year. To be billed upon occurrence Hourly at $100 and/or $150 per hour respectively.

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

Extended Warranty Option	4000	$3.50	$14,000.00
Extended Warranty (Additional Buttons)	1	$3.50	

Hardware Warranty:

Life Button24 Freedom

All buttons that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Ordinary wear and tear of the exterior case of the button that does not impair functionality will not be covered under warranty or be deemed as a necessary reason for replacement. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model. Consumables such as lanyards or other apparatus that are affixed to the button are not part of this warranty.

Servers, Desktops, Workstations, and Computer where Database resides

All of these devices are to be furnished by the client and WWSG assumes no responsibility or liability for performance, hardware maintenance or backup of said devices.

Cellular Extenders

All cellular extenders that are furnished to the client will be under warranty for a term of three years. Extended warranty options have been described previously in this document and will conform to the same terms and conditions as stated in this paragraph. Items under warranty will include manufacturer's defects and device failure for reasons other than physical damage, water damage, Acts of GOD, vandalism, electric surges, or acts of communications carrier. Devices may be replaced with new or reconditioned devices of the same make and model or newer make and model.

Custom Database and UMP Terms of Service and Support

Upon notification to WWSG by client in accordance with the provisions of this paragraph of any Fault in the Database/Software WWSG shall promptly investigate the reported Fault and thereafter shall use its commercially reasonable efforts to provide Error Correction services to client. With respect to each request for Services, Client shall provide WWSG with descriptions of any Software problems in order to facilitate the repair or correction of the Database/Software and shall cooperate with WWSG in the requested repair or correction. If WWSG, in its reasonable determination, has been able to adequately correct the Fault by modifying the current Database/Software, WWSG shall, upon such correction being completed, deliver to the client a modified version of the repaired Database/Software in machine readable form and shall provide to the client the reasonable assistance necessary to enable the client to implement the use of such modified Database/Software.

Additional Service Fees at a rate of $150 per hour may be charged to client for Error Correction Services provided at client's request or for Faults resulting, in whole or in part, from any one or more of the following: Any failure, error or defect in the Database/Software resulting from a client provided hardware malfunction of the Supported System. Any modification of any portion of the Database/Software if such modification is made, in whole or in part, by client or any person other than WWSG Database/Software Administrator.

WWSG shall use commercially reasonable efforts to provide technical and operational support to the client in the use and operation of the Database/Software during Business Hours via remote access to the Database/Software. All requests by client for the provision of Services shall be made via email or facsimile. Service Related Obligations of client. Client acknowledges and agrees that the level of support that WWSG can provide is dependent upon the client's cooperation and the quantity of information that client can provide and access to the Database/Software.

Client shall cooperate with and provide reasonable assistance to WWSG's personnel in the diagnosis and correction of any Fault. Ensure that the Database/Software is used in accordance with the terms of this Agreement and any instructions provided by WWSG. Ensure that the client's operating staff is adequately trained in the use of the Database/Software to the extent that use is necessary. Not make any alteration,

addition or modification to the Database/Software in any way nor combine the Database/Software with any other computer program to form a combined work. Take all reasonable precautions to ensure the health and safety of WWSG's employees while they are at client's Site. Notify WWSG immediately upon the occurrence of a Fault and promptly provide WWSG with adequate documentation of the notified Fault. Permit WWSG and its employees and agents to have such access to client's premises, Supported System, Database/Software and personnel as WWSG may reasonably require to carry out its obligations under this Agreement; and make available to WWSG free of charge all information, facilities and services reasonably required by WWSG to enable WWSG to provide the Services. WWSG makes no guarantee that it will be able to correct any and all Faults, but endeavors only to use commercially reasonable efforts to correct such Faults. The terms as detailed in the paragraphs in this section will also apply in the event that correction is necessary for the CAD 8.0 interface.

Intellectual Property: The client may not and agrees that they shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated into the service or otherwise modify any devices or software required to use the service.

Service Interruptions: Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which we cannot control. Service might also not be available in certain places. We are not responsible for any interruptions of the Service.

Software will include the following functions:

UMP and Database Capabilities

- Inventory capability (e.g. who assigned to(school, victim), who assigned it, what case #, when, where is primary location, and why (circumstances), Subject/Defendant, additional info (violence, threat, vehicle, etc.), for each unit)
- Automatic notifications and or emails (configurable) for the following: low battery, off network for 24 or 48 hrs.
- The ability to remotely deactivate the button
- Dashboard that will quickly identify active functioning units for units that are not working by running a report through the UMP, and/or could be created as part of the custom programming for the database.
- Ping capability for testing purposes will be enabled as part of the custom database programming.
- 911/CAD-Sequel database containing button id, who is assigned to, address, call type, call sub-type, subject, etc.

Appendix B

(Intentionally left blank - to be inserted)

Payment Schedule and Fees

Item	QTY.	Cost	Extended
Life Button 24	4000	$126.89	$507,560.00
Cell Extenders	50	$1,250.00	$62,500.00
Custom Programming	1	$12,500.00	$12,500.00
Universal Monitoring Platform	1	$20,000.00	$20,000.00
Total Expense			$602,560.00

Additional Cell Extenders Each $1,250.00 Includes labor

Monthly Costs

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1.	Execution of Contract	15%	$90,384
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	Total of payments		$602,560

Estimated associated monthly fees at Soft Roll out $412.50 — 30 Buttons X $13.75**

Associated monthly fees at Delivery of Buttons — # of Buttons X $13.75**

* Note regarding Monthly services and payments: Payment will be required for the first month of service at the time of the button deployment.

** Not inclusive of optional extended warranty fee below.

Onsite Installation, Maintenance and Service cost (Service of Cell Extenders or other physical hardware provided by WWSG) and Programming Not to exceed $18,000 per year. To be billed upon occurrence Hourly at $100 and/or $150 per hour respectively.

An extended warranty option will allow for all warranty terms as described on the following pages to apply after the initial two year warranty expires and for as long as the device is in service and the extended warranty is paid for.

Extended Warranty Option	4000	$3.50	$14,000.00
Extended Warranty (Additional Buttons)	1	$3.50	

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 herein 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, for the purpose of 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.

(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 therefor 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 a 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, 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 good faith 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.

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.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Kenneth F. Maria (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. 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 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

3. 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:

_____

_____

_____

_____

4. 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:

5. 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.

12/18/13.
Dated

[redacted]
Signature of Chief Executive Officer

Kenneth E. Mara President & CEO
Name of Chief Executive Officer

Sworn to before me this

18 day of December, 2013

[redacted]
Notary Public

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 20

Exhibit A

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? If yes, to what campaign committee?

NONE

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: American Security Technologies Inc. DBA - Lifebutton 24

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. MARA

Title: President

UNIQUE ID NUMBER

[redacted]

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No [redacted]

PURSUANT TO THE PROVISIONS OF ARTICLE 6D OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

EFFECTIVE DATE
MO 04 DAY 04 YR 15

EXPIRATION DATE
MO 04 DAY 03 YR 17

MARED WIDE SECURITY SYSTEMS
ONE COMMERCIAL AVE
GARDEN CITY, NY 11530

HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

QUALIFIER - MARA KENNETT

In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1098 (Rev. 3/01)

American Security Technologies, Inc / Life Button 24

Protecting the important things in life since 1984, AST/LB24 continues to embrace the changing needs of its customers in Nassau and Suffolk counties, Metro New York and throughout the entire United States. Under the guidance of its security professionals, our company is a well-known leading provider of crime prevention, fire protection, loss prevention and automated systems for businesses and homes. AST/LB24 was nationally ranked as one of the Top 100 security companies in the U.S. by Security Dealers Magazine, with trained personnel who are available 24 hours a day, 7 days a week, and 365 days a year.

Kenneth F. Mara, CEO & President

Ken formed the Company in1984 and has served as its CEO and President for more than 30 years. Ken has served on the Board of Directors of the New York Burglar and Fire Alarm Association and was also the very first Vice President of the Long Island Alarm Association. He has worked with various law enforcement groups in an effort to educate police and fire officials about the security industry while helping to protect the public. While Ken runs the business side of the company, his wife Patricia, handles the administration side. He enjoys sales and marketing and has successfully completed over 20 acquisitions of smaller security companies over the last 30 years.

Joseph Ingegno, Senior Vice President

Joe co-founded the company with Ken Mara and has over 32 years' experience in the security industry. As Executive Vice President, he directs all field operations and has trained and supervised many technicians over the years. Known for his commitment to quality craftsmanship, many technicians welcome the opportunity to work alongside Joe. Appearing on Network and Cable News TV Programs, he has been asked to speak on various topics such as how to Reduce False Alarms and How to choose the Right Alarm Company for your Home or Business. He is also knowledgeable in the latest technology in access control; home theatre and multi-room audio. Joe has conducted numerous seminars on training alarm technician in all low voltage applications.

Mark Simson, Chief Financial Officer

Serving as CFO for AST/Life Button 24, Mark is an experienced industry professional with over a decade of experience in security, advertising, video integration and manufacturing. Mark oversees the execution of all operations and economic programs for raising capital, growth through acquisitions and the maintenance of the company's overall financial strength. In addition to other accomplishments, Mark was a senior auditor at PricewaterhouseCoopers where he obtained his CPA.

NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is: (CHECK ONE)
☐ New
☐ Change

INSTRUCTIONS: Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

Mail to: Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501
Or Fax to: (516) 571- 2533 or email to comptrollerclaims@nassaucountyny.gov

Section I – Vendor Information

1. **Federal ID No. or Social Security No.** [redacted]
2. **Vendor Name:** American Security Technologies, Inc dba LifeButton24
3. **Vendor Remittance Address:** One Commercial Avenue, Garden City, New York 11530
4. **Vendor Contact Person:** Patricia Mara
5. **Vendor Contact Telephone No.:** 855-566-9111
6. **Vendor E-Mail Address:** pmara@gcalarm.com
7. **Please answer the four questions below. Unanswered questions will delay payment.**
   - A. The vendor/payee ID number provided above is: Federal ID# ✓ Social Security #
   - B. Is vendor/payee incorporated: Yes ✓ No
   - C. Is a medical or legal service ever provided by vendor: Yes No ✓
   - D. Is vendor/payee an employee of Nassau County: Yes No ✓

Section II- Financial Institution Information- Complete this section only if you would like to be paid electronically

8. **Routing Transit Number:** *(Located at the bottom of your check)* [redacted]
9. **Bank Account Number:** [redacted]
10. **Account Name** *(Your name on the account)*: [redacted]
11. **Bank Name:** [redacted]

Check here ☐ if you wish to be removed from electronic payments and would like to receive paper checks.

12. Vendor Certification: **Certification-Under penalties of perjury, I certify that:** (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.
Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.
I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

[redacted] Kenneth F. Mara, Pres 3/17/16

Authorized Signature **Print Name/Title** **Date**

[redacted]

WORLDWIDE/TELESTAT/GC ALARM/ VISION - OPERATING ACCOUNT

[redacted]

SUPERIOR PRESS (888) 590-7998 - JB 3244349

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

WORLDWIDE/TELESTAT/GC ALARM/ VISION
ONE COMMERCIAL AVENUE
GARDEN CITY, NY 11530
516-294-6434

WELLS FARGO Wells Fargo Bank, N.A.

[redacted]

VOID

DATE

AMOUNT

AY
O THE
RDER
F:

OPERATING ACCOUNT

AUTHORIZED SIGNATURE

[redacted]

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Shelter Rock STRATEGIES
300 Garden City Plaza
Garden City, NY, 11530
516-294-4000
MARC ALESSI, RICHARD MARSH

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Yes - registered in Nassau County, NY

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

American Security Technologies, Inc
DBA - Lifebutton 24
1 Commerce Ave.
Garden City NY 11530
516-855-566-9111

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

MARC Alessi & Richard MARSH made introductions and attended meetings on behalf of American Security Technologies DBA Lifebutton 24 with Nassau County.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County - all departments
Nassau County Police Department

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. Mara

Title: President

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

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

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 Kenneth F. MARA
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1 Commercial Ave. Garden City NY
   City/state/zip Garden City NY 11530
   Telephone 516-855-566-9111
   Other present address(es) (NONE)
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/8/84 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ 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. I own 100% of business.

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 not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   OWNER OF: GC ALARM INC.
   Vision Monitoring Services, INC
   World Wide Security
   TeleSTAT Security
   RAINBOW Protection
   DART SECURITY

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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   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 details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. 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 details for each such investigation.

10. 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 details for each such investigation.

11. 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 details for each such instance.

12. 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 details for each such year.

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.

I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April 2016

[redacted]
Notary Public

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2017

American Security Technologies, INC.
DBA - Lifebutton 24
Name of submitting business

Kenneth F. MARA
Print name

[redacted]
Signature

President
Title

4 / 4 / 16
Date

Notary requested that her signature be redacted.

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: 4-4-16

1) Proposer's Legal Name: American Security Technologies, Inc

2) Address of Place of Business: One Commercial Ave, Garden City, NY 11530

List all other business addresses used within last five years: None

3) Mailing Address (if different): Same

Phone : 855-566-9111

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-2850362

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ 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, 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.

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.

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 charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

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 conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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 conflicts exist.

(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 conflicts 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 conflicts 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.

NO conflicts exists.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 9-8-1984

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see below Ken Mara

iii) Name, address and position of all officers and directors of the company; - See resume attached

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 20

vi) Annual revenue of firm; 2015 [redacted]

vii) Summary of relevant accomplishments see attached

viii) Copies of all state and local licenses and permits. see attached

B. Indicate number of years in business. 32 years

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

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 East Williston U.F.S.D.

Contact Person Nicholas Fusco

Address 11 Bacon Road

City/State East Williston, NY 11568

Telephone 516-333-2559

Fax # 516-333-1937

E-Mail Address fuscon@ewsdonline.org

[redacted]

Kenneth F. Mara

[redacted]

Company GTX Corporation

Contact Person Andrew Duncan

Address 117 West 9th Street

City/State Los Angeles, CA 90015

Telephone 213 - 489 - 3019

Fax #

E-Mail Address aduncan@gtxcorp.com

Company Urban Resource Institute

Contact Person Richard Kerr

Address 75 Broad Street, Ste 505

City/State NY, NY 10004

Telephone 212 - 203 - 4862

Fax # 646 - 588 - 0033

E-Mail Address rkerr@urinyc.org

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.

I, Kenneth F. MARA, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4th day of April 2016

[redacted]
Notary Public

THERESA L. THAR
Notary Public - State of New York
No. 4746378
Qualified in Nassau County
My Commission Expires December 31, 2017

Name of submitting business: American Security Technologies, Inc.

By: Kenneth F. MARA
Print name

[redacted]
Signature

President
Title

4, 4, 16
Date

Notary requested that her signature be redacted.

COUNTY OF NASSAU

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

1. Name of the Entity: American Security Technologies, Inc

Address: One Commercial Ave, Suite 200

City, State and Zip Code: Garden City, N.Y. 11530

2. Entity's Vendor Identification Number: 11-2850362

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓Closely Held Corp _____Other (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):

Kenneth F. MARA, PRESIDENT

[redacted]

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.

Kenneth F. MARA

[redacted]

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.

(a) Name, title, business address and telephone number of lobbyist(s):

Shelter Rock Strategies, LLC
300 Garden City Plaza, 5th Floor
Garden City, New York 11530
516-294-4000
Marc Alessi, Richard Marsh

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

Richard Marsh and Marc Alessi both assisted with introductions and attended meetings.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Nassau County, Suffolk County
NYS Joint Commission of Political Ethics
U.S. Senate
US House of Representatives

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.

Dated: 4/4/16

Signed: [redacted]

Print Name: Kenneth F. MARA

Title: President

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

B-20-16

ADDITIONAL BACKUP 2

If Yes, provide details for each such conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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 conflicts 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.

There aren't any conflicts of interests. If any conflicts arose, we would take the proper measures to correct the situation.

Rev. 3-2016

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B-20-
Additional
back-up 3

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: 3/28/16

1) Proposer's Legal Name: Hi Tech Air Conditioning

2) Address of Place of Business: 60 Otis Street, W. Babylon NY 11704

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): Same

Phone: 631-491-5210

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 147899967

5) Federal I.D. Number: 11-2722111

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: Shares w/related Company - Tech Mechanical Inc.

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

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NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 12 P 12:32

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, provide details. Teth Mechanical Inc RJ Teth Realty Ltd - Same Owners

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. ___

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. ___

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 charge. ___

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. ___

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 conviction _____

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 conviction. _____

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 occurrence. _____

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 instance. _____

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. _____

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 conflicts 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 conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If we feel any conflicts as stated above arise at any time, we will contact Nassau County to obtain proper guidance.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 1985

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *

iii) Name, address and position of all officers and directors of the company; *

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 32

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments *

viii) Copies of all state and local licenses and permits. none/n/a

* See attached

B. Indicate number of years in business. 31 years

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

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 See Attached References

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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I, Joseph Siano, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28 day of March 2016

[redacted]
Notary Public

SILVIA M ADAIR
Notary Public, State of New York
No. 01AD6099967
Qualified in Suffolk County
Commission Expires September 22, 2019

Name of submitting business: Hi Tech Air Conditioning Service Inc

By: Joseph Siano
Print name

[redacted]
Signature

President
Title

3 / 28 / 2016
Date

REFERENCES

Contact	Telephone
[redacted]	[redacted]

If you have any difficulty in reaching any of these accounts, or wish additional listings, please do not hesitate to contact us.

Hi Tech Air Conditioning Service, Inc.
60 Otis Street • West Babylon, NY 11704
Tel (631) 491-5210 • Main Fax (631) 491-5307 • Sales Fax (631) 253-0045

Public Works Experience with Large Central Air Conditioning Systems

Organization	Contract Type	Award Date	Amount
[redacted]	Service Contract of HVAC Systems-Various [redacted]	2006 - 2011	[redacted]
[redacted]	Requirements Contract of HVAC Systems- [redacted]	2012-2017	[redacted]
[redacted]	Service Contract of HVAC Systems-Various Locations	2000 - 2013	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	1998-2008	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	2009/2010	[redacted]
[redacted]	Repair & Maintenance Contract of HVAC Systems	2011/2017	[redacted]
[redacted]	Prev. Maintenance and Service Contract of HVAC Systems- [redacted]	2008 - 2011	[redacted]
[redacted]	Maintenance & Service - Trane Steam Absorption Cold Generators at [redacted]	2006 - 2010	[redacted]
[redacted]	Repair of 2 Chillers at [redacted]	2008 - 2011	[redacted]

[redacted]	Repair and Maintenance of Chillers, Rooftops and Split AC systems	2011-2012	[redacted]
[redacted]	Carrier HVAC Equip. Maintenance and Service	2011-2012	[redacted]
[redacted]	Chiller Maintenance and Repair	2011-2015	[redacted]
[redacted]	HVAC Preventive Maintenance PSA 6 Manhattan	2011 - 2014	[redacted]
[redacted]	HVAC Systems Maintenance and Repairs	2011 - 2016	[redacted]

JOSEPH SIANO

[redacted]

WORK EXPERIENCE:

Hi Tech Air Conditioning Services, Inc. (1985 – Present)

President – Work includes HVAC systems of all types including computer rooms, hospitals, office buildings, absorption, centrifugal and reciprocating systems.

[redacted]

RONALD D'AVERSA

[redacted]

WORK EXPERIENCE:

Hi Tech Air Conditioning Services, Inc. (1985 – Present)
60 Otis Street
West Babylon, NY 11704

Vice President - Service, repair and installations of industrial/commercial air conditioning and refrigeration units including ice rinks, chillers and computer room units.

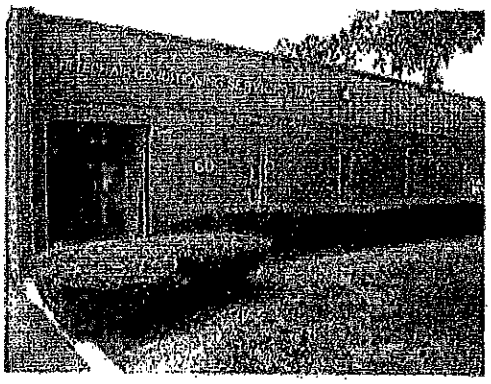
[redacted]

HI TECH Air Conditioning Service, Inc.

60 Otis Street West Babylon, N.Y. 11704
(631)-491-5210 T (631)-253-0045 Fax

The firm of **HI TECH Air Conditioning Service, Inc.** has provided air conditioning emergency service, repairs, and installation of air conditioning equipment for all types of buildings and facilities for over twenty years.

Owning our own 10,000 square foot facility, and located in West Babylon, N.Y., all our technicians are dispatched to serve the five boroughs of NYC as well as Long Island, South Westchester County, and Eastern New Jersey.



Our areas of specialty are:

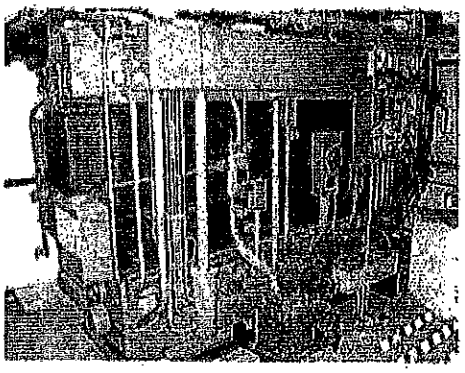
Service Agreements
Emergency Service
Equipment Maintenance
Chiller Installations
Mechanical Installations

HI TECH Air Conditioning Service, Inc has a full complement of Project Managers, Service Managers and Field Service Technicians to service all aspects of the HVAC industry.

Each one of our Field Service Technicians are constantly kept up to date with all of the latest procedures in the industry.

The management and field staff of **HI TECH Air Conditioning Service, Inc.** are thoroughly experienced with all models of large tonnage chillers through extensive past factory service with Trane, Carrier, Broad, Cention, York and many others.

With over thirty-five (35) experienced field service technicians on call 24/7, supported by a management team comprised of nine (9) former service technicians, we are capable of providing timely service to all our clients. This makes us one of the largest privately owned HVAC Service Agencies servicing air conditioning equipment in the New York metropolitan area.

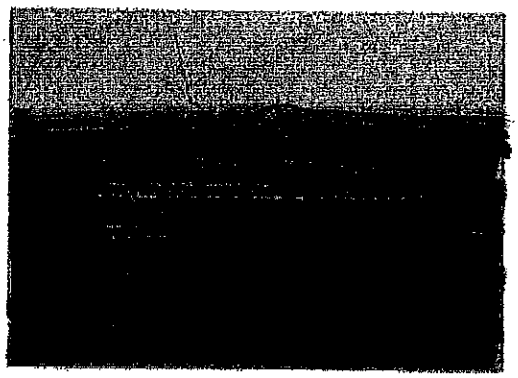


Keeping in contact with our staff with the latest in cellular technology and G.P.S. tracking technology maintains the highest levels of expertise and communication, surpassing the industry standards to keep us in touch with today and well into the future.

Our fleet of up to date modern vehicles incorporate the use of the most up to date stocking systems and fuel monitoring technologies to keep the right parts in the vehicle and the savings in the customers pocket.

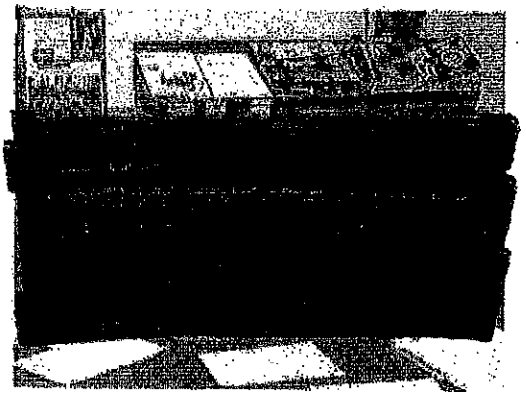
JOB MANAGEMENT APPROACH

The main goal of our management approach is to insure that there is complete management of all jobs sold.



Joe Siano
President

Personal involvement of the principals and staff managers in the day to day decisions of all projects no matter how large or small, insures a high degree of attention to detail at the management level. This is supported and adhered to by a strong field staff of service technicians.



Charlie Barragato
Service Manager

Each job or project falls under the direct supervision of a ***Project Manager*** who is in turn supervised by either the ***Service Manager, Sales Manager,*** or both, to insure the customer receives complete service.

HI Tech
Service Fleet

All of these positions are overseen by the two principals of the company. Weekly job meetings are held to insure the appropriate attention is given to all jobs, and potential problems are headed off before they become unmanageable to the ultimate detriment of the client

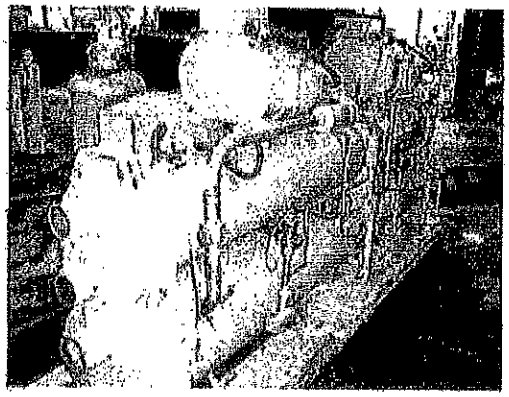
Primary Services

HI TECH Air Conditioning Service, Inc. provides prompt and competent service and repair of the following equipment:

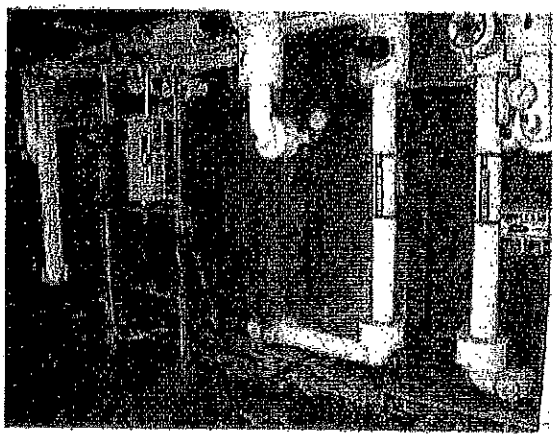
Employing over thirty-five (35) qualified HVAC service technicians enables us to provide immediate response to our clients. All of our technicians offer years of field experience and are supervised by former manufacturer service representatives.

Whether it's a 15 ton rooftop serving a tenant space, or a 1000 ton absorption or centrifugal chiller serving an entire building, **HI TECH Air Conditioning Service, Inc.** has the capability to solve your service needs.

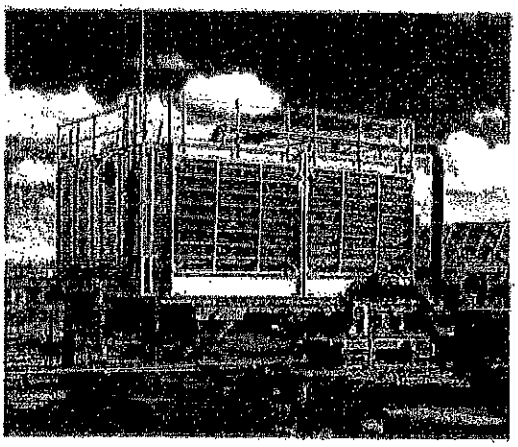
All Types Of Chillers



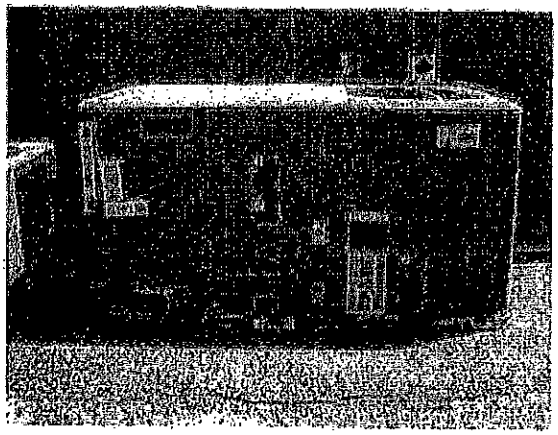
Central Station Air Handlers



Cooling Towers

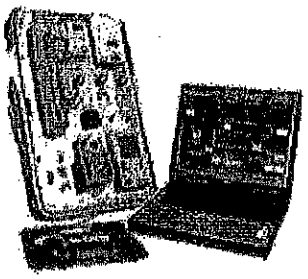


Small Tonnage AC Systems



Additional Services

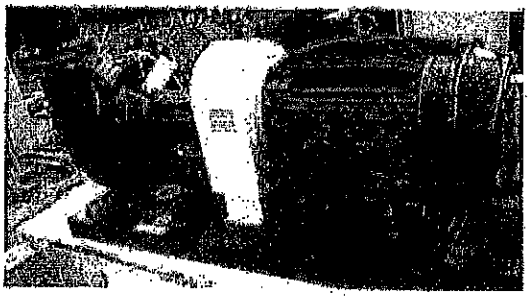
Many HVAC service companies including the manufacturers, focus only on service and repairs to the main air conditioning equipment. **HI TECH Air Conditioning Service, Inc.** recognizes that often times a perceived chiller problem is in fact a failure of the auxiliary support machinery serving the main chiller and not the chiller itself.
This often translates to avoidance of responsibility by the existing service company and ultimately loses times and money for the client in rectifying the problem.



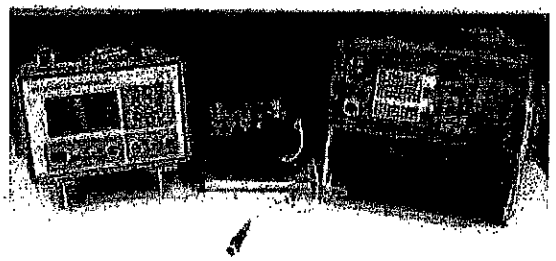
Building Management Systems

HI TECH Air Conditioning Service, Inc. recognizes this as a growing problem and has successfully developed a secondary line of services for the client.

This line is designed to provide for rapid diagnostics and repairs for auxiliary machinery serving the main chiller plant.



Circulating Pumps



Eddy Current Testing

These services are listed below.

Water Circulating Pumps
Motor Repair & Replacement
Valve Repair & Replacement
Retubing of Heat Exchangers
Coil Replacement
Eddy Current Testing
Repairs to Air Handlers
Welding Services
Factory Retrofits
Piping Repairs
Solution Analysis
Refrigerant Analysis

Having the technical ability to diagnose support equipment problems as well as the ability the implement immediate repairs translates to less equipment down time and enhanced customer satisfaction.

The ability of **HI TECH Air Conditioning Service, Inc.** to service support machinery to the main chillers are the only one of the many reasons that we have evolved in the New York Metropolitan area HVAC industry.

Service & Maintenance Agreements

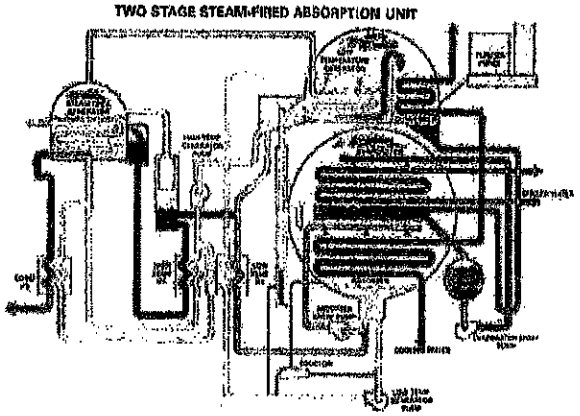
In addition to the other services listed, **HI TECH Air Conditioning Service, Inc.** offers a wide range of **Service and Maintenance Agreements** that can be custom tailored for any building or facility's type of operation or budget.

Our agreements can encompass not only **Absorption, Centrifugal and Reciprocating** chillers but can also be designed to include and or all of the support machinery that is vital to the operation of the main plant.

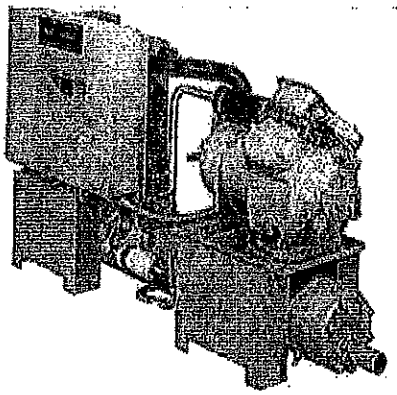
The importance of a properly designed **Service Agreement** can never be overstated especially on HVAC equipment.

Through scheduled seasonal and monthly inspections, regular preventive maintenance tasks rapid emergency service response all properly coordinated with the customers building operation a **HI TECH Service Agreement** has the power to extend the life of the equipment and reduce the operating costs.

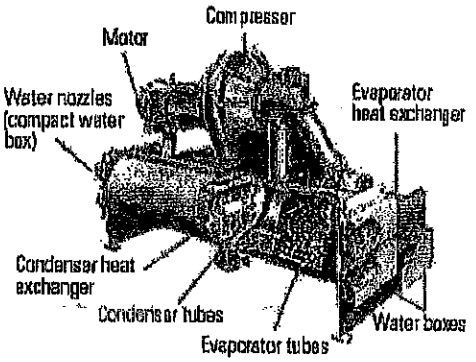
From a Building Owner or Property Managers standpoint a properly crafted **Service Agreement** is the **first** step in Preventive Maintenance.



Absorption Chiller



Reciprocating Chiller



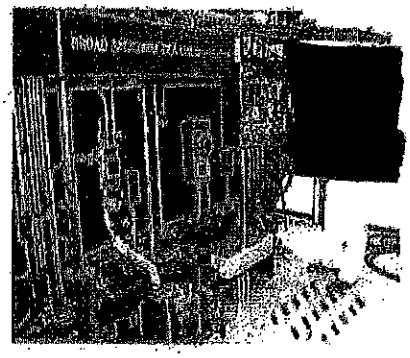
Centrifugal Chiller

Technical Quality

HI TECH Air Conditioning Services, Inc. is dedicated to the highest standards of knowledge and training for our field staff.

We achieve this by the rigid enforcement from all members of the management team; a commitment to professionalism at all levels and a program of continued training of our field technicians on the changes in technology as it occurs.

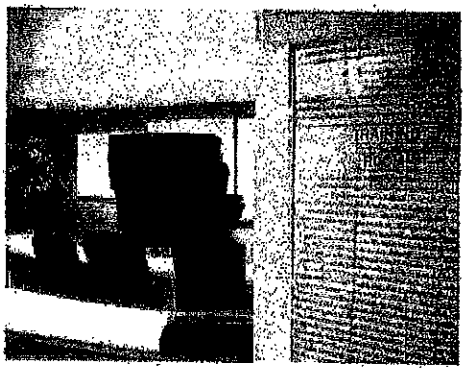
Training of our staff is initially received at our office in a climate controlled machine room, where we have an actual absorption chiller installed and operating during seminar sessions complete with all of the auxiliary circulating pumps and cooling tower.



HI TECH A/C Training Machine

The machine room is fronted by a wall of glass separating a formal training area designed to serve a maximum of 16 students at one time. This state of the art facility is constantly kept up to date to the latest in industry standards.

As a further benefit to our clients, HI TECH Air Conditioning Services, Inc. can provide supplemental training for equipment operators and maintenance staff on general building maintenance and equipment operations.



HI TECH A/C Seminar Room

In this manner HI TECH Air Conditioning Services, Inc. partners with the client to form a team with the client staff to assure complete coverage for the equipment serving the building.

Future Operations

The last decade of the past century closed out with the advent of technological advances in our computer industry dramatically changing our personal and professional lives.
The new Millennium will soon see even further advances in technology with a need for a greater utilization of ***Inter - Company*** relationships

The standard Management Company to Subcontractor relationship will still continue to exist, but for it to be effective on sophisticated chiller equipment as well as providing efficient building management, an emphasis on co-opting tactical and strategic responsibilities will be required.

Hi Tech Air Conditioning Service, Inc. has been operating with our clients in this manner towards achieving that goal for over seven years with huge success.

This success is defined by:

1. Less equipment down time

2. More efficient operation with a corresponding reduced utility expense to the client.

3. Better training for client employees The ability to anticipate and accrue for capital expense.

4.Customer satisfaction

HI Tech Air Conditioning Services Inc. has developed a business model based on **Planned Action** *versus* **Spontaneous Reaction.** It has been our experience that emergency service *always* costs the customer more than a properly implemented maintenance program.

With HI TECH Air Conditioning Service Inc. a properly planned preventive maintenance program custom tailored to fit each and every clients daily needs, while at the same time keeping a watchful eye on anticipated capital expenses has made us what we are today... One of the largest independently owned and operated industrial service agency in the New York metropolitan area with a very loyal and long term customer base.

So whether your facility is being handled by a 10 ton split system or a 1000 ton chiller or you have a plan and specification project or even need to have a project designed and built, you can depend on HI TECH Air Conditioning Service Inc. to provide rapid, competent and caring service.

For Service & Sales
Office (631)491-5210
Fax (631) 491-5307

info@hitechac.com

Please visit our website @ www.hitechac.com

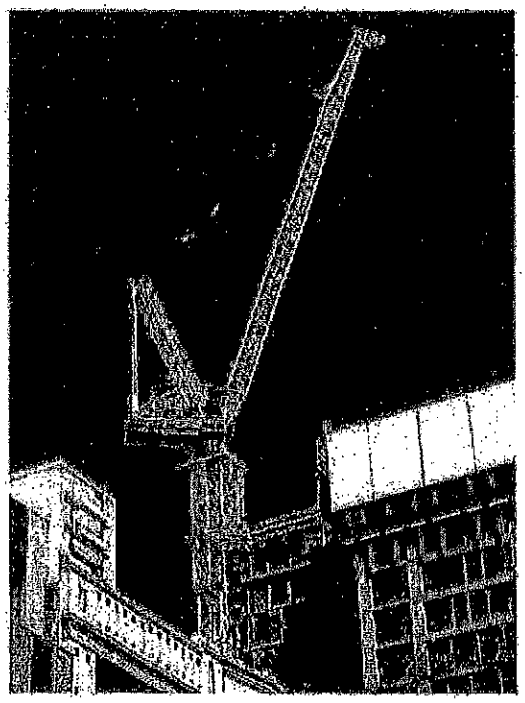
TYPICAL HI TECH CLIENTS

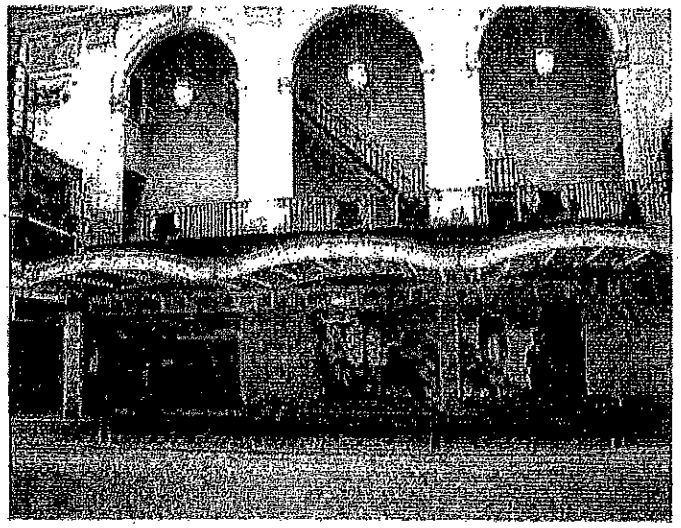
HI TECH Air Conditioning Service Inc. is a service agency where **Total System Service** is provided.

Please see our profile below of our loyal client list we provide a wide range of service for.

1. **Property Management Firms**
2. **Hotels**
3. **Schools**
4. **Broadway Theaters**
5. **Banks**
6. **Hospitals**
7. **Apartment Buildings**
8. **Nursing Homes**
9. **Laboratories**
10. **Office Buildings**
11. **Malls**

In having the ability to be able to make such a claim it should be inherently recognized that only by providing a superior service product line and a high state of technical competence would well known facilities depend on us for all of their air conditioning needs now and well into the future. HI TECH Air Conditioning Service, Inc. doesn't just boast excellence, we have over 25 years of diligence and dedication.





It is only by being a premier Service agency that we can proudly take credit in providing service to globally recognizable locations

B-13-16
ADDITIONAL
BACKUP

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 O. Felicetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772, ext 130
   Other present address(es) _____
   Telephone cell [redacted]
   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 ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES x NO ___ If Yes, provide details. 45 shares (45% interest) R.J. Industries, Inc. Stock

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 x NO ___ If Yes, provide details.
   Personally indemnify R.J. Industries' credit facilities with Signature Bank and Liberty Mutual (Surety)

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ___ If Yes, provide details.
   Vice President of RJI Mechanical, Inc. (affiliate of RJ Industries, Inc.)

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Rev. 3-2016

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 x NO ___ If Yes, provide details. see attached schedule of projects

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 x If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO x If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO x If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO x If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO x If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X___ If Yes, provide details for each such occurrence.

9. 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 X___ If Yes, provide details for each such investigation.

10. 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 X___ If Yes; provide details for each such investigation.

[illegible] years [illegible] [illegible] 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 X___ If Yes; provide details for each such instance.

12. 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 X___ If Yes, provide details for each such year.

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.

I, Richard O. Felicetta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of May 2016

Notary Public

MARYANNE HILTON
Notary Public, State of New York
Qualified in Nassau County
Commission Expires November 02, 2017

R.J. Industries, Inc.
Name of submitting business

Richard O. Felicetta
Print name

Signature

President
Title

5 / 3 / 2016
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 John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772, ext 131
   Other present address(es) _____
   City/state/zip _____
   Telephone cell [redacted]
   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 ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES x NO ___ If Yes, provide details. 45 shares (45% interest) R.J. Industries, Inc. Stock

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 x NO ___ If Yes, provide details.
   Personally indemnify R.J. Industries's credit facilities at Signature Bank and Liberty Mutual (surety)

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ___; If Yes, provide details.
   Vice President of RJI Mechanical, Inc. (affiliate of RJ Industries, Inc.) & officer (Treasurer) of James McCullagh Co., Inc. (overseeing the wind down and liquidation of company).

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 _x_ NO ___ If Yes, provide details. See Attached schedule of projects.

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 _x_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _x_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _x_ If Yes, provide details for each such instance.

   and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _x_ If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _x_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _x_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO x If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO x If Yes, provide details for each such occurrence.

9. 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 x If Yes, provide details for each such investigation.

10. 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 x If Yes; provide details for each such investigation.

11. In the past 5 years, have you or the business, or any other listed 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 x If Yes; provide details for each such instance.

12. 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 x If Yes, provide details for each such year.

CERTIFICATION

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I, John C. Doremus, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of May 2016

Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6278555
Qualified in Nassau County
Commission Expires November 02, 2017

R.J. Industries, Inc.
Name of submitting business

John C. Doremus
Print name

Signature

Vice President
Title

5 / 3 / 2016
Date

PROJECT & LOCATION	OWNER	CONTACT/CONSULTANT	ORIGINAL CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE	% COMPLETE
RJ Industries, Inc.					
Bay Park STP / Cedar Creek WPCP Odor Control Facility; Contract No S35110-01G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$24,767,700	March-16	93%
Bay Park STP Temporary Hot Water Piping System Emergency Contract No S3B119-06G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$3,937,700	January-16	88%
Town of Riverhead Advanced WWTP Total Maximum Daily Load (TMDL) Upgrade General Construction and Plumbing Contracts	Town of Riverhead	Chris Weiss (H2M Group) 631-756-8000	$17,869,900	Jun-16	68%
Cedar Creek WPCP Improvements to Protected & Domestic Water Systems; Contract S3C087-04G	Nassau County DPW	Joseph Davenport 516-571-7515	$1,447,423	March-15	53%
Yaphank County Center WWTP Denitrification System Improvements	County of Suffolk	Janice McGovern 631-852-4188	$1,868,800	December-15	79%
Car Washer Repairs at 239th Street Yard, Concourse Yard and Pelham Yard (Bronx) Contract No C-34913	MTA - New York City Transit	Demitrios Milonas 646-252-4127	$10,733,360	December-16	7%
RJI Mechanical, Inc.					
North Queens (Corona) Gate Station Install 36,000 feet High Pressure Gas Main	National Grid	John Lusardi (Network Infrastructure) 516-385-3030	$1,147,000	November-15	100%
BSRJ A TJV					
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E1) Contract No. S35121-13E	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$28,674,700	Jun-16	84%
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E3) Contract No. S35121-14F	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$97,447,200	Dec-17	2%
RJ / Scalamandre, Joint Venture					
Bay Park Sewage Treatment Plant Grit Removal Facility Improvements Contract No. S3B120-02G	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$16,187,700	Sep-17	29%

RJI Mechanical, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
North Queens (Corona) Gate Station Install 36,000 feet High Pressure Gas Main	National Grid	John Lusardi (Network Infrastructure) 516-385-3030	$1,147,000	2015
Manhattan Pshchiatric Center Wards Island - Plumbing	NYS - Office of General Services	Jim Dergin (Seacrest Construction Corp) 516-868-3000	$507,416	2015
Waldorf Astoria Motor Court Sprinkler System	Hilton Hotels	John Matrona (Waldorf) 212-872-4689	$244,315	2015
Mother Clara Hale Bus Depot Diesel Fuel System C-40455	MTA - New York City Transit	Scott Segal, PE (Silverite Construction) 516-681-0562	$502,364	2014
Waldorf Astoria 46th Floor Domestic Water Tank Refurbish & Install Temp By-pass	Hilton Hotels	John Matrona (Waldorf) 212-872-4689	$148,120	2012

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Glen Cove Wastewater Treatment Plant Above Ground Diesel Storage Tank & New Aeration Blower	Nassau County DPW	ph Davenport, PE 571-7515	$996,700	2015
Dock Place & Southland Drive Pump Station Reconstruction	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) eNicola@hazenandsawyer.com 881-7843	$892,200	2015
Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement	County of Suffolk	Berchtold, PE Suffolk County DPW 852-4189	$2,945,400	2014
Bergen Point WWTP (SCSD #3) Effluent Ultraviolet (UV) Disinfection	County of Suffolk	John Berchtold, PE Suffolk County DPW 631-852-4189	$13,747,700	2014
Great Neck Water Pollution Control Dist. Plant Upgrade and Expansion to 5.3 MGD	Great Neck WPCD	am F Cosulich, Assoc. ph Mautarano 364-9890	$44,557,700	2014
Great Neck Water Pollution Control Dist. Microturbine Cogeneration Facility	Great Neck WPCD	William F Cosulich, Assoc. Joseph Mautarano 516-364-9890	$1,995,500	2014
Replacement of Bus Washers at Manhattanville Bus Depot; Contract C-33091	MTA - New York City Transit	Keith Summa 646-252-3464	$2,148,272	2014
Bergen Point WWTP (SCSD #3) Screening Room Odor Control General Construction & HVAC Contracts	County of Suffolk	John Berchtold 631-852-4189	$2,347,860	2013

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Bay Park WWTP Emergency Contract (Sandy) Restore Plant Operations, Sewage Collection System & Related Infrastructure Repairs	Nassau County DPW	Joseph Davenport 516-571-7515	$2,701,537	2013
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP Upgrade & Expansion - GC & Mechanical	Village of Patchogue	Steven Cluff H2M Group 631-756-8000	$8,906,550	2011

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010
Great Neck Water District	Great Neck Water Dist.	Dvirka & Bartiluci	$648,000	2010

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Concrete Clearwell - Weybridge Road General Construction		Bill Merklin 516-595-4845		
SUNY - Maritime Replace Fuel Oil Tanks (Ft. Schuyler)	State University Construction Fund	Richard Brown 518-320-3204	$1,998,050	2010

As of December 2015

B13-16

Nassau County

Department of Public Works

Staff Summary

Subject: Cedar Creek WPCP Efficiency Improvements – Biosolids Reduction Project (Centrifuges)	Date: February 11, 2016
Department: Public Works	Vendor Name: R. J. Industries, Inc. 75 East Bethpage Road, PO Box 349, Plainview, NY 11803
Commissioner: Shila Shah-Gavnoudias	Contract No. S3C067-06G
Department Head Signature:	Personal Services ____ Blanket Res ___ Calendar ____ Bid √ Rules Comm. ____
Project Manager: Joseph N. Walker Phone No. 571-7512	Contract Manager: Richard O. Felicetta, President Phone Number: (516) 845-9772

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date& Init.	Approval	Date & Init.	Approval
SS 3/3/16	Dept. Head	4/29/16	Counsel to C.E.
RS 3/8/16	Budget	3/9/16	County Atty.
	Deputy C.E.	4/25/16	County Exec.

Narrative

Purpose: This contract is to provide the necessary labor and materials associated with the efficiency improvements to the Sludge Dewatering Systems at the Cedar Creek Water Pollution Control Plant. The principal features of the work to be performed under this contract consist of furnishing and installation of new plant equipment, and associated electrical and instrumentation.

Discussion: The existing sludge dewatering equipment, belt filter presses, is capable of dewatering sludge to a maximum 18% solids, whereas the proposed centrifuge dewatering equipment will be able to achieve dewatered sludge in the 24%-26% range. The increased solids percentage results in a reduced sludge volume for disposal thus reducing disposal and fees.

Impact on Funding: The contract provides for the expenditure of $3,424,400.00. Funding will be provided through an existing Capital Project No. 3C067. Bids were opened on January 19, 2016; and, RJ Industries, Inc. was accepted as the lowest responsible bidder.

Recommendation: It is recommended that this contract be approved as submitted.

SSG:KGA:JLD:cs

2016 MAY -2 A 11:08
NASSAU COUNTY
CLERK OF THE LEGISLATIVE
RECEIVED

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: RJ Industries, Inc

2. Dollar amount requiring NIFA approval: $ 3,424,400.00

Amount to be encumbered: $ 3,424,400.00 N/A

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12 Months

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ✓ No
If not, will it require a future borrowing? ✓ Yes ___ No
Has the County Legislature approved the borrowing? ✓ Yes ___ No ___ N/A
Has NIFA approved the borrowing for this contract? ___ Yes ✓ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This contract is to provide the necessary labor and materials associated with the efficiency improvements to the Sludge Dewatering Systems at the Cedar Creek Water Pollution Control Plant. The principal features of the work to be performed under this contract consist of furnishing and installation of new plant equipment, and associated electrical and instrumentation.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds $50K

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Allen — 3/8/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: RJ Industries

CONTRACTOR ADDRESS: 75 East Bethpage Road, P.O. Box 349, Plainview, NY 11803

FEDERAL TAX ID #: 11-3401288

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☒ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday [newspaper] on _____ [date]. The sealed bids were publicly opened on January 19, 2016 [date]. 6 [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/8/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Exhibit A

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? If yes, to what campaign committee?

Since January 1, 2014, R.J. Industries, Inc. has contributed to Friends of Ed Mangano ($3,500 in '2015 & $5,000 in 2014) and Friends of George Maragos ($2,000 in 2014).

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: R.J. Industries, Inc.

Dated: 3/30/16

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

We have not hired a lobbying firm.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NA

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NA

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NA

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NA

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

NA

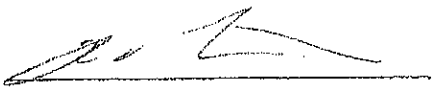
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/30/2016

Signed: 

Print Name: Richard O. Felicetta

Title: President

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

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

COUNTY OF NASSAU

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

1. Name of the Entity: R.J. Industries, Inc.

Address: 75 East Bethpage Road; PO Box 349

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3401288

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Sub S-Corp Other (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):

Richard O. Fellcetta, President; [redacted]

John C. Doremus, Vice President; [redacted]

John E. Kozlarz, Vice President; [redacted]

William J. Doremus, Secretary-Treasurer; [redacted]

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.

see response to question #4

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.

RJI Mechanical, Inc.

BSRJ A T/V

RJ/Scalamandre, JV

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.

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

no

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.

Dated: 3/30/2016

Signed: [signature]

Print Name: Richard O. Fellcetta

Title: President

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

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: _____

1) Proposer's Legal Name: R.J. Industries, Inc.

2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): PO Box 349; Plainview, NY 11803

Phone: 516-845-9772

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-3401288

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) Subchapter s-corp

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes x No ____ If Yes, please provide details: BSRJ A T/V, RJ/Scalamandre, JV

8) Does this business control one or more other businesses? Yes X No ____ If Yes, please provide details: RJ East Bethpage Road, LLC (operates the main office building in Plainview, NY)

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes x No ___ If Yes, provide details. R.J.I. Mechanical, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No x If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge.

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 x

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No x___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No x___ If Yes, provide details for each such occurrence. _____

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 x___; If Yes, provide details for each such instance. _____

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 x___ 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. _____

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. On the previous disclosure form we noted that one of our employees is related to an employee of Hazen and Sawyer which is employed by Nassau County. Nassau County has since awarded contracts to us.

(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.

We would be pleased to assist Nassau County in its' efforts to eliminate conflicts of interest. Should we learn of any potential conflicts, we intend to notify the County for its' determination on what is appropriate.

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 9/2/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company; see attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 25 non-union / union staff varies (usually between 25 & 35)

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments see attached list of projects

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

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 see attached list of projects

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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.

I, Richard O. Fellcetta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30th day of March 2016

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4864133
Qualified in Nassau County
Commission Expires May 27, 2018

Name of submitting business: R.J. Industries, Inc.

By: Richard O. Fellcetta
Print name

Signature

President
Title

3/30/2016
Date

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	CONTACT/CONSULTANT	ORIGINAL CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE	% COMPLETE
RJ Industries, Inc.					
Bay Park STP / Cedar Creek WPCP Odor Control Facility; Contract No S35110-01G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$24,767,700	March-16	93%
Bay Park STP Temporary Hot Water Piping System Emergency Contract No S3B119-06G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$3,937,700	January-16	68%
Town of Riverhead Advanced WWTP Total Maximum Daily Load (TMDL) Upgrade General Construction and Plumbing Contracts	Town of Riverhead	Chris Weiss (H2M Group) 631-756-8000	$17,869,900	Jun-16	68%
Cedar Creek WPCP Improvements to Protected & Domestic Water Systems; Contract S3C087-04G	Nassau County DPW	Joseph Davenport 516-571-7515	$1,447,423	March-16	53%
Yaphank County Center WWTP Denitrification System Improvements	County of Suffolk	Janice McGovern 631-852-4188	$1,868,800	December-15	79%
Car Washer Repairs at 239th Street Yard, Concourse Yard and Pelham Yard (Bronx) Contract No C-34913	MTA - New York City Transit	Demitrios Milonas 646-252-4127	$10,733,360	December-16	7%
RJ Mechanical, Inc.					
North Queens (Corona) Gate Station Install 35,000 feet High Pressure Gas Main	National Grid	John Lusardi (Network Infrastructure) 516-385-3030	$1,147,000	November-15	100%
BSRJA JV					
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E1) Contract No. S35121-13E	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$28,674,700	Jun-16	84%
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E3) Contract No. S35121-14F	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$97,447,200	Dec-17	2%
RJ / Scalamandre, Joint Venture					
Bay Park Sewage Treatment Plant Grit Removal Facility Improvements Contract No. S38120-02G	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$16,187,700	Sep-17	29%

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Glen Cove Wastewater Treatment Plant Above Ground Diesel Storage Tank & New Aeration Blower	Nassau County DPW	Joseph Davenport, PE 516-571-7515	$996,700	2015
Dock Place & Southland Drive Pump Station Reconstruction	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$892,200	2015
Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement	County of Suffolk	John Berchtold, PE Suffolk County DPW 631-852-4189	$2,945,400	2014
Bergen Point WWTP (SCSD #3) Effluent Ultraviolet (UV) Disinfection	County of Suffolk	John Berchtold, PE Suffolk County DPW 631-852-4189	$13,747,700	2014
Great Neck Water Pollution Control Dist. Plant Upgrade and Expansion to 5.3 MGD	Great Neck WPCD	William F Cosulich, Assoc. Joseph Mautarano 516-364-9890	$44,557,700	2014
Great Neck Water Pollution Control Dist. Microturbine Cogeneration Facility	Great Neck WPCD	William F Cosulich, Assoc. Joseph Mautarano 516-364-9890	$1,995,500	2014
Replacement of Bus Washers at Manhattanville Bus Depot; Contract C-33091	MTA - New York City Transit	Keith Summa 646-252-3464	$2,148,272	2014
City of Long Beach Rehabilitation of New York Avenue Lift Station	City of Long Beach		$448,400	2014
Bergen Point WWTP (SCSD #3)	County of Suffolk	John Berchtold	$2,347,860	2013

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant 631-852-4189	CONTRACT AMOUNT	DATE COMPLETED
Screening Room Odor Control General Construction & HVAC Contracts				
Bay Park WWTP Emergency Contract (Sandy) Restore Plant Operations, Sewage Collection System & Related Infrastructure Repairs	Nassau County DPW	Joseph Davenport 516-571-7515	$2,701,537	2013
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP	Village of Patchogue	Steven Cluff	$8,906,550	2011

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Upgrade & Expansion - GC & Mechanical		H2M Group 631-756-8000		
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010

As of December 2015

RJ Industries, Inc.
11-3401288
New York State S-Corporation

Officers / Principals
Richard Felicetta: President, [redacted]
John Doremus: Vice President,
John Koziarz: Vice President –
William Doremus: Secretary & Treasurer,

Safety / Risk Engineering
Vijay Kumar
Phil Belfiore

Project Management / Supervision
Keith Olsen – Sr. Project Manager (Purchasing & Subcontract Management)
Joshua Rogers – Project Manager
Nicholas Felicetta – Project Manager
Joseph Felicetta – Supervisor
Todd Melzer – Supervisor
Tony Etersque – Supervisor (Mechanical)

Office / Administration
Maryanne Hilton – Controller
Evellyn Dellaratta- Office Manager
Lynn Saccone – Purchasing Assistant

Union Staff includes Engineers, Carpenters, Plumbers, Steamfitters, Laborers

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 O. Fellcetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772, ext 130
   Other present address(es) _____
   City/state/zip _____
   Telephone cell [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9/12/97 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES x NO ___ If Yes, provide details. 45 shares (45% interest) R.J. Industries, Inc. Stock

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 x NO ___ If Yes, provide details.
   Personally Indemnify R.J. Industries' credit facilities with Signature Bank and Liberty Mutual (Surety)

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ___ 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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

   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 details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X___ If Yes, provide details for each such occurrence.

9. 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 X___ If Yes, provide details for each such investigation.

10. 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 X___ If Yes; provide details for each such investigation.

11. 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 X___ If Yes; provide details for each such instance.

12. 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 X___ If Yes, provide details for each such year.

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.

I, Richard O. Felicetta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of March 2016

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

R. J. Industries, Inc.
Name of submitting business

Richard O. Felicetta
Print name

Signature

President
Title

3/30/2016
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 John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772, ext 131
   Other present address(es) _____
   City/state/zip _____
   Telephone cell [redacted]
   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 ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 8/2/1997 to Pres ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES x NO ___ If Yes, provide details. 45 shares (45% interest) R.J. Industries, Inc. Stock

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 x NO ___ If Yes, provide details.
   Personally indemnify R.J. Industries's credit facilities at Signature Bank and Liberty Mutual (surety)

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

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e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO x If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO x If Yes, provide details for each such occurrence.

9. 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 6? YES ___ NO x If Yes, provide details for each such investigation.

10. 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 x If Yes; provide details for each such investigation.

11. 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 x If Yes; provide details for each such instance.

12. 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 x If Yes, provide details for each such year.

CERTIFICATION
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I, John C. Doremus, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30 day of March 2016

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

R.J. Industries, Inc.
Name of submitting business

John C. Doremus
Print name

Signature

Vice Pres.
Title

3/30/2016
Date

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 3, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S3C067-06G

Title: **CONTRACT S3C067-06G – CEDAR CREEK WATER POLLUTION CONTROL PLANT – EFFICIENCY CAPITAL IMPROVEMENT-SLUDGE REDUCTION**

Bids received on: January 19, 2016

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **R.J. Industries, Inc.,** as the lowest responsible bidder with a total bid amount of **$3,424,400.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Division of Administration
Att: Kenneth G. Arnold, Assistant to Commissioner

FROM: Division of Engineering
Water/Wastewater Engineering Unit

DATE: February 24, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No:	S3C067-06G
Title:	Cedar Creek WPCP Energy Efficiency Sludge Reduction Project
Engineer's Estimate:	$4,202,886.00
Bids Received On:	January 19, 2016

The bids received for the above-mentioned contract have been examined; and, the bid submitted by RJ Industries, Inc., in the amount of $3,424,400.00 is acceptable as the lowest responsible bidder.

Since the low bid is less than the engineer's estimate and adequate funds are available (Capital Project No. 3C067), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find Engineer of Record Recommendation letter, CSEA memo, MWBE Utilization Plan, Staff Summary, NIFA, Comptroller Approval and Request to Initiate forms for your information and use.

Joseph L. Davenport
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit

JLD:cs
Attachments
c: Joseph N. Walker, Assistant Superintendent of Water Supply
Brent Chow, Jacobs Engineering
John Domenica, Jacobs Engineering
Loretta V. Dionisio, Hydrogeologist II

REQUEST TO INITIATE RTI Number 15-0394

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☐ **RFP** ■ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: S3C067-06G Cedar Creek WPCP – Energy Efficiency Sludge Reduction Project

Department: Public Works Project Manager: Joseph Davenport Date: November 13, 2015

Service Requested: General Construction Services to Modify the Cedar Creek Sludge Dewatering Facility

Justification: Modifications of the existing Sludge Dewatering Building to include (2) new dewatering centrifuges and associated equipment will result in cost savings and efficient sludge processing at the Cedar Creek Water Pollution Control Plant. The services of a general contractor are required to execute the construction contract.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $5,959,035
Circle appropriate phase

Total Project Cost: $7,596,194 (Includes, design, construction and CM)

Date Start Work: 5/2/16 (NTP) (Phase being requested)

Duration: 500 days (construction) (Phase being requested)

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 3C067
See Attached Sheet if multiyear ☐

NIFS Entered : _____ SIGNATURE _____ DATE

AIM Entered: K Angwin 12/15/15 SIGNATURE DATE

Funding Code: 3C067 000 (use this on all encumbrances)

Timesheet Code: 3C067 006 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

B13-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S3C067-06G, CEDAR CREEK WATER POLLUTION CONTROL PLANT – EFFICIENCY CAPITAL IMPROVEMENT-SLUDGE REDUCTION ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of R.J. INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 3,424,400.00 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

CDM Smith

60 Crossways Park West, Suite 340
Woodbury, NY 11757
tel: 516-496-8400
fax: 516-921-1521

February 8, 2016

Joseph L. Davenport, P.E.
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Subject: Nassau County, New York - Wastewater Facilities Efficiency Improvements
Contract No. S3C067-06G Sludge Reduction Dewatering (DWR) Project
Bid Evaluation and Recommendation

Dear Mr. Davenport:

On January 19, 2016, Nassau County Department of Public Works (NCDPW) received six bids for the above referenced project. Camp Dresser McKee & Smith (CDM Smith) has performed a bid analysis of the bids received. Below is our summary of the analysis, references, and recommendation.

Bid Analysis

CDM Smith has reviewed the lump sum bids for Contract No. S3C067-06G which are summarized as follows:

Description	Item No. 1 (Lump Sum of Base Bid)
Engineer's Opinion of Probable Construction Cost	$4,202,886
R.J. Industries, Inc.	$3,424,400
John P. Picone, Inc.	$4,024,000
Posillico Civil, Inc.	$4,136,000
Mace Contracting Corp.	$4,139,000
Yonkers Contracting Company, Inc.	$4,231,000
W.H.M. Plumbing	$6,284,108

R.J. Industries, Inc (R.J. Industries) is the apparent low bidder with a bid that is approximately $800,000 (19%) less than the Engineer's Opinion of Probable Construction Cost. We believe the bid offered by R.J. Industries is reasonable and R.J. Industries has affirmed their commitment to the County to honor this bid price.

CDM Smith

Past Experience

CDM Smith also reviewed the Qualification Statement submitted with R.J. Industries, Inc.'s proposal. From the list of current and past projects performed, it is apparent that R.J. Industries and their business associations had at least eleven (11) projects involving work for the NCDPW since 2010 and they have performed work at the Cedar Creek WPCP. Contracts with the NCDPW range in value from $0.9M to $97.4M.

In addition to work with the NCDPW, R.J. Industries has significant experience with projects involving wastewater facilities in the area.

Award Recommendation

Based upon the above, CDM Smith recommends that this contract be awarded to the lowest responsive responsible bidder, R.J. Industries, in the amount of $3,424,400. CDM Smith's recommendation is based on confirmation by the County of R.J. Industries' compliance with the bonding, insurance, and other bidding requirements of the Contract.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to working with the County during the construction phase of this important project.

Sincerely,

Howard Matteson, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: J. Walker, Nassau County
C. Korzenko, CDM Smith

File: pw:\\DACPWAPP2:PW_EXT\Documents\5044\108742\

Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form

(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION

Recipient/Municipality: Department of Public Works		**County:** Nassau	
SRF Project No.:	**GIGP No.:**	**Contract ID:** S3C067-06G	**Registration No. (NYC only):**
Minority Business Officer:		**Email:**	**Phone #:**
Address of MBO:			
Signature of MBO: (Required even if Authorized Rep. is filled out) ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**
Complete if applicable: MBO may authorize representative to complete & submit quarterly payment reports.			
Authorized Representative:		**Title:**	
Authorized Rep. Company:		**Email:**	**Phone #:**
Electronic Signature of Authorized Rep.: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION

If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at www.efc.ny.gov/mwbe

Firm Name: R.J. Industries, Inc. | **Contract Type:** ☒ Construction ☐ Other Services

Prime Firm is Certified as: ☐ MBE ☐ WBE ☒ N/A ☐ Other:
Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.

Address: PO BOX 349, Plainview, NY 11803 | **Phone #:** 516-845-9772 | **Fed. Employer ID #:** 11-3401288

Description of Work: Energy Efficient Sludge Reduction Project Cedar Creek WPCP

Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ 3,424,400.00			**MBE:** % $	**MBE:** 0.87% $ 30,000.00
MWBE Eligible Contract Amount: $ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**WBE:** % $	**WBE:** 7.88% $ 270,000.00
			Total: 20% $ 684,880.00	**Total:** 8.76% $ 300,000.00

If waivers are requested, documentation must be attached: ☐ **Full Waiver** (No Participation) ☐ **Partial Waiver** (Short of the MWBE Goal)

☐ **Specialty Equipment/Services Waiver** (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)

Electronic Signature of Contractor: ☒ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Date:** 2/12/2016

Name (Please Type)**:** Richard Felicetta, President

SECTION 3: UTILIZATION PLAN				
This Submittal is: ☒ The First/Original Utilization Plan ☐ Revised Utilization Plan #:				
NYS Certified M/WBE Contractor & Subcontractor Info (MBO to check certifications)		**Contract Amount:**		**For EFC Use:**
		MBE ($)	**WBE ($)**	
Name: FCS Group LLC.	**Fed. Employer ID#:** 37-1462733	$30,000.00		
Address: 57-12 Grand Ave., 2nd Floor, Maspeth, NY 11378	**Phone #:** 516-599-4100			
Scope of Work: Painting	**Email:** nsingh@fcsnewyork.com			
Select Only One: ☒ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name: E-Mech Contracting, Inc.	**Fed. Employer ID#:** 11-3200070		$260,000.00	
Address: 84 North 19th St., Wyandanch, NY 11798	**Phone #:** 631-920-0764			
Scope of Work: Install Centrifuges	**Email:** emechinc@optonline.net			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name: Metrofab Pipe Inc.	**Fed. Employer ID#:** 11-3135667		$10,000.00	
Address: 15 Fairchild Ct., Plainview, NY 11803	**Phone #:** 516-349-7373			
Scope of Work:	**Email:** lizmetrofab@yahoo.com			
Select Only One: ☐ **MBE** ☒ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ **MBE** ☐ **WBE** ☐ Other:	**Start Date:**			
Full Contract Amount: $	**Completion Date:**			

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: November 23, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Creek WPCP – Sludge Reduction Project
S3C067-06G General Construction Contract

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   General construction at the Cedar Creek Water Pollution Control Plant

2. The work involves the following:

   Modifications of the existing Sludge Dewatering Building to include (2) new dewatering centrifuges and associated equipment.

3. An estimate of the cost is: $5,959,035

4. An estimate of the duration is: 500 days

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
✓Joseph N. Walker, Assistant Superintendent Water Supply

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned R.J. Industries, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 11th day of January, 20 16

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S3C067-06G for the Cedar Creek Water Pollution Control Plant Efficiency Capital Improvement Sludge Reduction Capital Project SC3067-06G, Nassau County, New York. Contract No.: S3C067-06G - General Construction

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

R.J. Industries, Inc.
75 East Bethpage Road, P.O. Box 349, Plainview, NY 11803
Contractor

by _____ (L.S.) (Corporate seal of Contractor
William J. Doremus, Secretary-Treasurer Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Surety

by _____ (L.S.)
Title of Officer Susan Lupski, Attorney-In-Fact

Witness:
~~XXXXX~~ _____ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXXX~~

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(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Nassau)

On this 12th day of January, 2016, before me personally came William J. Dorcmus to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted]
that he is the Sec. Treasurer of the R.J. Industries, Inc.
the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Maryanne Hilton
Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified in Nassau County
Commission Expires November 02, 2017

(Acknowledgment by Contractor if a partnership)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)
)
ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:

COUNTY OF Nassau)

On this 11th day of January , 20 16 , before me personally came Susan Lupski to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski and knows him to be the Attorney-In-Fact of said company; that the signature of the said Susan Lupski subscribed to the within instrument is in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice

Notary Public

DANA GRANICE
Notary Public, State of New York
No. 01GR6099128
Qualified in Suffolk County
Commission Expires 9/22/2019

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POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. [redacted]

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Woo-Warren; Nelly Rerichwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer of official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of September, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman of the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JAN 11 2016 day of _____, 20_____.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets	
Cash and Bank Deposits	[redacted]
*Bonds — U.S Government	
*Other Bonds	
*Stocks	
Real Estate	
Agents' Balances or Uncollected Premiums	
Accrued Interest and Rents	
Other Admitted Assets	
Total Admitted Assets	

Liabilities	
Unearned Premiums	[redacted]
Reserve for Claims and Claims Expense	
Funds Held Under Reinsurance Treaties	
Reserve for Dividends to Policyholders	
Additional Statutory Reserve	
Reserve for Commissions, Taxes and Other Liabilities	
Total	
Special Surplus Funds	
Capital Stock	
Paid in Surplus	
Unassigned Surplus	
Surplus to Policyholders	
Total Liabilities and Surplus	

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

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CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guarantees and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of [redacted] (Capital [redacted] as is shown by its sworn financial statement for the Year-End **as of December 31, 2014**, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

www.dfs.ny.gov

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

CONTRACT NO. S3C067-06G

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
R.J. Industries, Inc. Plainview, NY 11803 Federal ID No.: 11-3401288	Cedar Creek WPCP Sludge Reduction	1/19/16	$3,424,400.-

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [x] Plumbing and Gas Fitting
- [x] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
LEB Electric Corp. Copiague, NY Federal ID No.	☐	☐	☑	Electrical Subcontract	$960,000
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Richard O. Felicetta, President Date: January 19, 2016

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR

SLUDGE REDUCTION

Contract No. S3C067-06G

GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: R. J. Industries, Inc.

Bidder: an S corporation
(Individual, Firm or Corporation as case may be)

Bidder's Business Address: 75 East Bethpage Road, Po Box 349 Plainview, NY 11803

Telephone: 516-845-9772

Date of Bid: January 19, 2016

FAX: 516-454-1759

E-mail: bjd@rjii.net

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

Name and Residence of Partner: _____

Name and Residence of Partner: _____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: Richard O. Felicetta [redacted]

Name and Residence of Vice-President: John C. Doremus [redacted]

Name and Residence of ~~Secretary~~ Vice Pres.: John E. Koziarz [redacted]

Name and Residence of Treasurer: ~~Secretary~~ William J. Doremus [redacted]

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this Bid; and that no other person, firm or corporation, except those herein named, has any interest in this Bid or in the Contract proposed to be entered into.

2. That this Bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or will become interested directly, or indirectly, as a contracting party, partner, stockholder, Surety or otherwise in this Bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the Work; the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach the Contractor shall be required to have such a license.

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.
7. Bids may be rejected if the County determines that the contractor's experience and qualification statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning maintenance of plant operations (MOPO) and complex phasing and sequencing of equipment on and off line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate price bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties
SCHOOL (631) 286-8677
FAX (631) 286-8683
UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719
247-C

January 5, 2016

Nassau County
Department of Public Works
1550 Franklin Avenue
Mineola, NY 11501

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
R.J. Industries

Contract: Contract# S35114-10G Chemical Reduction at CCWPCP

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to R. J. Industries, to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S3C067-06G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all General Construction work for the Sludge Reduction Project as specified and shown on the drawings, complete and ready for operation. Dollars Cents			$ 3,424,400	..

TOTAL BASE BID (Bid Item No. 1): $ 3,424,400.00

TOTAL BASE BID (Bid Item No. 1): MUST BE WRITTEN IN WORDS:

Three Million, four hundred and twenty four thousand, four hundred dollars + no cents
DOLLARS CENTS

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances items.

GENERAL CONSTRUCTION

PROPOSAL: For all Work in accordance with the Plans and Specifications:

Bidder: R.J. Industries, Inc.
(Individual, Firm or Corporation as case may be)

Individual's Social Security No.: _____

Federal I.D. No. 11-3401288

By: _____
(Signature of Individual, Partner or Corporate Officer)

(Print): Richard O. Felicetta

Title: President

(Where Bidder is a Corporation Add)

ATTEST: _____
Secretary

(Corporate Seal)

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this __ day of_____ 20____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of_____ 20____.

_____
Notary Public

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Richard O. Felicetta Being duly sworn, deposes and says: That he resides at [redacted] at he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said Corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me this 4th day of January 20 16.

Maryanne Hilton
Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified in Nassau County
Commission Expires November 02, 2017

QUALIFICATION STATEMENT

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had?

   a. as a Prime Contractor 7

   b. as a Subcontractor 17

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to you? no
   If so, identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? no
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions.

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and date of all such declarations.

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm?

a. that failed to complete a construction contract? no
If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts?
no

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? no
If so; state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

Real Estate Partnership 512 W 185th Street, LLC (minority interest)

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard C. Felicetta,	President,	27 yrs.	General & Mechanical	Executive/Project Mgt
John C. Doremus,	Vice President,	24 yrs.	General & Mechanical	Executive/Project Mgt
John E. Koziarz,	Vice President,	24 yrs.	Mechanical	Proj. Mgmt.
William J. Doremus,	Sec. Treasurer	16 yrs.		Finance/Admin.

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected.

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Signature Bank - 2010 Grove RT 600E (50 Ton Crane)

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.
Review of contract documents & pre-bid site visit

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.
Will perform in accordance with owner approved schedule

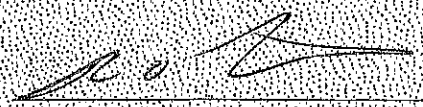
16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.
John Doremus

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached sample certificate

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "**Qualifications and Responsibility of Bidders**" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.



Richard O. Felicetta, President

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Richard O. Feliciello
_____ Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
R.J. Industries, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 11th day of January, 20 16.

Marguerite Hilton
Notary

MARGUERITE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified in Nassau County
Commission Expires November 02, 20 17

(Form of affidavit where Bidder is a firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is a member of
the firm in which executed the foregoing bid; that he duly subscribed in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
this day of ,20

_____
Notary

(Form of affidavit where Bidder is a individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
this day of ,20

_____
Notary

RJ Equipment

Year	Item	Model No	Serial No.	Value / Orig Cost
2010	Grove RT 600E (50 Ton Crane)	[redacted]		
2005	Link Belt RTC (50 Ton Crane)			
	Landis 6" Pipe Threader			
2013	CAT Excavator			
2012	Geomax Robotic Total Station (Photo Lens)			
2013	Geomax Robotic Total Station (Photo Lens)			
2014	Zenith 25 GPS			
2011	Moretrench (Various Dewatering Equipment)			
2011	Komatsu Hydraulic Excavator			
1999	CAT Hydraulic Excav			
2002	CAT Skid Loader			
1991	GROVE Hyd Crane			
2006	CAT Excavator			
2002	CAT Mini Excavator			
2001	CAT 725 Articulated Dump Truck			
2002	CAT Mini Excavator			
2001	CAT Backhoe			
2002	CAT Skid Loader			
1990	John Deere Pay Loader			
1999	CAT Excavator			
1997	CAT Excavator			
1997	JCB Telehandler (Forklift)			
	Gradall Forklift			
1998	CAT Backhoe			
2002	CAT Bulldozer			
2003	ROBOVIB Pile Driver			
2006	CAT Excavator			
2004	GORMAN RUPP - 4" Diesel Pump			
	GORMAN RUPP - 6" Dry Prime Pump			
2001	Ingersoll Rand Vibratory Smooth Drum Roller			
1998	CHICAGO PNEUMATIC Compressor	[redacted]		
2008	Concrete Saw - Self Propelled			
	Concrete Forms			
	3 - WHIRLYBIRDS			
	4-5 VIBRATORS			
	Light Towers			
	Light Towers			
	Light Towers			
2003	JLG 400S - Self Propelled Deutz	[redacted]		
2006	Skyjack			
2005	Skyjack			
2006	Skyjack			
2001	JLG Telescopic Boom Lift			
2001	Lull - Telescopic Fork Lift			
2002	JLG Telescopic Boom Lift			
	Yale Forklift GP 070			
2009	CAT Payloader	[redacted]		
2005	John Deere (off road Dump)			

R.J. Industries, Inc.

Prime Contracts In Progress

PROJECT & LOCATION	OWNER	CONTACT/CONSULTANT	ORIGINAL CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE	% COMPLETE
RJ Industries, Inc.					
Bay Park STP / Cedar Creek WPCP Odor Control Facility; Contract No S35110-01G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$24,767,700	March-16	93%
Bay Park STP Temporary Hot Water Piping System Emergency Contract No S3B119-06G	Nassau County DPW	Joseph Davenport / 516-571-7515 Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$3,937,700	January-16	68%
Town of Riverhead Advanced WWTP Total Maximum Daily Load (TMDL) Upgrade General Construction and Plumbing Contracts	Town of Riverhead	Chris Weiss (H2M Group) 631-756-8000	$17,869,900	Jun-16	68%
Cedar Creek WPCP Improvemebts to Protected & Domestic Water Systems; Contract S3C067-04G	Nassau County DPW	Joseph Davenport 516-571-7515	$1,447,423	March-16	53%
Yaphank County Center WWTP Denitrification System Improvements	County of Suffolk	Janice McGovern 631-852-4188	$1,868,800	December-15	79%
Car Washer Repairs at 239th Street Yard, Concourse Yard and Pelham Yard (Bronx) Contract No C-34913	MTA - New York City Transit	Demitrios Milonas 646-252-4127	$10,733,360	December-16	7%
RJI Mechanical, Inc.					
North Queens (Corona) Gate Station Install 36,000 feet High Pressure Gas Main	National Grid	John Lusardi (Network Infrastructure) 516-385-3030	$1,147,000	November-15	100%

as of December 2015

R.J. Industries, Inc.

Prime Contracts In Progress

PROJECT & LOCATION	OWNER	CONTACT/CONSULTANT	ORIGINAL CONTRACT AMOUNT	SUBSTANTIAL COMPLETION DATE	% COMPLETE
BSRJ A TJV					
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E1) Contract No. S35121-13E	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$28,674,700	Jun-16	84%
Bay Park Sewage Treatment Plant Electrical Substation Upgrades (Phase E3) Contract No. S35121-14F	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$97,447,200	Dec-17	2%
RJ / Scalamandre, Joint Venture					
Bay Park Sewage Treatment Plant Grit Removal Facility Improvements Contract No. S35120-02G	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$16,187,700	Sep-17	29%

as of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Glen Cove Wastewater Treatment Plant Above Ground Diesel Storage Tank & New Aeration Blower	Nassau County DPW	Joseph Davenport, PE 516-571-7515	$996,700	2015
Dock Place & Southland Drive Pump Station Reconstruction	Nassau County DPW	Michael DeNicola (Hazen & Sawyer) MDeNicola@hazenandsawyer.com 516-881-7843	$892,200	2015
Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement	County of Suffolk	John Berchtold, PE Suffolk County DPW 631-852-4189	$2,945,400	2014
Bergen Point WWTP (SCSD #3) Effluent Ultraviolet (UV) Disinfection	County of Suffolk	John Berchtold, PE Suffolk County DPW 631-852-4189	$13,747,700	2014
Great Neck Water Pollution Control Dist. Plant Upgrade and Expansion to 5.3 MGD	Great Neck WPCD	William F Cosulich, Assoc. Joseph Mautarano 516-364-9890	$44,557,700	2014
Great Neck Water Pollution Control Dist. Microturbine Cogeneration Facility	Great Neck WPCD	William F Cosulich, Assoc. Joseph Mautarano 516-364-9890	$1,995,500	2014
Replacement of Bus Washers at Manhattanville Bus Depot; Contract C-33091	MTA - New York City Transit	Keith Summa 646-252-3464	$2,148,272	2014
City of Long Beach Rehabilitation of New York Avenue Lift Station	City of Long Beach		$448,400	2014
Bergen Point WWTP (SCSD #3)	County of Suffolk	John Berchtold	$2,347,860	2013

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION Screening Room Odor Control General Construction & HVAC Contracts	OWNER	Contractor / Consultant 631-852-4189	CONTRACT AMOUNT	DATE COMPLETED
Bay Park WWTP Emergency Contract (Sandy) Restore Plant Operations, Sewage Collection System & Related Infrastructure Repairs	Nassau County DPW	Joseph Davenport 516-571-7515	$2,701,537	2013
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP	Village of Patchogue	Steven Cluff	$8,906,550	2011

As of December 2015

R.J. Industries, Inc.

PROJECT & LOCATION Upgrade & Expansion - GC & Mechanical	OWNER	Contractor / Consultant H2M Group 631-756-8000	CONTRACT AMOUNT	DATE COMPLETED
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010

As of December 2015

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: November 10, 2015

1) Bidder's/Proposer's Legal Name: R.J. Industries, Inc.

2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803

List all other business addresses used within last five years: n/a

3) Mailing Address (if different): 75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Phone : 516-845-9772

Does the business own or rent its facilities? n/a

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-3401288

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation x__ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes x__ No ___ If Yes, please provide details: RJ manages BSRJ A T/V & RJ/Scalamandre, JV out of it's main office in Plainview, NY.

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 x__ No ___ If Yes, provide details. R.J.I. Mechanical, Inc.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x__ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

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? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

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? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

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? No x Yes ___; If Yes, provide details for each such instance. _____

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? No x Yes ___ 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. _____

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:

(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 as collection agent on behalf of Nassau County. none

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. none

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.

17)a)(ii) In 2014, RJ had an open position for an MWBE Officer; we attempted to fill the position with a former employee who was our MWBE Officer but she declined. We received a resume from Brittany Pedenzin, who happens to be related to Robert Pedenzin, an employee of Hazen and Sawyer, the engineering firm currently working for Nassau County.
Brittany was hired and has been working as our MWBE officer on all RJ (& related) projects since April 7, 2014.

17)b) We would be willing to assist Nassau County on any initiatives that would help the County maintain protocols that eliminate potential conflicts of interest. Should we learn of any potential / questionable issues that may arise, we intend to notify the County for its determination of what is appropriate.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 9/2/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company; see attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 25 non-union / union varies (25-35)

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

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

see enclosed schedule of projects

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company see attached

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

Company

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard O. Felicetta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of January 2016

Maryanne Hilton
Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified in Nassau County
Commission Expires November 02, 2017

Name of submitting business: R.J. Industries, Inc.

By: Richard O. Felicetta
Print name

Signature

President
Title

1 / 19 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard O. Felicetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9 / 2 /1997 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Stockholder (45% interest in R.J. Industries, Inc.)

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? NO ___ YES X If Yes, provide details.
   Personal Guarantor - RJ (& affiliated) credit lines at Signature Bank

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X ; If Yes, provide details.
   Managing Member of RJ/Scalamandre, JV and BSRJ A T/V

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? NO ___ YES X If Yes, provide details.
   See Attached Schedule of Projects

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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   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? NO X YES ___ If Yes, provide details for each such instance.

   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? NO X YES ___ If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   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? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. 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? NO X___ YES ___ If Yes, provide details for each such investigation.

10. 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? NO _X___ YES ___ If Yes; provide details for each such investigation.

11. 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? NO X___ YES ___ If Yes; provide details for each such instance.

12. 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? NO _X___ YES ___ If Yes, provide details for each such year.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard O. Felicetta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of January 2016

Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified In Nassau County
Commission Expires November 02, 2017

R.J. Industries, Inc.

Name of submitting business

Richard O. Felicetta

Print name

Signature

President

Title

1 / 19 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   City/state/zip
   Telephone
   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 ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 9/2/1997 to present ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES x 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? NO ___ YES x If Yes, provide details. Personal Guarantor - Signature Bank credit lines

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES x; If Yes, provide details.
   BSRJ a T/V & RJ/Scalamandre, JV

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? NO ___ YES x If Yes, provide details.
   see attached

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? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   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? NO X YES ___ If Yes, provide details for each such instance.

   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? NO X YES ___ If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   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? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. 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? NO X___ YES ___ If Yes, provide details for each such investigation.

10. 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? NO X___ YES ___ If Yes; provide details for each such investigation.

11. 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? NO X___ YES ___ If Yes; provide details for each such instance.

12. 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? NO X___ YES ___ If Yes, provide details for each such year.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John C. Doremus, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of January 2016

Maryanne Hilton
Notary Public

MARYANNE HILTON
Notary Public, State of New York
No. 01HI6213068
Qualified in Nassau County
Commission Expires November 02, 2017

RJ Industries, Inc.
Name of submitting business

John C. Doremus
Print name

Signature

Vice President
Title

1 / 19 / 16
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard O. Felicetta, President

Name and Title of Authorized Representative

Signature

m/d/yy
1/19/16
Date

R.J. Industries, Inc.

Name of Organization

75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COUNTY OF NASSAU

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

1. Name of the Entity: R.J. Industries, Inc.

Address: 75 East Bethpage Road; PO Box 349

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3401288

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sub s-corp Other (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):

Richard O. Felicetta, President [redacted]

John C. Doremus, Vice President [redacted]

John E. Koziarz, Vice President [redacted]

William J. Doremus, Secretary-Treasurer [redacted]

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

see response to question #4

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.

R.J.I. Mechanical, Inc. 18-15 129th Street; College Point, NY 11356
affiliate of R.J. Industries, Inc.

RJ/Scalamandre, JV 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc. and Peter Scalamandre and Sons Corp.

BSRJ A T/V 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc., Peter Scalamandre and Sons, Corp and Bana Electric Corp.

None of these firms are scheduled to work on this contract (S3C067-006G)

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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.

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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.

Dated: Jan. 19, 2016

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. 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.

None

---

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

VERIFICATION: 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.

Dated: January 19, 2016

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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

Addendum No. 30, December 2015

Project Specific Addendum to the
Project Labor Agreement Dated May 18, 2011
Between Nassau County and the Nassau Suffolk Building and Construction Trades Council
and their Affiliated Local Construction Trades Unions

This addendum relates to the Nassau County Department of Public Works (NCDPW), Cedar Creek Water Pollution Control Plant (WPCP) - Energy Efficiency Capital Improvement – Sludge Reduction Project, Construction Contract No. S3C067-06G and located in Nassau County, New York and under the conditions and requirements of the PLA referenced above.

1. **Project Name:**

NCDPW, Cedar Creek WPCP - Efficiency Capital Improvement Program – Sludge Reduction Project, Contract No. S3C067-06G.

2. **Project Description:**

NCDPW owns and operates the Cedar Creek WPCP on the south shore of Long Island. The Cedar Creek WPCP is a 72-mgd secondary treatment facility located in Wantagh, NY, Town of Hempstead. An upgrade program is underway at the Cedar Creek WPCP to address operational upgrades and system improvements. One objective of the Efficiency Capital Improvements Program is to implement a Sludge Reduction Project at the Cedar Creek WPCP to reduce operating costs and improve overall operational reliability.

The Work to be performed under this contract consists of furnishing a new Sludge Dewatering Facility. The project includes, but is not limited to, site preparation, temporary staging, facility installation, , demolition of existing equipment (belt filter presses, sludge feed pumps, polymer feed pumps, and appurtenances), installation of new mechanical equipment (including polymer feed pumps and dewatering centrifuges), as well as associated structural, instrumentation and electrical improvements at the Cedar Creek WPCP.

In general, the Work specified in the Contract Documents is typical for the construction of a new Sludge Dewatering Facility, as it requires labor forces with special skills and specific engineering expertise in the design and construction of same.

The construction schedule is 457-calendar days from issuance of the Notice to Proceed. The construction cost is estimated to be approximately $6.1 million, of which labor costs are $1.3 million or approximately 21% of the construction cost. In addition, it is estimated that approximately 13,000 labor hours will be expended for the construction work.

3. **Feasibility Study:**

In November 2015, the NCDPW engaged Camp Dresser McKee & Smith to prepare a PLA Feasibility Study to determine if the development and implementation of a PLA for the Project would provide be a benefit to the County with respect to time, cost and quality of work. As a result, the feasibility study determined that through a PLA, there is a potential savings of $261,900 that would be realized or approximately 4.2% of the total construction cost. The feasibility study also determined that utilizing a PLA should provide for cooperation between labor trades, eliminate potential strikes, labor disputes and job actions, standardize working conditions, expedite the resolution of grievances and jurisdictional disputes, increase competitive bidding and generally level the trade labor participation for the Project.

4. **PLA Administrator:**

The construction manager for the Project will administer the PLA for the Project.

5. **Wicks Law:**

The General Construction Contract (Contract No. S3C067-06G) will be executed as single prime contract as part of the Master PLA.

6. **Project Engineer and Construction Manager:**

Camp Dresser McKee & Smith in association with Savin Engineers are the Project Engineer for the Project. Construction Management for the Project has not been designated as of the date of this Addendum.

7. **PLA Adjustments:**

The following Article shall be added to the Contract Agreement:

"Article XIV, Workers Compensation ADR - The parties may negotiate regarding the application of a Workers Compensation Alternate Dispute Resolution (ADR) program on a Project wide basis with the option of individual Union affiliates to opt out at their discretion. Notwithstanding the status of any of these negotiations, the remainder of this Agreement will remain in full force and effect."

8. **Project PLA Letter of Assent:**

See attached.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and effective as of the 26TH day of January, 2016.

for

Nassau County Department of Public Works
By: Shila Shah-Gavnoudias, P.E., Commissioner

Richard O'Kane

Nassau-Suffolk Building and Construction Trades Council
By: Richard O'Kane, President

EXHIBIT
Letter of Assent
Nassau County Project Labor Agreement - Letter of Assent

The undersigned party confirms that it agrees to be a party to and be bound by the Nassau County Project Labor Agreement, NCM-PLA, for the designated Project added to the Agreement by Addendum _____ Dated March 2015 as such agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the NCM-PLA, Schedules, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter Contractor) on the specific project added by the prior stated addendum (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the NCM-PLA, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all schedules: amendments and supplements now existing or which are later made thereto. Agrees to be bound by the legally established collective bargaining agreements and local trust agreements to the extent set forth in the NCM-PLA.

2. Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

3. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said NCM-PLA.

4. Agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project, Labor harmony disputes issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.

5. Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a Subcontractor (of any tier), to it, a duly executed Agreement to be Bound in form identical to this document

6. Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this NCM-PLA to this project

_____
(Print name of officer of contractor)

_____
(Signature of officer of contractor)

_____
Company Name

_____
Address and Telephone Number

Subscribed and sworn to before
this ____ **day of** _____, 20__

_____
Notary Public

5-16-16
ADDITIONAL BACKUP

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 29, 2015

L&L Painting Co., Inc.
900 South Oyster Bay Road
Hicksville, New York 11801

Att: Michael Levine

Re: Painting and Rehabilitation of Glenn Curtiss Boulevard Bridge and Charles Lindbergh Boulevard Bridge over Meadowbrook State Parkway
Contract No. H63031G/ NYSDOT PIN 0760.25, Bid Date Februaury 17, 2015
Bid Withdrawal

To Whom It May Concern:

The County is in receipt of your letter dated June 3, 2015, requesting the withdrawal of your bid for the above indicated contract in the amount of $4,481,000.00. Your withdrawal request is based on the fact that forty-five (45) days has passed without an award on the contract. You state that the impact of a late indeterminate award date makes it impossible to determine when the work could be scheduled and performed. Given the dates which have thus far been discussed, you have expressed concern that your company would face substantial increases in the cost of labor, equipment, and material availibilty, none of which was contemplated in your bid.

Based upon your concerns, the Department will grant the withdrawal of your original bid.

Very yours truly,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RM:cd
c: Jane Houdek, Attorney for Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Donna Boyle, Civil Engineer III
Richard Kramer, Civil Engineer II

K:\Support Staff\Author\Kramer, Richard\L&L bid withdrawl.doc

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY -9 A 9:27

ESTABLISHED 1949

L & L PAINTING CO., INC.

900 SOUTH OYSTER BAY ROAD • HICKSVILLE, NEW YORK 11801
TEL: 516-349-1900 • FAX: 516-349-0011

June 3, 2015

To: Commissioner of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Attn: Shila Shah-Gaunoudias, P.E.

Re: Contract No. H63031G Pin 0760.25
Painting & Rehabilitation of Glen Curtis Blvd & Charles Lindbergh Blvd Bridges over the Meadowbrook State Parkway Nassau County, NY

Commissioner Shah-Gaunoudias:

Reference is made to our letter of May 20, 2015 (?), withdrawing our bid and bid security for the above referenced project and your subsequent request for the "reasons" which prompted the withdrawal.

Primary is the fact that the forty-five statutory window had been exceeded without an award.

Additionally, the impact of a late and indeterminate award date makes it impossible to determine when the work could be scheduled and performed. Finally, given the dates which have thus far been discussed, it is clear that we will face substantial increases in the cost of labor, equipment, and material availability, none of which was contemplated by our bid.

Respectfully,
L & L Painting Co., Inc.

Michael Levine
President

ESTABLISHED 1949

L&L PAINTING CO., INC.

900 SOUTH OYSTER BAY ROAD • P.O. BOX 9016 • HICKSVILLE, NY 11802-9016
TEL: 516-349-1900 • FAX: 516-349-0011

To: Nassau County Department of Public Works 5/20/2015
Att: Richard Kramer, Richard Iadevaio Jr, Donna Boyle
Re: Contract No. H63031G Pin 0760.25
Painting & Rehabilitation of Glen Curtis Blvd & Charles Lindbergh Blvd Bridges over the Meadowbrook State Parkway Nassau County, NY

Please be advised that L&L Painting Co., Inc. hereby withdraws its bid and bid security for the above referenced project.

Respectfully,

Michael Levine

Nassau County

Department of Public Works

B16-16

Staff Summary

Subject: Signing of Contract Number H63031G	Date: March 22, 2016
Department: Public Works	Vendor Name: NUCO Painting Corp.
Department Head Name: Shila Shah-Gavnoudias, Commissioner	Contract Number: H63031G
Department Head Signature:	Contract Manager Name: Jason Jacinto
Project Manager Name: Richard Kramer	

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
4/14/16 SS	Dept. Head		Counsel to C.E.
	Budget	4/18/16 NPS	County Atty.
5/2/16	Deputy C.E.	5/3/16	County Exec.

Narrative

Purpose: The project propose to paint and do minor repairs to the two County owned structures traversing the Meadowbrook State Parkway. The improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructure and stone masonry and/or concrete structures, and repair or replacement of the pedestrian pathway and fencing and other incidental work. All bridge work and/or access to the bridge will be confined to the Right-of Way.

Procurement history, if applicable: Project was bid, and it is recommended to award the contract to the second lowest responsible bidder, NUCO Painting Corp. who had the successful second low bid of $5,946,200.00 A total of Four (4) firms bid on this contract, and all were deemed to be local contractors. The lowest bidder withdraw.

General Provisions: Unit price contract.

Impact on Funding/Price Analysis: The bid for this contract of $5,946,200.00 is below the engineer's estimate and is to come from the approved authorized funds from Project Number H63031G.

Recommendation: Approve as submitted.

SSG:RM:rk

RECEIVED
NASSAU COUNTY
CLERK'S OFFICE
2016 MAY -2 P 12:53

NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is: (CHECK ONE) ☒ New ☐ Change

INSTRUCTIONS: Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

Mail to: Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501
Or Fax to: (516) 571-2533 or email to comptrollerclaims@nassaucountyny.gov

Section I – Vendor Information

1. **Federal ID No. or Social Security No.** 11-3574695

2. **Vendor Name:** NUCO Painting Corp.

3. **Vendor Remittance Address:** 8 OVAL DRIVE
ISLANDIA, NY 11749

4. **Vendor Contact Person:** JASON JACINTO

5. **Vendor Contact Telephone No.:** 631-467-6602

6. **Vendor E-Mail Address:** jason@nucopainting.com

7. **Please answer the four questions below. Unanswered questions will delay payment.**

A. The vendor/payee ID number provided above is:
Federal ID# [x] Social Security # [ ]

B. Is vendor/payee incorporated:
Yes [x] No [ ]

C. Is a medical or legal service ever provided by vendor:
Yes [ ] No [x]

D. Is vendor/payee an employee of Nassau County:
Yes [ ] No [x]

Section II – Financial Institution Information
Complete this section only if you would like to be paid electronically

8. **Routing Transit Number:** 021407912
(Located at the bottom of your check)

9. **Bank Account Number:** 7047214178

10. **Account Name** *(Your name on the account)*: Nuco Painting

11. **Bank Name:** Capital One, NA

Check here [ ] if you wish to be removed from electronic payments and would like to receive paper checks.

12. **Vendor Certification:** Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.
Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.
I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature	JASON JACINTO, PRESIDENT Print Name/Title	11-20-15 Date

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: NUCO Painting Co.

2. Dollar amount requiring NIFA approval: $ 5,946,200.00

Amount to be encumbered: $ 5,946,200.00 11B 4/13/16

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 270 Days

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 80
State % ___
County % 20

Is the cash available for the full amount of the contract?	___ Yes	✓ No
If not, will it require a future borrowing?	✓ Yes	___ No
Has the County Legislature approved the borrowing?	✓ Yes	___ No ___ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	✓ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The project proposes to paint and do minor repairs to the two County owned structures traversing the Meadowbrook State Parkway. The improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructure and stone masonry and/or concrete structures, and repairs or replacement of the pedestrian pathway and fencing and other incidental work. All bridge work and/or access to the bridges will be confined to the Right-of-Way. No encroachment of any type will intrude on to the adjacent properties, parkland's or the travel lanes.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds 50K

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: NUCO PAINTING CORP.

CONTRACTOR ADDRESS: 8 OVAL DRIVE, ISLANDIA, N.Y 11749

FEDERAL TAX ID #: 113574695

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in NEWSDAY [newspaper] on 1/14, 21, 28/15 & 2/4/15 [date]. The sealed bids were publicly opened on FEBRUARY 17, 2015 [date]. 4 [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/14/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Exhibit A

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? If yes, to what campaign committee?

No

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-1-16

Vendor: NUCO Painting Corp.

Signed:

Print Name: Jason Jacinto

Title: President

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

N/A

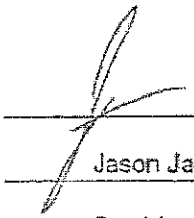
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-1-16

Signed: 

Print Name: Jason Jacinto

Title: President

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

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

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 NUCO Painting Corp.
   Date of birth 11 / 22 / 1979
   Home address 10 Jenna Court
   City/state/zip Holbrook, NY 11749
   Business address 8 Oval Drive
   City/state/zip Islandia, NY 11749
   Telephone 631-467-6602
   Other present address(es) None
   City/state/zip N/A
   Telephone Listed Above
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 11 / 14 / 2000 Treasurer 11 / 14 / 2000
   Chairman of Board 11 / 14 / 2000 Shareholder 11 / 14 / 2000
   Chief Exec. Officer 11 / 14 / 2000 Secretary 11 / 14 / 2000
   Chief Financial Officer 11 / 14 / 2000 Partner N/A / /
   Vice President / / N/A / /
   (Other) Jacinto Jacinto is the only Officer and sole owner of NUCO Painting Corp.

3. Do you have an equity interest in the business submitting the questionnaire? YES x NO ___ If Yes, provide details. Jason Jacinto is the Sole Shareholder of NUCO Painting Corp.

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 x If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ___; If Yes, provide details. JASON JACINTO OWNS A COMPANY NAMED NUCO STEEL CORP AS WELL AS NUCO PAINTING CORP.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _X_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _X_ NO ___ If Yes, provide details for each such occurrence. Received an OSHA Violation in 2011

9. 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 _X_ If Yes, provide details for each such investigation.

10. 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 _X_ If Yes; provide details for each such investigation.

11. 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 _X_ If Yes; provide details for each such instance.

12. 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 _X_ If Yes, provide details for each such year.

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.

I, JASON JACINTO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of April 2016

Kimberly Viscount
Notary Public

Kimberly Viscount
Notary Public, State of New York
Commission # : 02VI6339 20
Qualified in Suffolk County
My Commission Expires : March 25, 2020

Name of submitting business: NUCO PAINTING CORP

By: JASON JACINTO
Print name

Signature

PRESIDENT
Title

4/17/16
Date

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: 3/28/16

1) Proposer's Legal Name: NUCO Painting Corp.

2) Address of Place of Business: 8 Oval Drive, Islandia, NY 11749

List all other business addresses used within last five years:
None

3) Mailing Address (if different): N/A

Phone : Listed Above

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 141206313

5) Federal I.D. Number: 11-3574695

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: NUCO Steel Corp. shares office space and staff with NUCO Painting Corp.

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Jason Jacinto Owner of NUCO Painting Corp. also owns and Controls NUCO Steel Corp.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes x No ___ If Yes, provide details. NUCO Painting Corp. is affiliated with NUCO Steel Corp. by the same ownership Jason Jacinto owns both companies. NUCO Steel will not perform any work on this project. NUCO Steel Corp. is a company that does steel fabrications.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No x If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge. _____

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 x

If Yes, provide details for each such conviction N/A

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No x If Yes, provide details for each such conviction. ___

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes x No ___ If Yes, provide details for each such occurrence. Received an Osha Violation in 2011

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 x; If Yes, provide details for each such instance. ___

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 x 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. ___

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.

NUCO Painting will not hire anyone who is or ever has been directly associated with Nassau County

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.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation: 11-14-2000

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: Jason Jacinto 100% Owner

iii) Name, address and position of all officers and directors of the company: Jason Jacinto 10 Jenna Court, Holbrook, NY 11741

iv) State of incorporation (if applicable): NEW YORK

v) The number of employees in the firm: 50-100 Seasonal - Union Workers

vi) Annual revenue of firm: Over 10 Million

vii) Summary of relevant accomplishments SSPC QP-1 and QP-2 Certified

viii) Copies of all state and local licenses and permits. Attached

B. Indicate number of years in business. 15 Years

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

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 Defoe Corp.

Contact Person Michael Duarte

Address 800 South Columbus Ave.

City/State Mount Vernon, NY 10550

Telephone 914-699-6734

Fax # 914-699-6734

E-Mail Address mduarte@defoecorp.com

Company POSILLICO CIVIL

Contact Person FRED LOCHER

Address 1750 NEW HIGHWAY

City/State FARMINGDALE, NY 11735

Telephone 631 249-1872

Fax # 631 249-8124

E-Mail Address FLOCHER@POSILLICOINC.COM

Company COACON INC.

Contact Person LOU LYRAS

Address 3763 MCCARTNEY ROAD

City/State LOWELLVILLE, OH 44436

Telephone 330 536-2133

Fax # 330 536-6875

E-Mail Address LGLYRAS@AOL.COM

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.

I, JASON JACINTO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; 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 questionnaire and before the execution of the contract; 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 questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of April 2016

Kimberly Viscount

Notary Public

Kimberly Viscount
Notary Public, State of New York
Commission #: 01VI6339Z0
Qualified in Suffolk County
My Commission Expires: March 29, 2020

NULCO PAINTING CORP

Name of submitting business

JASON JACINTO

Print name

Signature

PRESIDENT

Title

4/7/16

Date

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

MAR 17 2015

Mr. Jason Jacinto
Nuco Painting Corp.
8 Oval Drive
Islandia, NY 11749

RE: DBE Certification Expansion Approval

Dear Mr. Jacinto:

The New York State Department of Transportation, a Certifying Partner of the New York State Unified Certification Program (NYSUCP), is in receipt of your request for the expansion of services for your firm under the Disadvantaged Business Enterprise (DBE) program.

Based upon the information submitted, your request to expand the services your firm is approved to include:

NYSDOT Codes:

573 - Structural Steel Painting: Field Applied – Total Removed
574 - Structural Steel Painting: Overcoating and Localized

In addition to the expansion of the above stated codes, you will continue to be certified in the following codes:

NAICS Codes:

562910 - Remediation Services
238320 - Painting and Wall Covering

NYSDOT Codes:

570 – Paint Removal Operations
571 – Treatment and Disposal of Paint Removal Waste
572 – Structural Steel Painting: Shop Applied

Your certification date will remain in effect. You will still be required to submit annually, on the anniversary date of your certification, a sworn affidavit affirming whether there have been any changes in your firm's economic disadvantaged status, ownership, or control.

Should you have any questions or need additional assistance, please contact (518) 457-3180 or dbe.cert@dot.ny.gov.

Sincerely,

Lory Smitka

Lory Smitka
DBE Certification

SSPC The Society For Protective Coatings

Nuco Painting Corp.

of

Islandia, NY

has met or exceeded the requirements set forth in the SSPC Painting Contractor Certification Program for

FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC-QP1

President, SSPC

March 31, 2015–March 31, 2016

Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2338 or ext. 2209 to verify authenticity of certification.

SSPC The Society For Protective Coatings

Nuco Painting Corp.

of

Islandia, NY

has met or exceeded the requirements set forth in the SSPC Painting Contractor Certification Program for

INDUSTRIAL HAZARDOUS PAINT REMOVAL SSPC-QP2

"A"

Category

President, SSPC

March 31, 2015 – March 31, 2016

Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

NYC Small Business Services

Division of Economic and Financial Opportunity

MBE Certificate

NUCO Painting Corp.

This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).

Certificate Number: MWCERT-7221

Expires on: 6/30/2017

Michael R. Bloomberg, Mayor

Robert W. Walsh, Commissioner

NYC Small Business Services

Robert W. Walsh
Commissioner

Anne Rascón
Deputy Commissioner

Division of Economic & Financial Opportunity

110 William Street
New York, NY 10038

212.513.6300 tel
212.618.8899 fax

06/15/2012

Jason Jacinto
President
NUCO Painting Corp.
8 Oval Drive
Islandia, NY 11749-1403

Tax ID/SSN #: xx-xxx4695
PMS ID #: 0002760071

RE: MBE Certification

Dear Jason Jacinto:

The Department of Small Business Services, ("SBS"), hereby certifies your firm pursuant to Title 66, Chapter 11, Subchapter B of the Rules of The City of New York, governing the Minority and Woman-owned Business Enterprise Program. This certification remains in effect until 06/30/2017, but may be reviewed prior to the expiration date.

City-certified businesses obtain greater access to and information about contracting opportunities through networking events, targeted solicitations and to promote your company to City and corporate buyers, SBS will list your business in the New York City Directory of Certified Businesses at www.nyc.gov/buycertified. You can also benefit from the NYC Business Solutions services, including recruitment, financing assistance, and services to help you "Compete to Win" more contracts. "Compete to Win" now offers Technical Assistance and NYC Teaming. As a construction firm, you can also access NYC Construction Loan, NYC Construction Mentorship, and Bond Readiness.

A certified business must notify SBS within 45 days of any material change in the information you provided in your application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s).

If you have questions regarding your business' certification, please contact us at 212-513-6311 or mwbe@sbs.nyc.gov.

Sincerely,

Alfred O. Milton
Director, Certification

Division of Economic and Financial Opportunity
110 William Street, New York, NY 10038
212-313-4311
www.nyc.gov/sbs

MBE CERTIFIED

NUCO Painting Corp.

Certificate Number: MWCERT-7221

Expires on: 6/30/2017

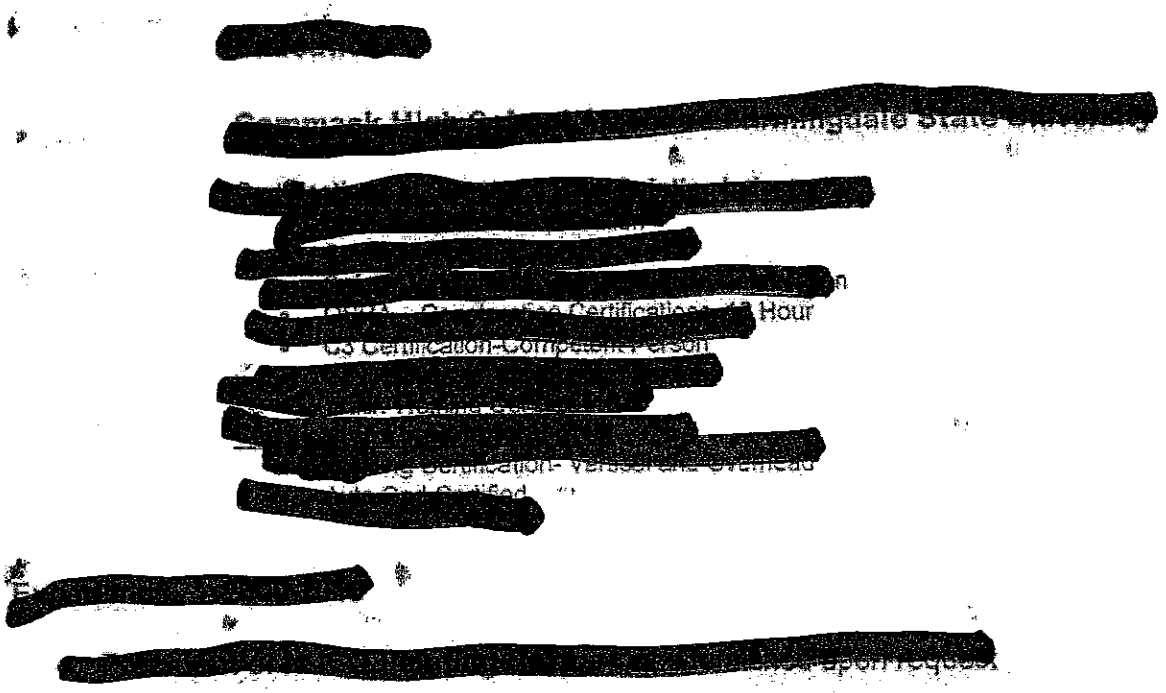
8 Oval Drive
Islandia NY, 11749

TEL 631-487-8602
FAX 631-615-2532

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

[redacted]

[redacted] of fall protection use of hard hats

[redacted] projects Dave Griffin has been involved with

[redacted] safety officer.

[redacted]

[redacted] Project Painting

[redacted]

[redacted]

[redacted] Parkway [redacted] Officer

[redacted]

[redacted]

[redacted] Nassau Bridge Painting Program 2009

[redacted] 2010

NYS Thruway [redacted] Projects on NYS Thruway

[redacted] Lynbrook

& Locust Manor 2012

Job References furnished upon request

NYS Department of Transportation D260394
Company: NUCO Painting Corp.
Bridge Painting Various Locations, Painting and Lead abatement.
[redacted]
Project Supervisor-In charge of daily operations
[redacted]

Nassau County Department of Public Works H63031016
Company: NUCO Painting Corp.
Bridge Painting of Pedestrian Bridges
[redacted]
Project Supervisor-In charge of daily operations
[redacted]

NYS Department of Transportation D260604
Company: NUCO Painting Corp.
Rehabilitation of Deficient Bridges, Painting and Lead Abatement of Steel Structures
[redacted]
Project Supervisor- In charge of daily operations
[redacted]

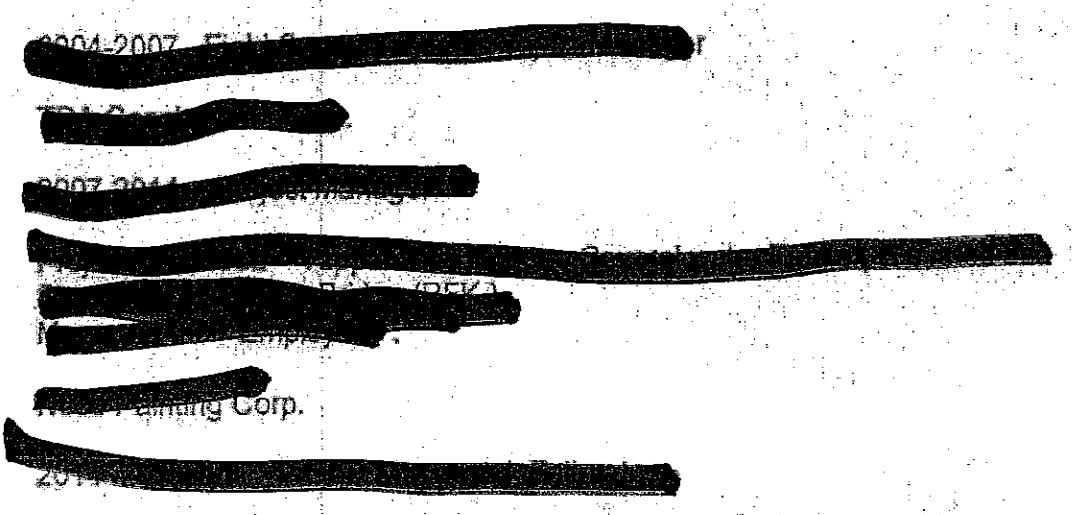
MTA Long Island Rail Road
Company: NUCO Painting Corp.
Maintenance of Way Repair Facility contract No. 6007, Painting of the building
[redacted]
Project Supervisor-In charge of daily operations
[redacted]

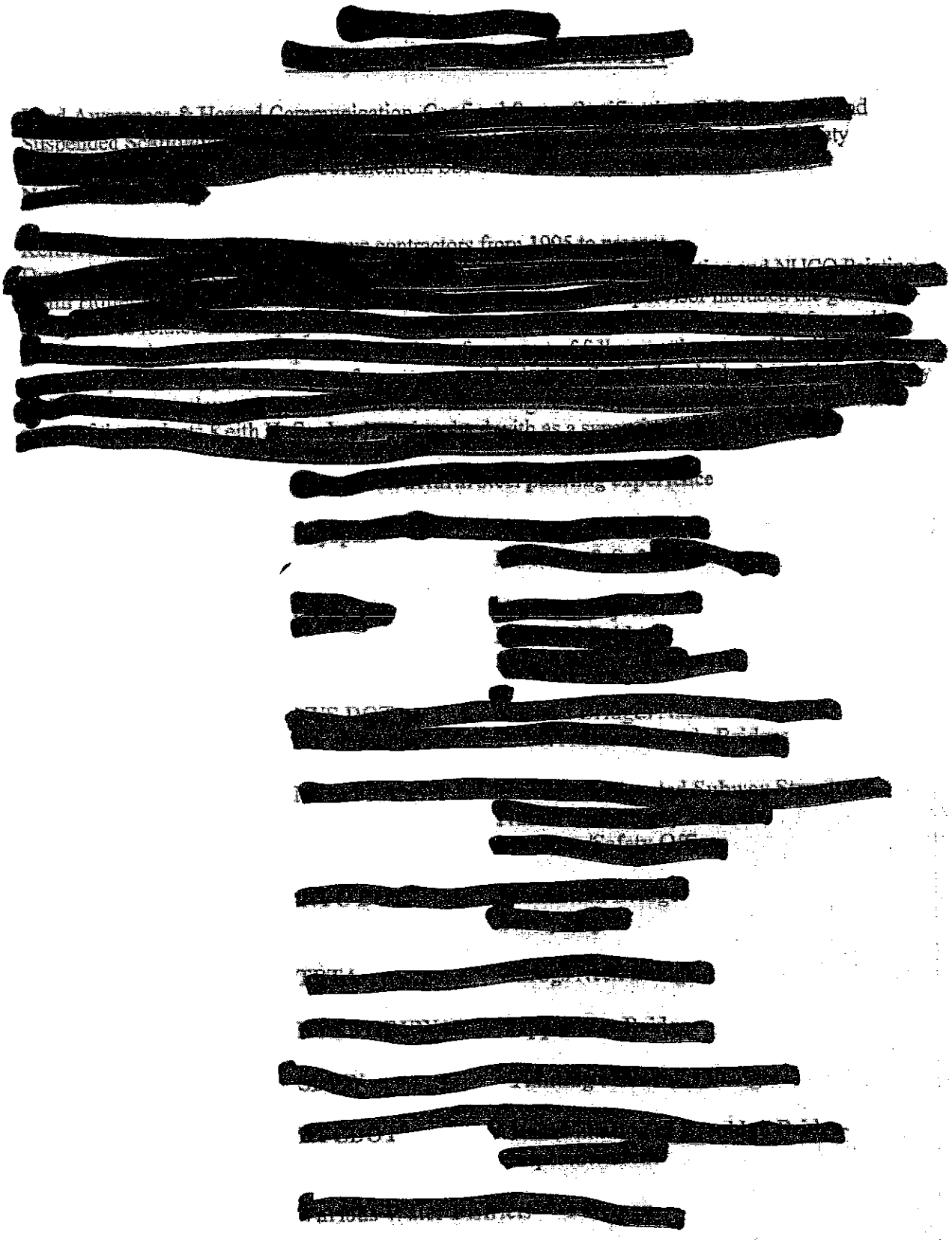
MTA Long Island Rail Road
Company: NUCO Painting Corp.
Nassau Bridge 2009 contract No. 6042, Rehabilitation of seven bridges
[redacted]
Project Supervisor-In Charge of daily operations
[redacted]

MTA NYC Transit
Company: NUCO Painting Corp.
Rehabilitation of 6 bridges Contract No. C-80136
[redacted]
Project Supervisor-In charge of daily operations
[redacted]

NYS Thruway Authority TANE 10-52/D213999
Company: NUCO Painting Corp.
Rehabilitation of 8 Bridges.
[redacted]
Project Supervisor-In charge of daily operations
[redacted]

[redacted]





Job References Furnished upon request

Job References:

Bethpage Water District

Company; NUCO Painting Corp.
Installation of a Mixing System at Grumman Road water tank Project No. BPWD 05-03
Completed: 6-06, Project value [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.
Reference: H2M Group, Engineer- [redacted]

Town of Riverhead
Company: NUCO Painting Corp.
Cleaning and Painting of two standpipes, full containment. Lead abatement.
Completed 7-08, Project value [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control
Reference: H2M Group, Engineer- Anthony Trombino [redacted]

Manhasset-Lakeville Water District
Company: NUCO Painting Corp.
Rehabilitation of Thompston 1 million gallon elevated water storage tank.
Completed: 7-10, Project Value: [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.
Reference: H2M Group, Engineer [redacted]

Village of Hempstead
Company; NUCO Painting Corp.
Rehabilitation of Clinton Street 500,000 gallon elevated water storage tank.
Completed: 4-07, Project Value: [redacted]
Project Supervisor-In Charge of all daily operations. Overseeing all job performance and quality control.
Reference: H2M Group, Engineer [redacted]

NYS Department of Transportation D260698
Company: NUCO Painting Corp.
Bridge repairs, Sagtikos Pkwy Bridge over LIRR, Cleaning and Painting bridge Structure.
Completed: 8-10, Project Value: [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.
Reference: Bi-County Construction, [redacted]

NYS Department of Transportation D260974
Company: NUCO Painting Corp.
Rehabilitation of RT 110 Bridge over LIE. Cleaning and painting bridge structure.
Completed: 10-10, Project Value: [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.

National Grid
Company: NUCO Painting Corp.
Painting of Greenpoint LNG Domes
Completed: 6-11, Project Value [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.
Reference: [redacted]

State University of New York-Stony Brook
Company: NUCO Painting Corp.
Coating of Steel oil storage tanks, contract no. 10/11-261MC
Completed: 10-10, Project Value: [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performance and quality control.
Reference: John Mastromarino [redacted]

Town of Islip, NY
Company: NUCO Painting Corp.
Exterior Coating of Main Terminal at Long Island Macarthur Airport.
Completed: 8-06, Project Value [redacted]
Project Supervisor-In charge of all daily operations. Overseeing all job performances and quality control.

MTA Long Island Rail Road
Company: NUCO Painting Corp.
2 Year Maintenance Painting Program. Contract No. 5990
Completed: 6-09, Project Value [redacted]
Project Supervisor-In Charge of all daily operations, Overseeing all job performance and quality control.
Reference: [redacted]

Suffolk County Water Authority
Company: NUCO Painting Corp.
Rehabilitation of 750,000 elevated water storage tank at Astor Ave, Contract No. 6362
Completed: 6-09, Project Va[redacted]
Project Supervisor-In charge of all daily operations, Overseeing all job performance and quality control.
Reference: Suffolk County Water-Kevin Reily [redacted]

MTA TBTA
Company: NUCO Painting Corp.
Triborough Bridge Anchorages TB-66, Painting and localized cleaning.
Completed: 6-07, Project Value: [redacted]
Project Supervisor-In Charge of all daily operations, overseeing all job performance and quality control.

Equipment List	
[redacted]	Date: October 7, 2014
Recycable Units	
SPS Recycable 4 man Unit Year 1991 V# SPD48SIBSD329	
SPS Recycable 4 man Unit Year 1991 V# SPD48SIBSD328	
ADI Recycable 4 man Unit Year 1999 V# V9DS4827SN062025	
ADI Recycable 4 man Unit Year 1996	
ARS Model SV-6 Recycle Unit S/N M14-024 Year 2014 V# 1Z9SC5335FM310547	
Dust Collectors	
ARS Dust Collector 40,000 CFM	
ECS Dust Collector 40,000 CFM	
1 ECS Dust Collector	
1 ECS Dust Collector	
Compressors	
Ingersol IQ1300 HP Compressor	
Ingersol 1400 CFM Compressor	
Blast Truck/ Sullair 825 CFM, V# 1M2B115C7CA001414	
Ingersol 825 CFM	
2003 Green-SULLAIR 1600 CFM Compressor 004-134638	
2001 White-SULLAIR 1600 CFM Compressor 0041135191	
2003 Ingersoll Rand HP 1600 CFM Compressor 338558UGN076	
Vacuums	
VACCON Truck Freightliner 1999 V# IFVXTEDB5XHA70966	
3 Axle IPEC Tag Along Vacuum	
Single Axle Tag Along Vacuum	
1 Tag along Vacuum	

COUNTY OF NASSAU

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

1. Name of the Entity: NUCO Painting Corp.

Address: 8 Oval Drive

City, State and Zip Code: Islandia, NY 11749

2. Entity's Vendor Identification Number: 11-3574695

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ___x___Other (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):

Jason Jacinto, President

10 Jenna Court, Holbrook, NY 11741

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.

Jason Jacinto 100% Owner

10 Jenna Court, Holbrook, NY 11741

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.

NUCO Steel Corp has the same ownership as NUCO Painting Corp.

NUCO Steel will not be performing any work on this project

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.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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.

Dated: 3/29/16

Signed:

Print Name: Jason Jacinto

Title: President

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

NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is: (CHECK ONE) ☑ New ☐ Change

INSTRUCTIONS: Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

Mail to: Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501
Or Fax to: (516) 571-2533 or email to comptrollerclaims@nassaucountyny.gov

Section I – Vendor Information

1. Federal ID No. or Social Security No. [redacted]

2. Vendor Name: NUCO Painting Corp.

3. Vendor Remittance Address: 8 OVAL DRIVE
ISLANDIA, NY 11749

4. Vendor Contact Person: JASON JACINTO

5. Vendor Contact Telephone No.: 631-467-6602

6. Vendor E-Mail Address: jason@nucopainting.com

7. Please answer the four questions below. Unanswered questions will delay payment.

A. The vendor/payee ID number provided above is:
Federal ID# [x] Social Security # [ ]

B. Is vendor/payee incorporated:
Yes [x] No [ ]

C. Is a medical or legal service ever provided by vendor:
Yes [ ] No [x]

D. Is vendor/payee an employee of Nassau County:
Yes [ ] No [x]

Section II – Financial Institution Information

(Complete this section only if you would like to be paid electronically)

8. Routing Transit Number: [redacted]
(Located at the bottom of your check)

9. Bank Account Number: [redacted]

10. Account Name *(Your name on the account)*: Nuco Painting

11. Bank Name: Capital One, NA

Check here [ ] if you wish to be removed from electronic payments and would like to receive paper checks.

12. Vendor Certification: Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge. Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.
I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

Authorized Signature

JASON JACINTO, PRESIDENT
Print Name/Title

11-28-15
Date

B 16-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND NUCO PAINTING CORP.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H63031G, for PAINTING & REHABILITATION OF GLENN CURTISS BOULEVARD BRIDGE & CHARLES LINDBERGH BRIDGE OVER MEADOWBROOK STATE PARKWAY - PIN 0760.25, NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of NUCO PAINTING CORP.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $5,946,200.00, now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: *Department of Public Works*

DATE: April 13, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: H63031G

Title: **PAINTING & REHABILITATION OF GLENN CURTISS BOULEVARD BRIDGE & CHARLES LINDBERGH BRIDGE OVER MEADOWBROOK STATE PARKWAY - PIN 0760.25**

Bids received on: February 17, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **NUCO Painting Corp.,** as the lowest responsible bidder with a total bid amount of **$ 5,946,200.00**. In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

REQUEST TO INITIATE RTI Number 16-0137

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Painting & Rehabilitation of Glenn Curtiss Blvd. & Charles Lindbergh Blvd. Brides over Meadowbrook State Parkway

Department: Public Works Project Manager: Richard Kramer Date: 3-22-2016

Service Requested: The project proposes to paint and do minor repairs to the two County owned structures traversing the Meadowbrook State Parkway. The improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructure and stone masonry and/or concrete structures, and repairs or replacement of the pedestrian pathway and fencing and other incidental work. All bridge work and/or access to the bridges will be confined to the Right-of-Way.

Justification: Improvements are required for public safety

Requested by: Civil Site Engineering Unit Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $5,946,200.00
Circle appropriate phase

Total Project Cost: $5,956,200.00 Includes, design, construction and CM

Date Start Work: 08-1-2016 Phase being requested

Duration: 270 days Phase being requested

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE

Need 2016 Cap Plan

Funding Allocation (Capital Project): 63031
See Attached Sheet if multiyear ☐

NIFS Entered: _____ SIGNATURE _____ DATE

AIM Entered: K.Angwin 4/8/16 SIGNATURE DATE

63031025
Funding Code: 63031 013 use this on all encumbrances

Timesheet Code: 16-0137 use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.				
2.				
3.				
4.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Shila Shah-Gavnoudias, Commissioner

FROM: Rakhal Maitra, Deputy Commissioner

DATE: November 5, 2015

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H63031G
Title:	Painting and Rehabilitation of Glenn Curtiss Boulevard Bridge and Charles Lindbergh Boulevard Bridge over Meadowbrook State Parkway Bridge
Engineer's Estimate:	$8,010,600.00
BIDS RECEIVED ON:	February 17, 2015

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The second bid submitted by NUCO Painting Co. in the amount of $5,946,200.00 is acceptable as the lowest responsible bidder since the lowest bidder L & L Painting Co. has withdrawn their bid.

The second low bid by NUCO Painting Corp., Inc. is below the engineer's estimate and adequate funds are available (Capital Project number H63031). After reviewing all documentation submitted by the contractor, it was found that NUCO Painting Corp., Inc. meet the required goals for this project. Therefore, it is requested that the attached Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith, please find a staff contract summary form for your information.

Rakhal Maitra
Deputy Commissioner

RM:pl
Attachments
c: Kenneth G. Arnold, Assistant to Commissioner
Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
Richard Kramer, Civil Engineer II
Loretta Dionisio, Hydrogeologist II

Nassau County

BID SUMMARY FOR CONTRACT: H63031G NYSDOT PIN# 0760.25

PAINTING & REHABILITATION OF GLENN CURTISS BLVD & CHARLES LINDBERGH BLVD BRIDGES

Bid Attempt Number: 1

Project Manager: Richard Kramer UPDATED 4/30/2015

Advertising Date: 1/14/2015

Bid Opening Date: 02/17/2015

Item No.	Item Description	Unit	Engineers Estimate (EE)			L & L Painting Co.		Percentage Difference	NUCO Painting Corp.		Percentage Difference	Iron Bridge Construction, Inc.		Percentage Difference	Hercules Painting Company, Inc.		Percentage Difference
			Unit Price	Bid Quantity	Extension	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis
201.05	Cleaning and Grubbing	LS	$17,400.00	1	$17,400.00	$68,000.00	$68,000.00	+ 290.80	$5,000.00	$5,000.00	-248.00	$25,000.00	$25,000.00	+ 43.68	$5,000.00	$5,000.00	-248.00
210.34110000	Removal and Disposal of Caulking ACM (BV14)	FT	$75.00	30	$2,250.00	$375.00	$11,250.00	+ 400.00	$500.00	$15,000.00	+ 566.67	$800.00	$24,000.00	+ 966.67	$1,000.00	$30,000.00	+ 1,233.33
560.18100011	Remove and Reset Stone Masonry	SF	$500.00	50	$25,000.00	$224.00	$11,200.00	-123.21	$250.00	$12,500.00	-100.00	$150.00	$7,500.00	-299.33	$500.00	$25,000.00	0.00
564.75020004	Structural Steel Repair Type II	EA	$1,000.00	150	$150,000.00	$4,000.00	$600,000.00	+ 300.00	$500.00	$75,000.00	-100.00	$5,000.00	$750,000.00	+ 400.00	$400.00	$60,000.00	-150.00
570.01000000	Lead-Exposure Control Plan	LS	$8,000.00	2	$16,000.00	$1,500.00	$3,000.00	-100.00	$8,000.00	$8,000.00	+ 166.67	$2,500.00	$5,000.00	-20.00	$5,000.00	$10,000.00	+ 66.67
570.02000000	Medical Testing	DC	$1.00	5,000	$5,000.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00
570.03000000	Personal Exposure Monitoring Sample Analysis	DC	$1.00	5,000	$5,000.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00
570.04000000	Decontamination Facilities	CW	$500.00	30	$15,000.00	$170.00	$5,100.00	-194.12	$100.00	$3,000.00	-400.00	$800.00	$24,000.00	+ 60.00	$750.00	$22,500.00	+ 50.00
570.15000100	Class A Containment	LS	$1,500,000.00	1	$1,500,000.00	$644,092.00	$644,092.00	-132.99	$1,120,000.00	$1,120,000.00	-33.93	$1,300,000.00	$1,300,000.00	-15.38	$1,200,000.00	$1,200,000.00	-25.00
570.15000200	Class A Containment	LS	$1,500,000.00	1	$1,500,000.00	$695,680.00	$695,680.00	-115.62	$1,245,000.00	$1,245,000.00	-20.48	$1,550,000.00	$1,550,000.00	+ 3.33	$1,300,000.00	$1,300,000.00	-15.38
571.03000000	Disposal of Hazardous Paint Removal Waste Containing Lead	LB	$0.50	17,700	$8,850.00	$0.50	$8,850.00	0.00	$0.50	$8,850.00	0.00	$1.44	$25,488.00	+ 188.00	$0.25	$4,425.00	-100.00
573.01000100	Structural Steel Painting Field Applied: Total Removal	LS	$1,700,000.00	1	$1,700,000.00	$915,168.00	$915,168.00	-85.76	$1,335,000.00	$1,335,000.00	-27.34	$1,450,000.00	$1,450,000.00	-17.24	$2,000,000.00	$2,000,000.00	+ 17.65
573.01000200	Structural Steel Painting Field Applied: Total Removal	LS	$1,900,000.00	1	$1,900,000.00	$989,520.00	$989,520.00	-92.01	$1,395,000.00	$1,395,000.00	-36.20	$1,650,000.00	$1,650,000.00	-15.15	$2,175,000.00	$2,175,000.00	+ 14.47
606.27010000	HPBO(MOD.) Corrugated Beam Guide Railing	LF	$40.00	410	$16,400.00	$28.00	$11,480.00	-42.86	$80.00	$32,800.00	+ 100.00	$100.00	$41,000.00	+ 150.00	$200.00	$82,000.00	+ 400.00
606.27030000	Anchorage Unit for HPBO (MOD.) Corrugated Beam Guide Railing	EA	$2,000.00	4	$8,000.00	$16,800.00	$67,200.00	+ 740.00	$3,000.00	$12,000.00	+ 50.00	$3,750.00	$15,000.00	+ 87.50	$2,500.00	$10,000.00	+ 25.00
606.80000010	Removing and Disposing of Wood Guide Railing	FT	$10.00	610	$6,100.00	$20.00	$12,200.00	+ 100.00	$25.00	$15,250.00	+ 150.00	$26.00	$15,860.00	+ 160.00	$20.00	$12,200.00	+ 100.00
606.89030000	Transition HPBO (MOD.) Corrugated Beam Guide Railing to Single Slope Concrete Half Section Barrier	EA	$2,800.00	4	$11,200.00	$5,600.00	$22,400.00	+ 100.00	$5,000.00	$20,000.00	+ 78.57	$5,000.00	$20,000.00	+ 78.57	$11,000.00	$44,000.00	+ 292.86
607.97000006	Remove and Reset Existing Fence	FT	$25.00	1,560	$39,000.00	$39.00	$60,840.00	+ 56.00	$55.00	$85,800.00	+ 120.00	$60.00	$93,600.00	+ 140.00	$75.00	$117,000.00	+ 200.00
608.02010200	Hot Mix Asphalt (HMA) Sidewalks, Driveways and Bicycle Paths and Vegetation Control Strips	TONS	$300.00	70	$21,000.00	$336.00	$23,520.00	+ 12.00	$600.00	$42,000.00	+ 100.00	$500.00	$35,000.00	+ 66.67	$300.00	$21,000.00	0.00
619.01000000	Basic Work Zone Traffic Control	LS	$750,000.00	1	$750,000.00	$80,000.00	$80,000.00	-837.50	$200,000.00	$200,000.00	-275.00	$500,000.00	$500,000.00	-50.00	$150,000.00	$150,000.00	-400.00
619.11040200	Portable , Variable Message Sign (PVMS)	Day	$150.00	150	$22,500.00	$50.00	$7,500.00	-200.00	$200.00	$30,000.00	+ 33.33	$150.00	$22,500.00	0.00	$35.00	$5,250.00	-328.57
619.24000000	Nighttime Operations	LS	$75,900.00	1	$75,900.00	$50,000.00	$50,000.00	-51.80	$50,000.00	$50,000.00	-51.80	$10,000.00	$10,000.00	-658.00	$300,000.00	$300,000.00	+ 295.26
670.03020007	Remove and Relocate Lamppost Assembly	EA	$6,000.00	1	$6,000.00	$14,000.00	$14,000.00	+ 133.33	$6,000.00	$6,000.00	0.00	$5,000.00	$5,000.00	-20.00	$10,000.00	$10,000.00	+ 66.67
699.04000100	MOBILIZATION	LS	$220,000.00	1	$220,000.00	$170,000.00	$170,000.00	-29.41	$220,000.00	$220,000.00	0.00	$270,000.00	$270,000.00	+ 22.73	$300,000.00	$300,000.00	+ 36.36
	*INDICATES CONTINGENCY ITEM		TOTALS		$8,010,600.00		$4,481,000.00			$5,946,200.00			$7,848,948.00			$7,893,575.00	
	Percentage difference between Engineer's Estimate and each of the Bidders Total Monetary Bids				$8,010,600.00		-44.0616 %			-25.7709 %			-2.0180 %			-1.4634 %	

Low Bidder (highlighter in Yellow.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: November 5, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract Agreement
Proposed Contract No: H63031G

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
The Painting and Rehabilitation of Glenn Curtiss Boulevard & Charles Lindbergh Boulevard Bridges over Meadowbrook State Parkway.

2. The work involves the following:
The project proposes to paint and do minor repairs to the two (2) County owned structures traversing the Meadowbrook State Parkway. The improvements include the removal of the paint system and graffiti, minor repairs to the steel superstructure and stone masonry and/or concrete structures, and repairs or replacement of the pedestrian pathway and fencing and other incidental work. All bridge work and/or access to the bridges will be confined to the Right-of-Way.

3. An estimate of the cost is: $8,010,600.00

4. An estimate of the duration is: Two Hundred and Seventy (270) Days

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:RM:WSN:pl
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
Richard Kramer, Civil Engineer II
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

Nassau DPW B.I.D.S - Summary of Bid Opening

1163031G - General Contracting

Painting & Rehabilitation of Glenn Curtiss Blvd & Charles Lindbergh Blvd Bridges

2/17/2015

Bid Opening: 2/17/2015

Engineer: Donna Boyle **Phone:** (516) 571-6817

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
L & L Painting Co.	900 South Oyster Bay Road Hicksville, NY 11081	Liberty Mutual Insurance Comp	10% Amt Bid	$4,481,000.00	$0.00
NUCO Painting Corp.	8 Oval Drive Islandia, NY 11749	Darwin National Assurance Co	10% Amt Bid	$5,946,200.00	$0.00
Iron Bridge Constructors, Inc.	688 Nas au St. North Brunswick, NJ 08902	Arch Insurance Company	10% Amt Bid	$7,848,948.00	$0.00
Hercules Painting Co. Inc.	1102 Sampson Street New Castle, PA 16101	Vigilant Insurance Company	10% Amt Bid	$7,893,375.00	$0.00

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jason Jacinto, President
Name and Title of Authorized Representative

Signature

10-30-15
Date

AMCO Painting Corp.
Name of Organization

8 Oval Drive, Islandia, NY 11749
Address of Organization

OJP FORM 4061/1 (REV. 2/91) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	NUCO PAINTING CORP.
Address (street/city/state/zip code):	8 OVAL DRIVE, ISLANDIA, NY 11749
Authorized Representative (name/title):	JASON JACINTO, PRESIDENT
Authorized Signature:	
Contract Number:	H63031G
Contract/Project Name:	PAINTING & REHABILITATION OF GLENN CURTIS BLVD. & CHARLES LINDBERGH BRIDGES OVER MEADOWBROOK STATE PARKWAY
Contract/Project Description:	ABRASIVE BLAST CLEANING AND PAINTING THE GLENN CURTIS BLVD. AND CHARLES LINDBERGH BLVD. BRIDGES

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$ 5,946,200.00		
Total MBE Dollar Amount	$ 5,767,814.00	MBE Contract Percentage	97%
Total WBE Dollar Amount	$ 178,386.00	WBE Contract Percentage	3%
Total Combined M/WBE Dollar Amount	$ 5,946,200.00	Combined M/WBE Contract Percentage	100%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: NUCO PAINTING CORP. Address: 8 OVAL DRIVE City: ISLANDIA State/Zip Code: NY 11749 Authorized Representative: JASON JACINTO - PRESIDENT Telephone No. 631-467-6602	ABRASIVE BLASTING & PAINTING	Amount ($): 5,767,814.00 Award Date:	Start Date: To be determined Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: MS ULIMITED INC. Address: 3828 ELLICOT DRIVE City: EAST SYRACUSE State/Zip Code: NY 11579 Authorized Representative: MARY BETH SBARAGLIA – PRESIDENT Telephone No. 315-437-1291	VARIOUS SUPPLIES	Amount ($): 178,386.00 Award Date: To be determined	Start Date: To be determined Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Painting Industry Insurance & Annuity Funds

45 WEST 14TH STREET, NEW YORK, N.Y. 10011 TEL: (212) 924-2473 FAX: (212) 989-3468

Benefits Coordinator

EMPLOYER TRUSTEE
RADOMIR JELCIC
Co-Chairman

UNION TRUSTEE
JOSEPH AZZOPARDI
Co-Chairman

GREG VAGELATOS
LLOYD GOLDENBERG
Co-Fund Administrators

September 25, 2015

Re: Nuco Painting
8 Oval Drive
Islandia N.Y 11749

To: Whom It May Concern:

Please be advised that the above signatory contractor to the Collective bargaining Agreement is in good standing with this Local Union 806 Bridge Painters and District Council #9.

Nuco Painting Corp is registered with the apprenticeship program with the NYS Department of Labor. They are also up-to date on their fringe benefits.

Any questions please feel free to contact me at 212-924-2473.Ext 151

Thank you,
Maria Rasso
Benefits Coordinator

Nassau County

BID SUMMARY FOR CONTRACT: H63031G NYSDOT PIN# 0760.25

PAINTING & REHABILITATION OF GLENN CURTISS BLVD & CHARLES LINDBERGH BLVD BRIDGES

Bid Attempt Number: 1

Project Manager: Richard Kramer UPDATED 4/30/2015

Advertising Date: 1/14/2015

Bid Opening Date: 02/17/2015

Item No.	Item Description	Unit	Engineers Estimate (EE)			L & L Painting Co.		Percentage Difference	NUCO Painting Corp.		Percentage Difference	Iron Bridge Construction, Inc.		Percentage Difference	Hercules Painting Company, Inc.		Percentage Difference
			Unit Price	Bid Quantity	Extension	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis	Unit Price	Extension	Analysis
201.06	Cleaning and Grubbing	LS	$17,400.00	1	$17,400.00	$68,000.00	$68,000.00	+ 290.80	$5,000.00	$5,000.00	-248.00	$25,000.00	$25,000.00	+ 43.68	$5,000.00	$5,000.00	-249.00
210.34110000	Removal and Disposal of Caulking ACM (8V14)	FT	$75.00	30	$2,250.00	$375.00	$11,250.00	+ 400.00	$500.00	$15,000.00	+ 566.67	$800.00	$24,000.00	+ 966.67	$1,000.00	$30,000.00	+ 1,233.33
560.18100011	Remove and Reset Stone Masonry	SF	$500.00	50	$25,000.00	$224.00	$11,200.00	-123.21	$250.00	$12,500.00	-100.00	$150.00	$7,500.00	-233.33	$500.00	$25,000.00	0.00
564.75020004	Structural Steel Repair Type II	EA	$1,000.00	150	$150,000.00	$4,000.00	$600,000.00	+ 300.00	$500.00	$75,000.00	-100.00	$5,000.00	$750,000.00	+ 400.00	$400.00	$60,000.00	-150.00
570.01000000	Lead-Exposure Control Plan	LS	$3,000.00	2	$6,000.00	$1,500.00	$3,000.00	-100.00	$8,000.00	$8,000.00	+ 166.67	$2,500.00	$5,000.00	-20.00	$5,000.00	$10,000.00	+ 66.67
570.02000000	Medical Testing	DC	$1.00	5,000	$5,000.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00
570.03000000	Personal Exposure Monitoring Sample Analysis	DC	$1.00	5,000	$5,000.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00	$1.00	$5,000.00	0.00
570.04000000	Decontamination Facilities	CW	$500.00	30	$15,000.00	$170.00	$5,100.00	-194.12	$100.00	$3,000.00	-400.00	$800.00	$24,000.00	+ 60.00	$750.00	$22,500.00	+ 50.00
570.15000100	Class A Containment	LS	$1,500,000.00	1	$1,500,000.00	$644,092.00	$644,092.00	-132.99	$1,120,000.00	$1,120,000.00	-33.93	$1,300,000.00	$1,300,000.00	-15.38	$1,200,000.00	$1,200,000.00	-25.00
570.15000200	Class A Containment	LS	$1,500,000.00	1	$1,500,000.00	$695,680.00	$695,680.00	-115.62	$1,245,000.00	$1,245,000.00	-20.48	$1,550,000.00	$1,550,000.00	+ 3.33	$1,300,000.00	$1,300,000.00	-15.38
571.03000000	Disposal of Hazardous Paint Removal Waste Containing Lead	LB	$0.50	17,700	$8,850.00	$0.50	$8,850.00	0.00	$0.50	$8,850.00	0.00	$1.44	$25,488.00	+ 188.00	$0.25	$4,425.00	-100.00
573.01000100	Structural Steel Painting Field Applied: Total Removal	LS	$1,700,000.00	1	$1,700,000.00	$915,168.00	$915,168.00	-85.75	$1,335,000.00	$1,335,000.00	-27.38	$1,450,000.00	$1,450,000.00	-17.24	$2,000,000.00	$2,000,000.00	+ 17.65
573.01000200	Structural Steel Painting Field Applied: Total Removal	LS	$1,900,000.00	1	$1,900,000.00	$989,520.00	$989,520.00	-92.01	$1,395,000.00	$1,395,000.00	-36.20	$1,650,000.00	$1,650,000.00	-15.15	$2,175,000.00	$2,175,000.00	+ 14.47
606.27010000	HPBO(MOD.) Corrugated Beam Guide Railing	LF	$40.00	410	$16,400.00	$28.00	$11,480.00	-42.86	$80.00	$32,800.00	+ 100.00	$100.00	$41,000.00	+ 150.00	$200.00	$82,000.00	+ 400.00
606.27030000	Anchorage Unit for HPBO (MOD.) Corrugated Beam Guide Railing	EA	$2,000.00	4	$8,000.00	$16,800.00	$67,200.00	+ 740.00	$3,000.00	$12,000.00	+ 50.00	$3,750.00	$15,000.00	+ 87.50	$2,500.00	$10,000.00	+ 25.00
606.80000010	Removing and Disposing of Wood Guide Railing	FT	$10.00	610	$6,100.00	$20.00	$12,200.00	+ 100.00	$25.00	$15,250.00	+ 150.00	$26.00	$15,860.00	+ 160.00	$20.00	$12,200.00	+ 100.00
606.89030000	Transition HPBO (MOD.) Corrugated Beam Guide Railing to Single Slope Concrete Half Section Barrier	EA	$2,800.00	4	$11,200.00	$5,600.00	$22,400.00	+ 100.00	$5,000.00	$20,000.00	+ 78.57	$5,000.00	$20,000.00	+ 78.57	$11,000.00	$44,000.00	+ 292.86
607.97000008	Remove and Reset Existing Fence	FT	$25.00	1,560	$39,000.00	$39.00	$60,840.00	+ 56.00	$55.00	$85,800.00	+ 120.00	$60.00	$93,600.00	+ 140.00	$75.00	$117,000.00	+ 200.00
608.02010200	Hot Mix Asphalt (HMA) Sidewalks, Driveways and Bicycle Paths and Vegetation Control Strips	TONS	$800.00	70	$21,000.00	$336.00	$23,520.00	+ 12.00	$800.00	$42,000.00	+ 100.00	$500.00	$35,000.00	+ 66.67	$300.00	$21,000.00	0.00
619.01000000	Basic Work Zone Traffic Control	LS	$750,000.00	1	$750,000.00	$80,000.00	$80,000.00	-837.50	$200,000.00	$200,000.00	-275.00	$500,000.00	$500,000.00	-50.00	$150,000.00	$150,000.00	-400.00
619.11040200	Portable , Variable Message Sign (PVMS)	Day	$150.00	150	$22,500.00	$50.00	$7,500.00	-200.00	$200.00	$30,000.00	+ 33.33	$150.00	$22,500.00	0.00	$35.00	$5,250.00	-328.57
619.24000000	Nighttime Operations	LS	$75,800.00	1	$75,800.00	$50,000.00	$50,000.00	-51.80	$50,000.00	$50,000.00	-51.80	$10,000.00	$10,000.00	-659.00	$300,000.00	$300,000.00	+ 295.36
670.03020007	Remove and Relocate Lamppost Assembly	EA	$6,000.00	1	$6,000.00	$14,000.00	$14,000.00	+ 133.33	$6,000.00	$6,000.00	0.00	$5,000.00	$5,000.00	-20.00	$10,000.00	$10,000.00	+ 66.67
698.04000100	MOBILIZATION	LS	$220,000.00	1	$220,000.00	$170,000.00	$170,000.00	-29.41	$220,000.00	$220,000.00	0.00	$270,000.00	$270,000.00	+ 22.73	$300,000.00	$300,000.00	+ 36.36
	*INDICATES CONTINGENCY ITEM		TOTALS		$8,010,600.00		$4,481,000.00			$5,946,200.00			$7,848,948.00			$7,893,375.00	
	Percentage difference between Engineer's Estimate and each of the Bidders Total Monetary Bids				$8,010,600.00		-44.0616 %			-25.7709 %			-2.0180 %			-1.4624 %	

Low Bidder HighLighter in Yellow.

BID BOND

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission, addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned NUCO Painting Corp.

as Principal; and Darwin National Assurance Company as surety, who is licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

10% of the total amount bid dollars ($) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 30th day of January, 2015

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. H63031G for the

Painting & Rehabilitation of Glenn Curtiss Blvd. & Charles Lindbergh Blvd. Bridges Over Meadowbrook State Parkway Nassau County, New York

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. When notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

NUCO Painting Corp.
Contractor

by _____ (L.S.)
Jason Jacinto, President

(Corporate seal of Contractor if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Darwin National Assurance Company
Surety

by _____ (L.S.)
Title of Officer Emanuel Hatjygeorge, Attorney-in-Fact

Attest: _____ (L.S.)
Title of Officer Praxitelis Hatjygeorge, Attorney-in-Fact

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:
COUNTY OF SUFFOLK)

On this 3rd day of February , 20 15 , before me personally came Jason Jacinto to me known, who, being by me duly sworn, did depose and say for himself, that he resides in HOLBROOK, NY that he is the President of the NUCO Painting Corp. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

RAMONA DEEGIDIO
Notary Public, State of New York
Registration #01DE6301992
Qualified in Queens County
Commission Expires April 28, 2018

Ramona DeEgidio
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

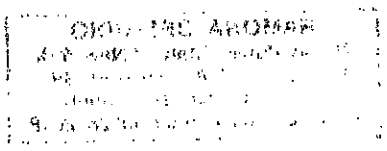
(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public



(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Westchester)

On this 30th day of January , 2015 , before me personally came Emanuel Hatjygeorge to me Known, who being by me duly sworn, did depose and say that he resides in Yorktown Heights, NY

that he is the Attorney-in-Fact of the Darwin National Assurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Praxitelis Hatjygeorge further said that he is acquainted with Emanuel Hatjygeorge and knows him to be the Attorney-in-Fact of said company; that the signature of the said Emanuel Hatjygeorge subscribed to the within instrument is in the genuine handwriting of the said Emanuel Hatjygeorge and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Notary Public

TIFFANY M RAMOS
Notary Public - State of New York
NO. 01RA6186783
Qualified in Westchester County
My Commission Expires 3/12/2016

DARWIN NATIONAL ASSURANCE COMPANY

305 S. 17th St., Suite 810 Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: February 6, 2014 No. 209 Single Transaction Limit: $ 10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s): Praxitelis Hatjygeorge Emanuel Hatjygeorge

FIRM: Olympia Coverage, LLC OFFICE LOCATION: 22-75 27th Street, PO Box, Astoria, NY 11106

It's true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of February, 2014

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michael W. Zahodski, Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 18, 2014

State of Pennsylvania)
County of Philadelphia) ss.

Name: Robert E. Staples
Title: Senior Vice President

On this 6th day of February, 2014, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary: Michael W. Zahodski
My Commission Expires: 11-18-2014

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY, on December, 2012:

"RESOLVED, that the President or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed;"

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 30th day of January 2015

Secretary:

SUR 00007 00 (11/2012)

DocuGard 04541 – 6 Security Features

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

DocuGard 04541 – 6 Security Features

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DARWIN NATIONAL ASSURANCE COMPANY - NAIC # 16624

CONDENSED STATUTORY BASIS
FINANCIAL STATEMENT

AS OF DECEMBER 31, 2013

ADMITTED ASSETS

BONDS	327,124,519
COMMON STOCKS	59,191,400
INVESTMENT IN SUBSIDIARIES	68,867,350
CASH & SHORT TERM INVESTEMENTS	37,045,049
AGENTS BALANCES OR UNCOLLECTED PREMIUMS	74,226,347
OTHER ASSETS	127,816,986
TOTAL ASSETS	$ 689,271,651

LIABILITIES

RESERVE FOR LOSSES	132,593,193
RESERVE FOR LOSS ADJUSTMENT EXPENSES	46,224,146
RESERVE FOR UNEARNED PREMIUMS	51,088,063
ALL OTHER LIABILITIES	95,332,160
TOTAL LIABILITIES	325,237,562

CAPITAL AND SURPLUS

SPECIAL SURPLUS FUNDS		
CAPITAL STOCK	3,500,000	
CAPITAL IN EXCESS OF PAR VALUE	181,882,544	
UNASSIGNED SURPLUS	178,651,545	
TOTAL CAPITAL AND SURPLUS		364,034,089
TOTAL		$ 689,271,651

In the state of New York, county of New York, Robert Larson personally appeared before the undersigned who being duly sworn, deposes and says that he is the Vice President and Treasurer of Darwin National Assurance Company, and that the foregoing statement is correct and true.

NOTARY Sworn to and Subscribed before Me this 30 day of April, 2014

Signature _____ My Commission Expires 09/18/2014

MURZENA LEUNG
Notary Public, State of New York
01LE6152740
Qualified in Queens County
Commission Expires Sept. 18, 20 14

PROPOSAL
To the County of Nassau

PAINTING & REHABILITATION OF GLENN CURTISS BLVD
& CHARLES LINDBERGH BLVD BRIDGES
OVER MEADOWBROOK STATE PARKWAY
NASSAU COUNTY, NEW YORK
PIN 0760.25
CONTRACT No. H63031G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: NUCO PAINTING Corp
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 8 OVAL DRIVE, ISLANDIA NY 11749

Telephone: 631 467-6602 Date: 2-16-15

FAX Tele: 631 615-2532 E-Mail: JASON@NUCOPAINTING.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
JASON JACINTO	10 JENNA CT, HOLBROOK NY 11741

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NY

Name of President: JASON JACINTO

President's Domicile: 10 JENNA CT, HOLBROOK NY 11741

Name of Vice Pres: N/A

Vice Pres's Domicile: N/A

Corporate Officer: JASON JACINTO Title: PRESIDENT

Corporate Officer's Domicile: 10 JENNA CT, HOLBROOK NY 11741

Corporate Officer: N/A Title:

Corporate Officer's Domicile: N/A

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheet for Contract: H63031G

Nassau County DPW

Item No	Engineers Estimate	Item Description	Unit Price written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
201.06	1.00 LS	Clearing and Grubbing	For: FIVE THOUSAND Dollars AND NO CENTS	$5,000.00	$5000.00
210.3411	30.00 FT	Removal and Disposal of Caulking ACM (BV14)	For: FIVE HUNDRED Dollars AND NO CENTS	$500.00	$15,000.00
560.18100011	50.00 SF	Remove and Reset Stone Masonry	For: TWO HUNDRED AND FIFTY Dollars AND NO CENTS	$250.00	$12,500.00
564.75020004	150.00 EA	Structural Steel Repair, Type II	For: FIVE HUNDRED Dollars AND NO CENTS	$500.00	$75,000.00
570.01	2.00 LS	Lead-Exposure Control Plan	For: EIGHT THOUSAND Dollars AND NO CENTS	$8,000.00	$8,000.00
570.02	5,000.00 DC	Medical Testing	For: FIVE THOUSAND Dollars AND NO CENTS	$5,000.00	$5,000.00
570.03	5,000.00 DC	Persona Exposure Monitoring Sample Analysis	For: FIVE THOUSAND Dollars AND NO CENTS	$5,000.00	$5,000.00

45 of 347

Contract No. H63031G - PIN 0760.26

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheet for Contract: H63031G

Nassau County DPW

Item No	Engineers Estimate	Item Description	Unit Price written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
570.04	30.00 CW	Decontamination Facilities	For: ONE HUNDRED DOLLARS AND NO CENTS	$100.00	$3,000.00
570.150001	1.00 LS	Class A Containment	For: ONE MILLION ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND NO CENTS	$1,120,000.00	$1,120,000.00
570.150002	1.00 LS	Class A Containment	For: ONE MILLION TWO HUNDRED AND FORTY FIVE THOUSAND AND NO CENTS	~~$1,245~~ $1,245,000.00	$1,245,000.00
571.03	17,700.00 LB	Disposal of Hazardous Paint Removal Waste Containing Lead	For: FIFTY CENTS	$ .50	$8,850.00
573.010001	1.00 LS	Structural Steel Painting Field Applied: Total Removal	For: ONE MILLION THREE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS AND NO CENTS	$1,335,000.00	$1,335,000.00
573.010002	1.00 LS	Structural Steel Painting Field Applied: Total Removal	For: ONE MILLION THREE HUNDRED AND NINETY FIVE THOUSAND DOLLARS AND NO CENTS	$1,395,000.00	$1,395,000.00

47 of 347

Contract No. H63031G - PIN 0760.25

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheet for Contract: H63031G

Nassau County DPW

Item No	Engineers Estimate	Item Description	Unit Price written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
606.2701	410.00 LF	HPBO (MOD.) Corrugated Beam Guide Railing	For: EIGHTY Dollars AND NO CENTS	$80.00	$32,800.00
606.2703	4.00 EA	Anchorage Unit for HPBO (MOD.) Corrugated Beam Guide Railing	For: THREE THOUSAND Dollars AND NO CENTS	$3,000.00	$12,000.00
606.80000010	610.00 FT	Removing and Disposing of Wood Guide Railing	For: TWENTY FIVE Dollars AND NO CENTS	$25.00	$15,250
606.8903	4.00 EA	Transition HPBO (MOD.) Corrugated Beam Guide Railing to Single Slope Concrete Half Section Barrier	For: FIVE THOUSAND Dollars AND NO CENTS	$5,000.00	$20,000.00
607.97000008	1,560.00 FT	Remove and Reset Existing Fence	For; FIFTY FIVE Dollars AND NO CENTS	$55.00	$85,800.00
608.020102	70.00 TON	Hot Mix Asphalt (HMA) Sidewalks, Driveways	For: SIX HUNDRED Dollars AND NO CENTS	$600.00	$42,000.00

49 of 342

Contract No. H63031G - PIN 0760.25

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheet for Contract: H63031G

Nassau County DPW

Item No	Engineers Estimate	Item Description	Unit Price written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
		and Bicycle Paths and Vegetation Control Strips			
619.01	1.00 LS	Basic Work Zone Traffic Control	For: TWO HUNDRED THOUSAND DOLLARS AND NO CENTS	$200,000.00	$200,000.00
619.110402	150.00 DAY	Portable, Variable Message Sign (PVMS)	For: TWO HUNDRED DOLLARS AND NO CENTS	$200.00	$30,000.00
619.24	1.00 LS	Nighttime Operations	For: FIFTY THOUSAND DOLLARS AND NO CENTS	$50,000.00	$50,000.00
670.03020007	1.00 EA	Remove and Relocate Lamppost Assembly	For: SIX THOUSAND DOLLARS AND NO CENTS	$6,000.00	$6,000.00
699.040001	1.00 LS	Mobilization	For: TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND NO CENTS	$220,000.00	$220,000.00

51 of 348

Total Bid in Numbers $ 5,946,200.00

Total Amount in Words FIVE MILLION NINE HUNDRED FORTY SIX THOUSAND AND TWO HUNDRED DOLLARS

Contract No. H63031G DPW 0760.25

NO TEXT ON THIS PAGE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: NUCO PAINTING Corp

   Address: 8 OVAL DRIVE

   City and State: ISLANDIA, NY Zip Code 11749

2. Firm's Vendor Identification Number: 11-3574695

3. Type of Business:

   ✓ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture

   _____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

4. List names and address 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 sheet (s) if necessary)

   JASON JACINTO
   10 JENNA CT, HOLBROOK NY 11741

5. List all names and address 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 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

   JASON JACINTO
   10 JENNA CT HOLBROOK NY 11741

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

   NUCO STEEL CORP
   STEEL FABRICATION

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator 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 own knowledge, true.

Dated: FEB 16, 2015

Signed: _____

Print Name: JASON JACINTO

Title: PRESIDENT

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

NUCO PAINTING CORP
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number NAT-F117382-1

Municipal Licensing Agency EPA

By: _____ Date: 2-16-15

(Print) JASON JACINTO Title: PRESIDENT

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____ Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 15

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 15

   b. as a Subcontractor 15

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
PLEASE SEE ATTACHED			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
PLEASE SEE ATTACHED			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

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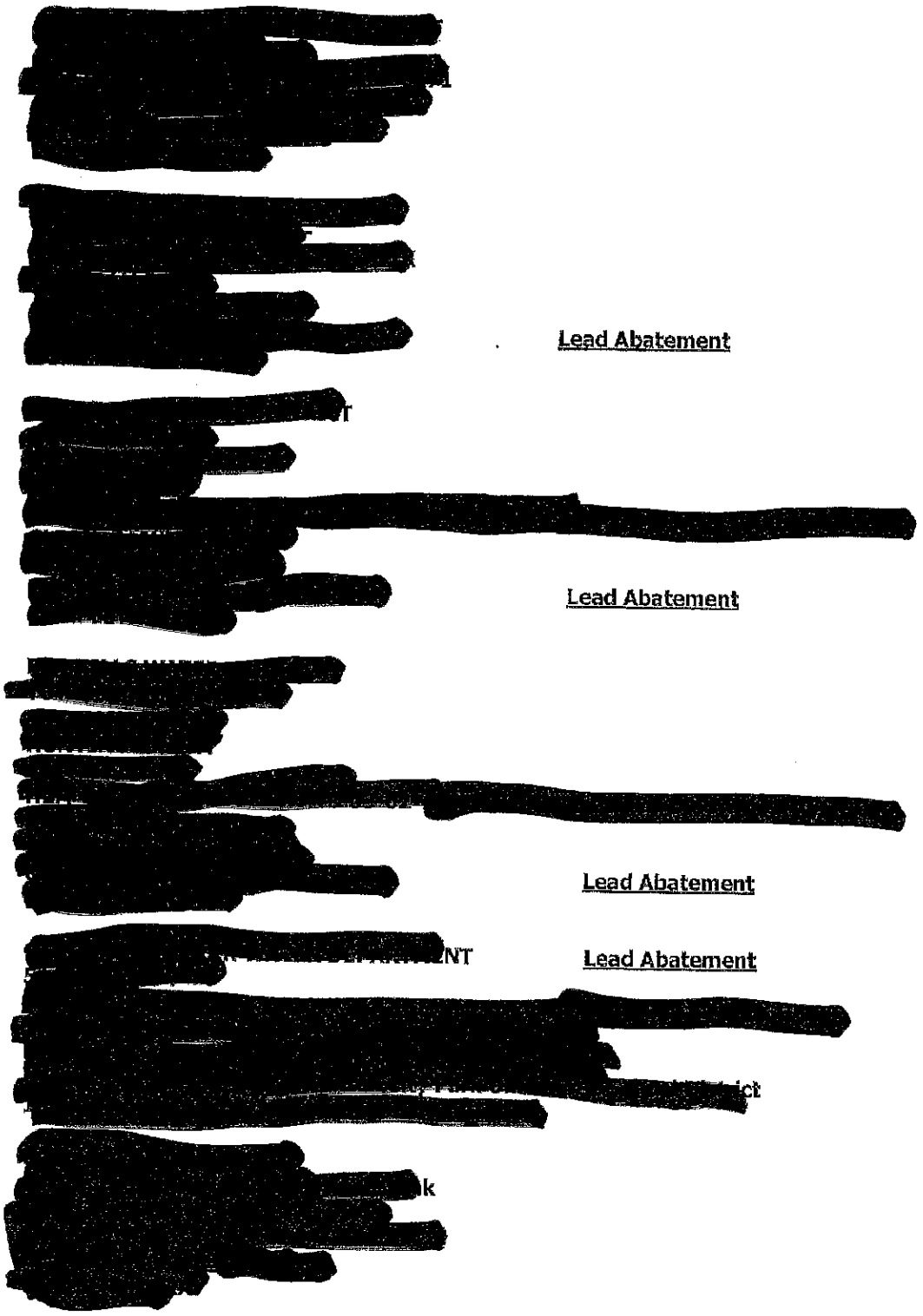
NUCO Painting Corp. - COMPLETED CONTRACTS

Water & Waste Water Treatment



Lead Abatement

Lead Abatement

Lead Abatement

Lead Abatement

[redacted] Water Authority — Lead Abatement

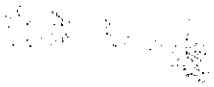
[redacted] — Lead Abatement

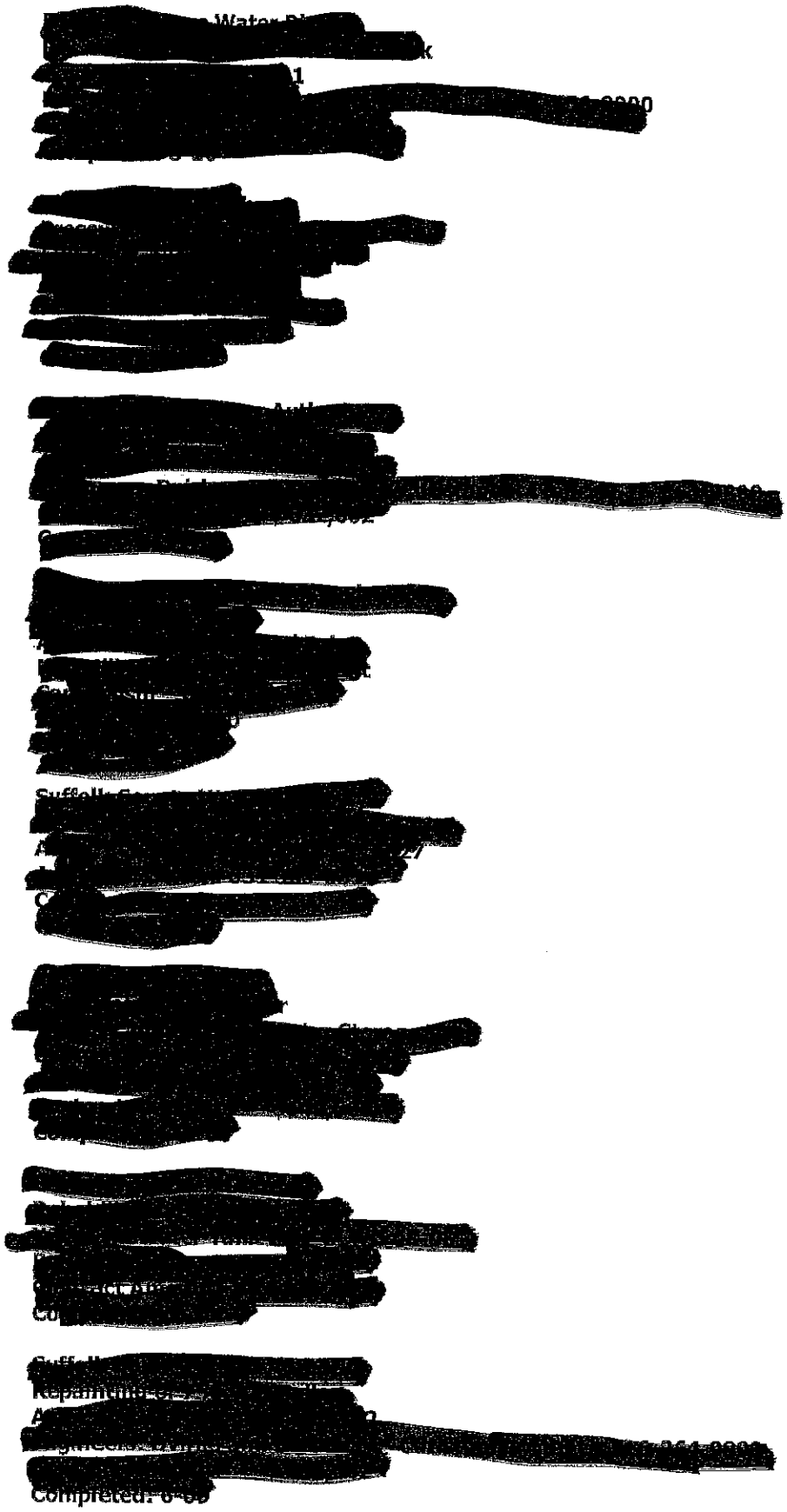
[redacted] — Lead Abatement

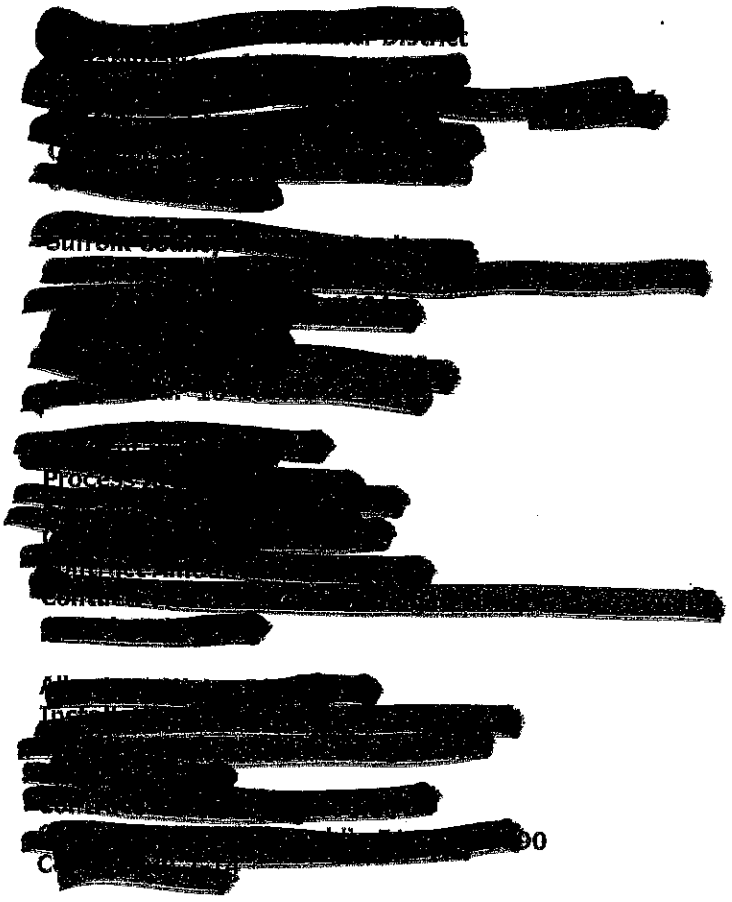
[redacted]

[redacted] — Lead Abatement

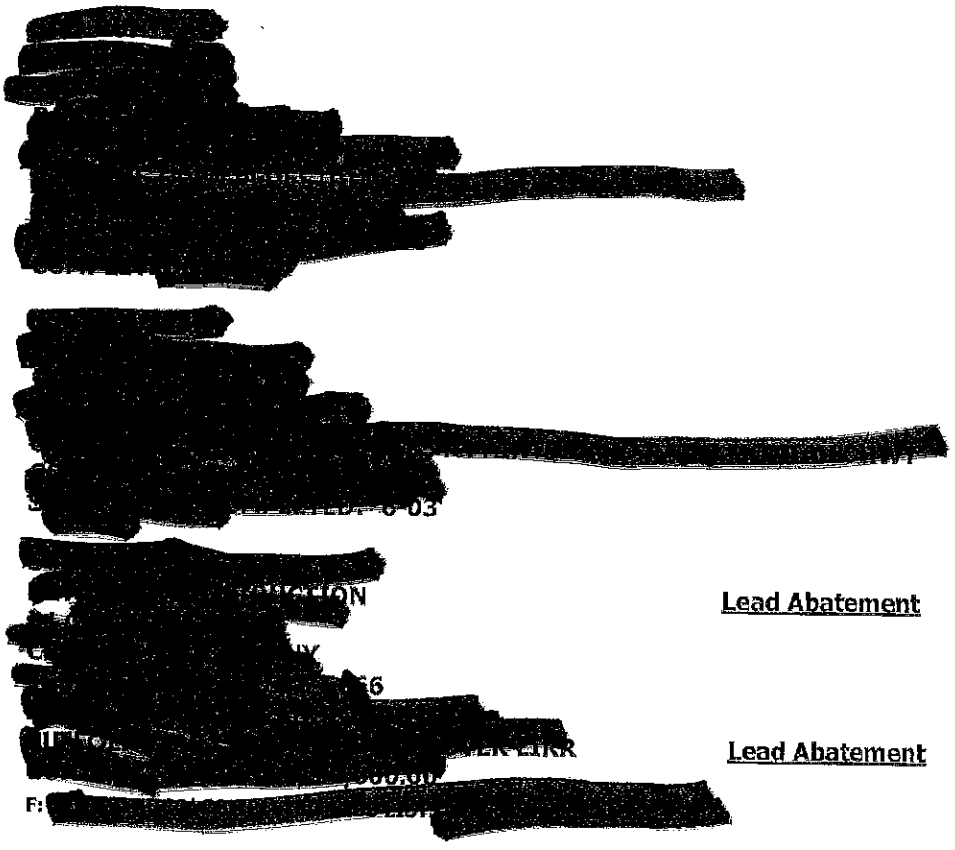
[redacted]







Bridges



Lead Abatement

Lead Abatement

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Date Completed [redacted]

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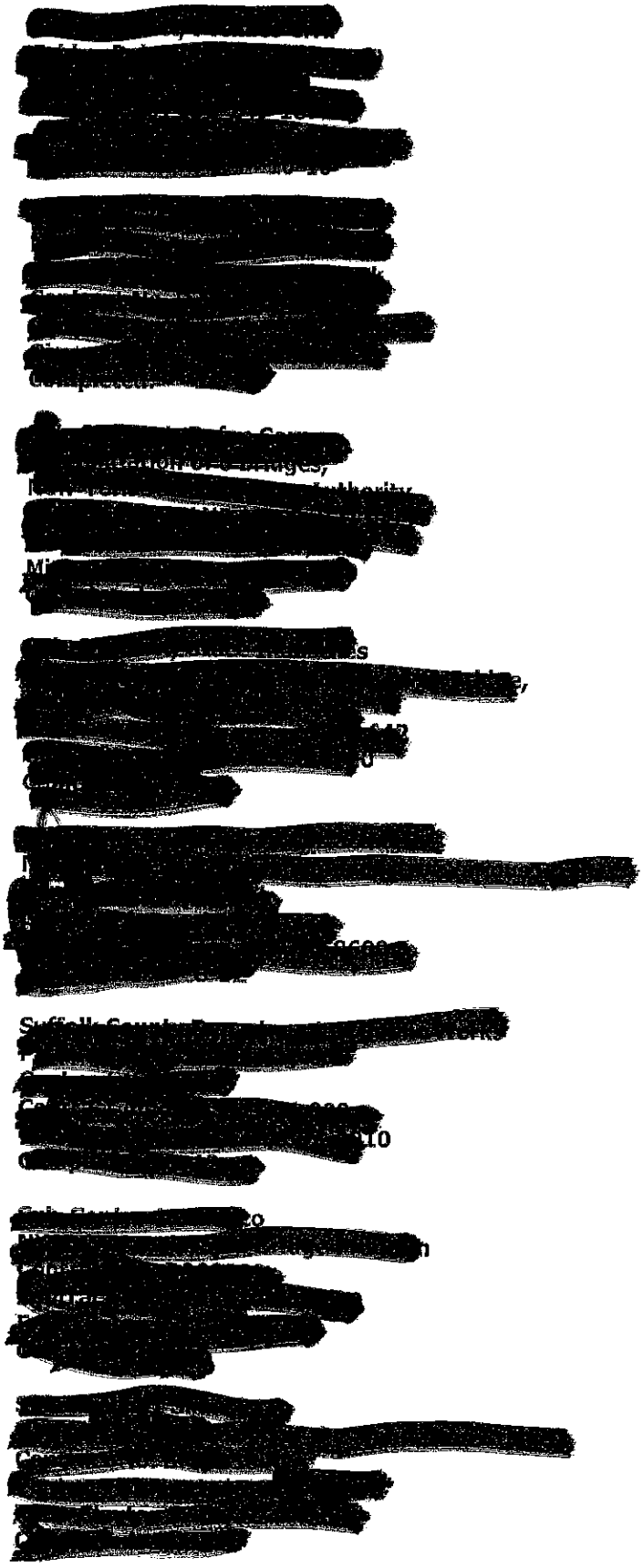
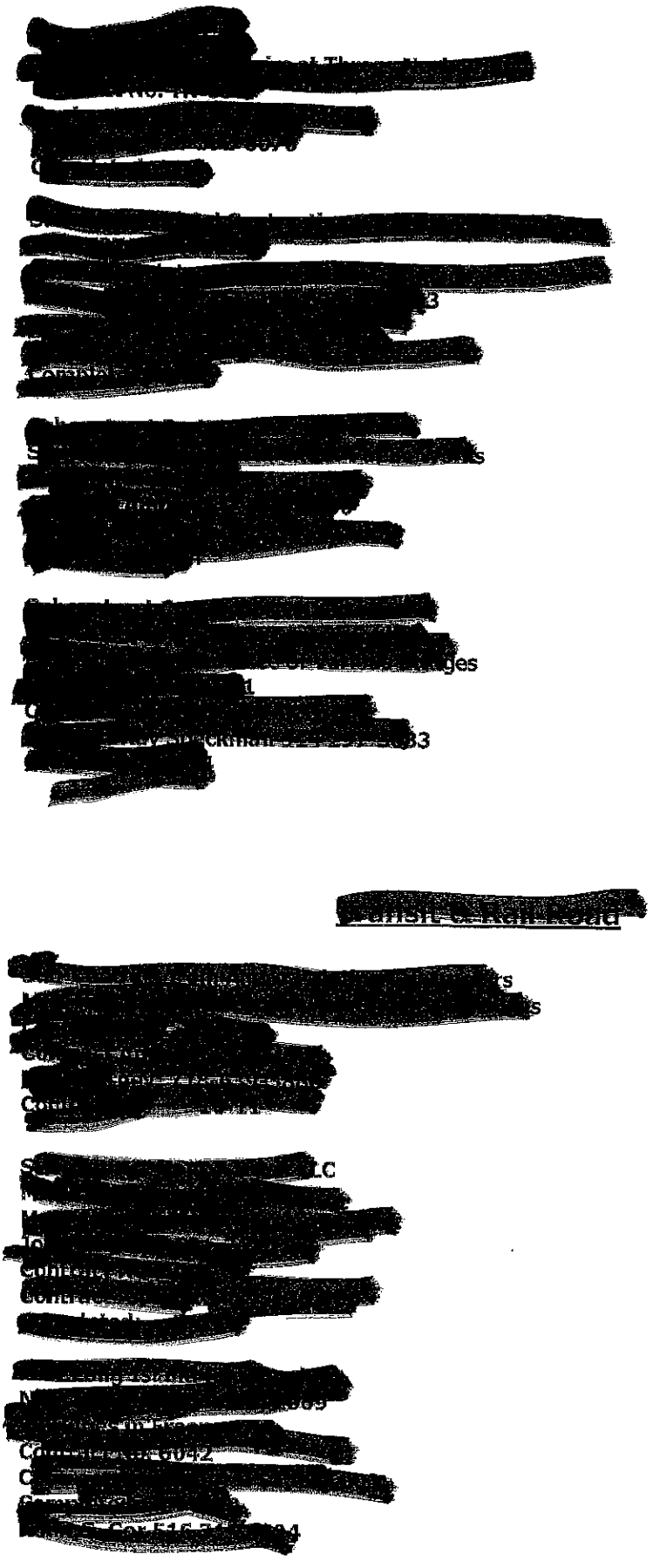
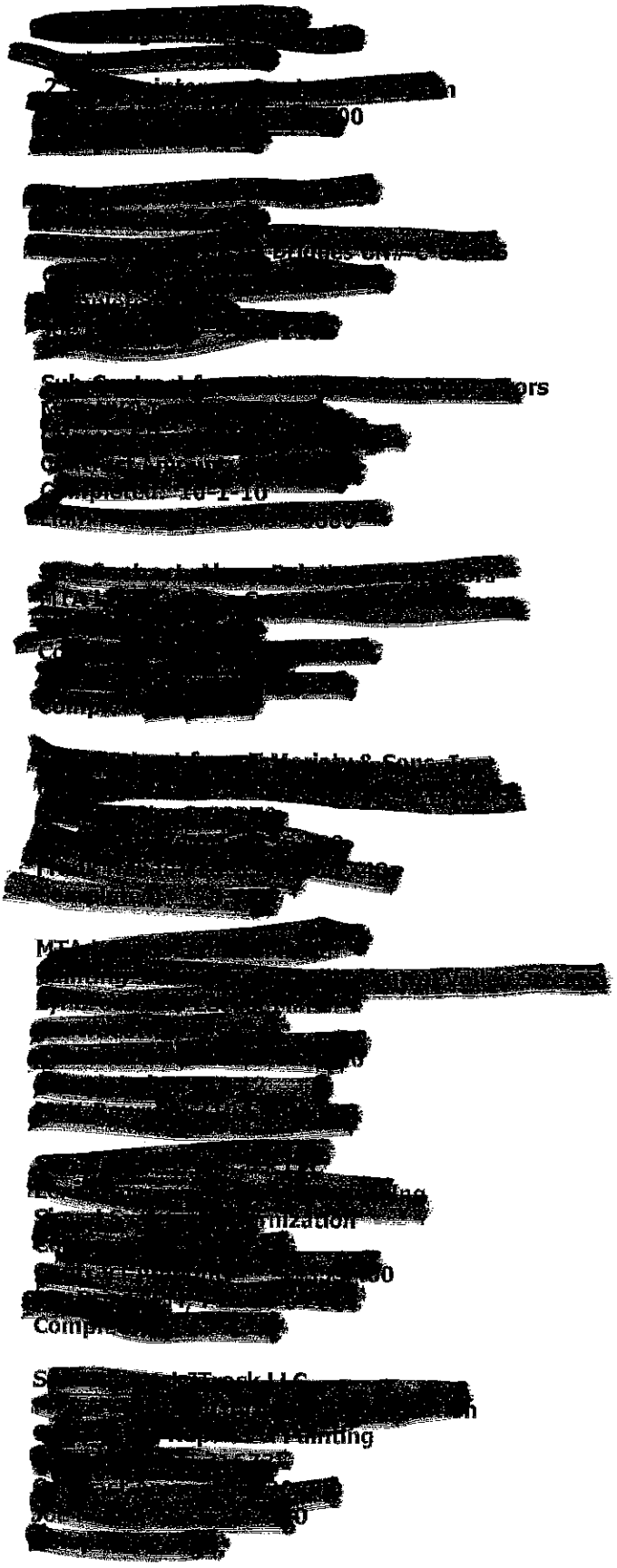
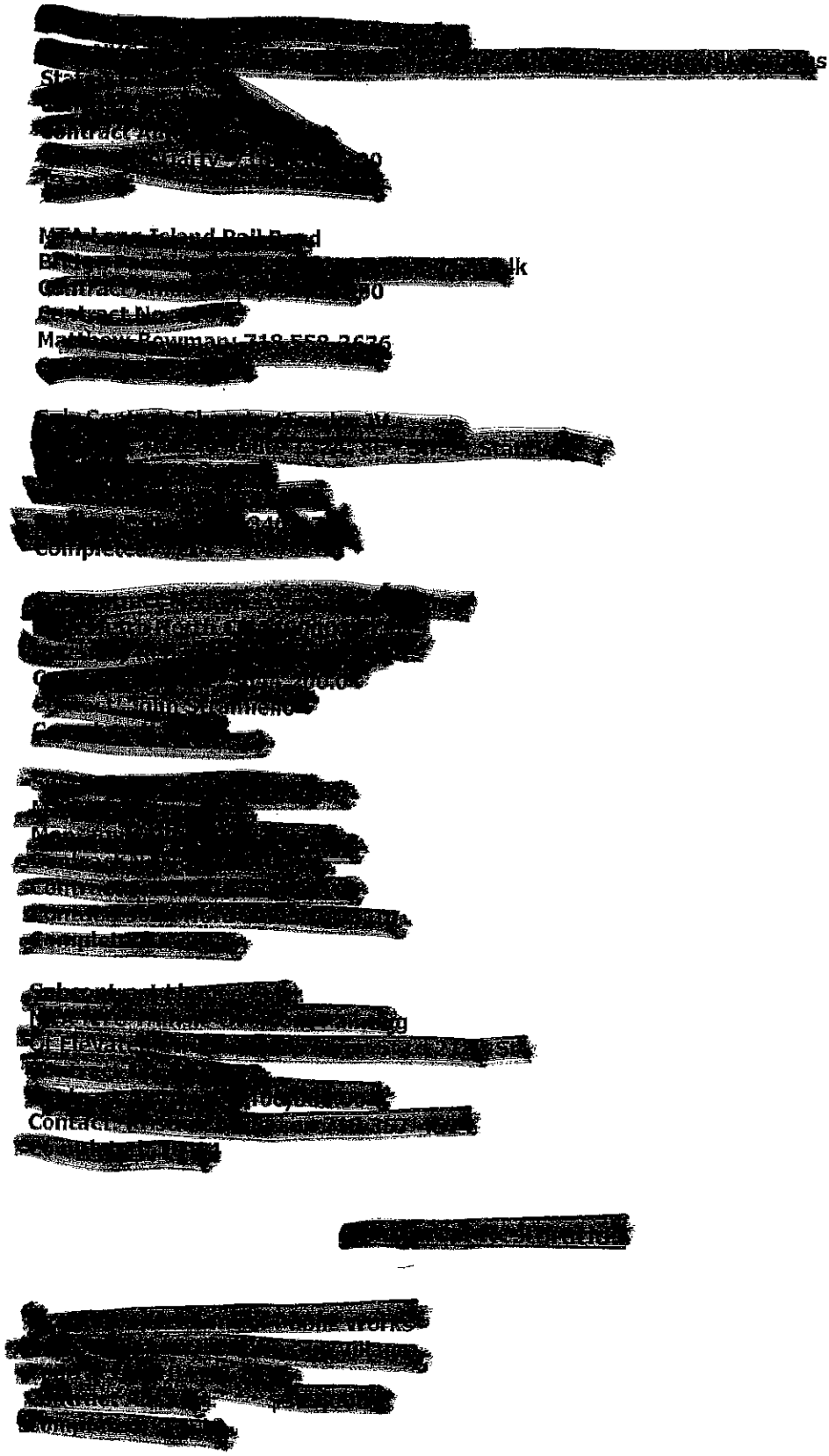
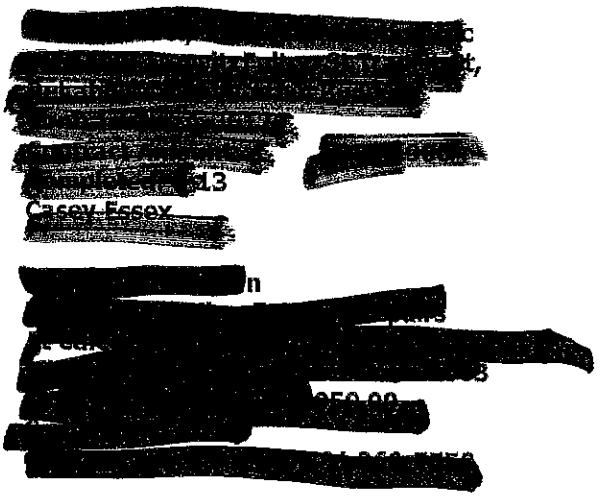


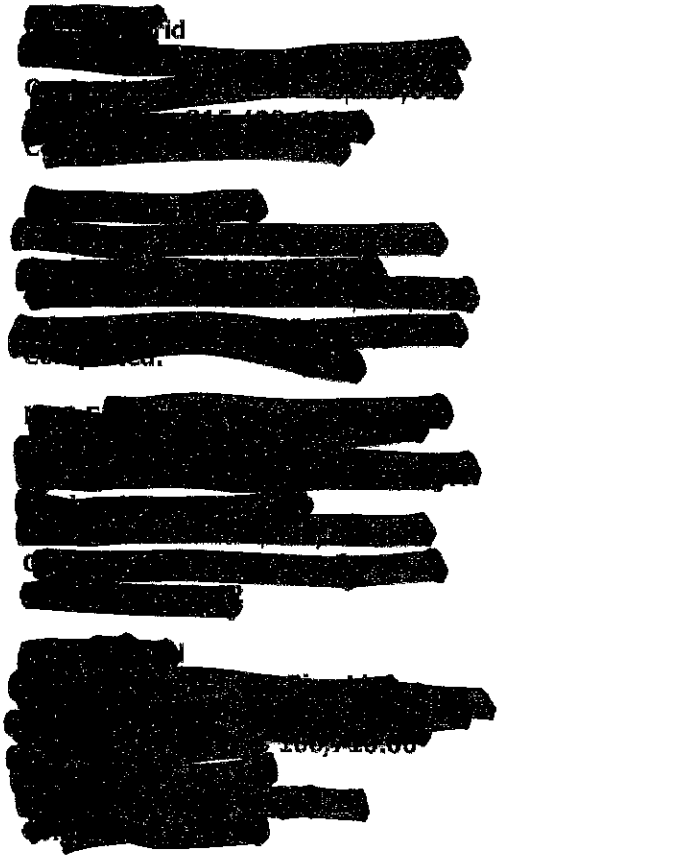




Lead Abatement







Airport

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Lead Abatement

General Construction & Commercial Painting Work

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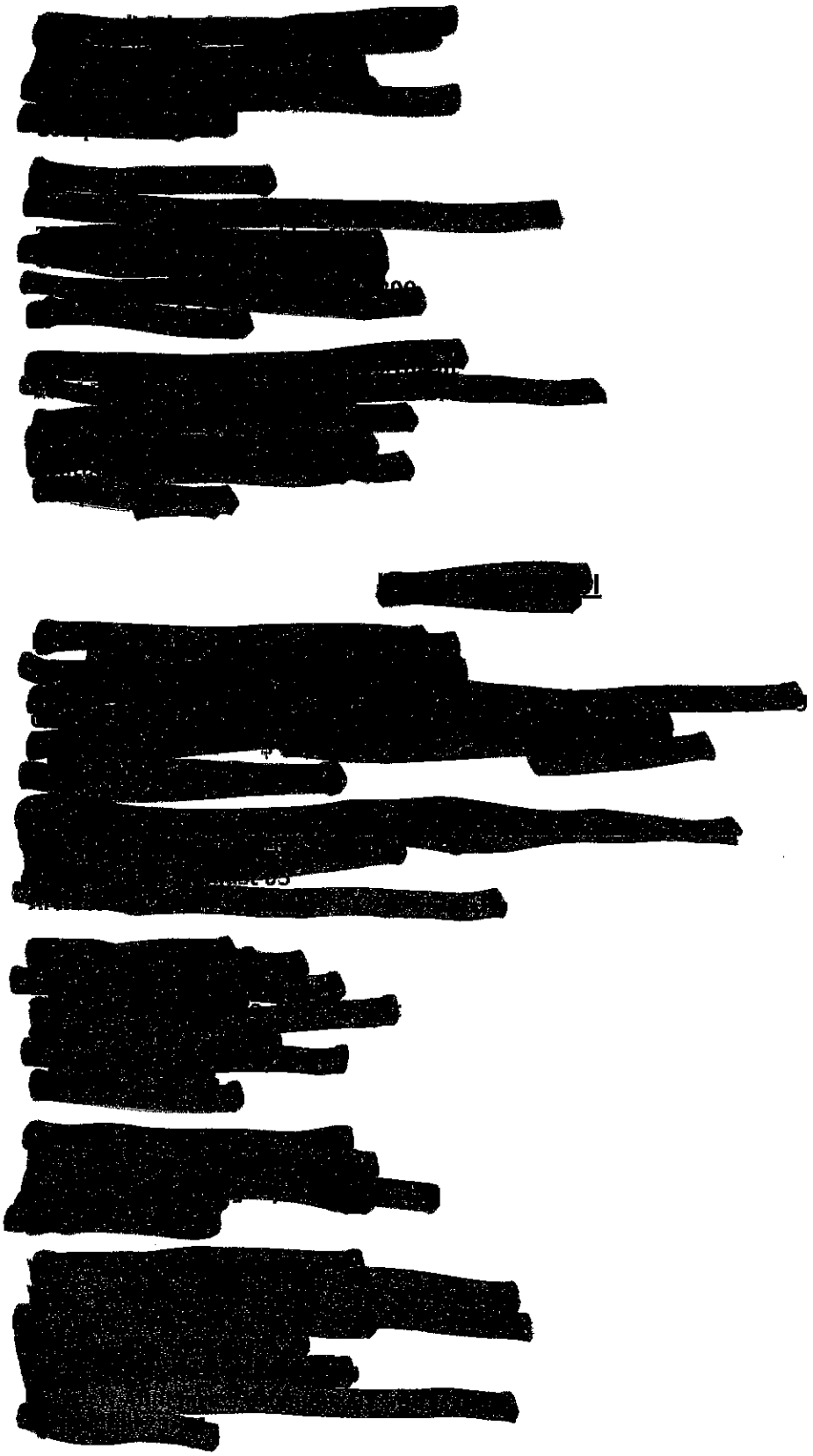

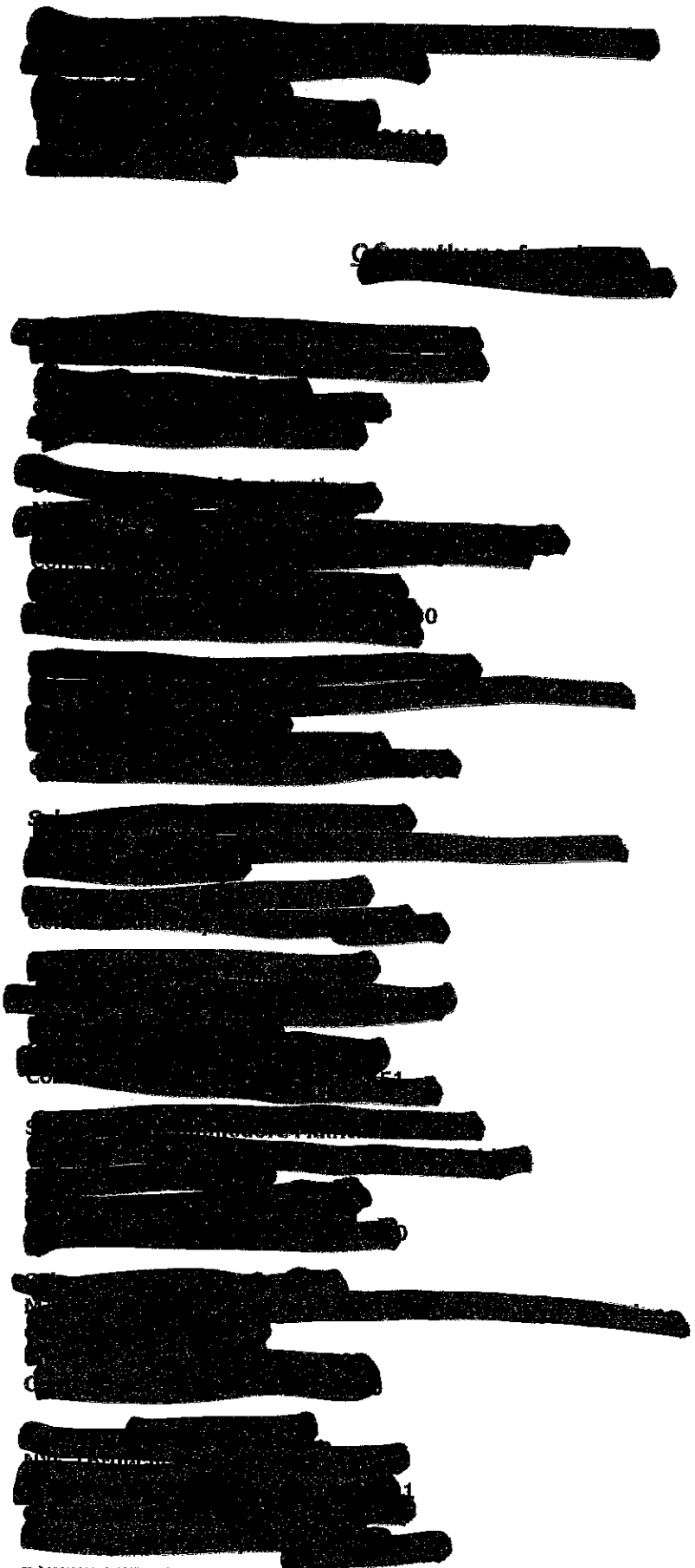

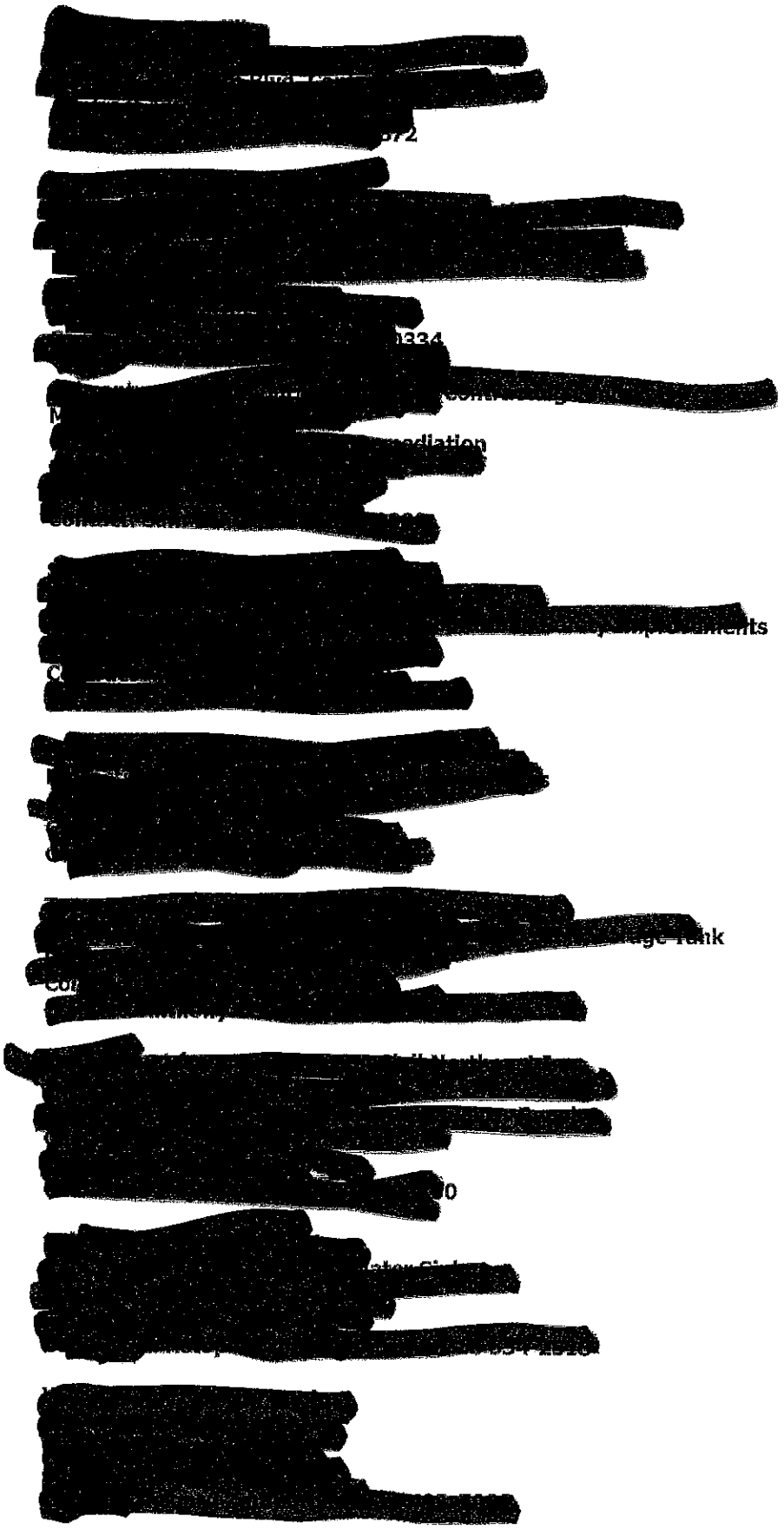

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

N/A

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

N/A

10. In what other lines of business are you financially interested?

N/A

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
[redacted]				
			GENERAL CONST	P.M.
			GENERAL CONST	PM., ESTIMATOR
			INDUSTRIAL PAINT	FOREMAN, SUPERINTEND
			GENERAL CONST	
			GENERAL CONST	FOREMAN, QC MANAGER
			INDUSTRIAL PAINT	H.S. OFFICER

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
1	1999 ADI RELICABLE UNIT	14	8, OVAL DRIVE, ISLANDIA
1	1996 ADI RECYCABLE UNIT	14	8 OVAL DRIVE, ISLANDIA
1	2000 ARS 60,000 CFM DUST COLLECTOR	10	8 OVAL DRIVE, ISLANDIA
1	2003/600 CFM SULLAIR COMPRESSOR	10	8 OVAL DRIVE, ISLANDIA
1	2001 1600 CFM SULLAIR COMPRESSOR	10	8 OVAL DRIVE, ISLANDIA
1	1999 VACON VACUUM TRUCK	12	8 OVAL DRIVE, ISLANDIA NY
1	2002 MITSUBISHI BOX TRUCK	8	8 OVAL DRIVE, ISLANDIA NY

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

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14. In what manner have you inspected this proposed work? Explain in detail.

THE WORK SITE HAS BEEN INSPECTED VISUAL AS WELL AS REVIEWED THOROUGHLY IN THE DRAWINGS.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

NUCO PLANS ON MOBILIZING EACH BRIDGE AT A TIME. NUCO SHALL COMPLETE EACH BRIDGE TO COMPLETION PRIOR TO MOVING TO THE NEXT BRIDGE. THE SEQUENCE OF WORK SHALL BE AS FOLLOWS.

- MOBILIZATION
- REHABILITATION + PRIMING
- REPAIRS
- APPLICATION OF ADDITIONAL COATS
- DEMOBILIZATION

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

DAVID GRIFFIN - SEE ATTACHED RESUME

17. Insurance carried by your firm: (SEE ATTACHED SAMPLE CERTS)

Type	Company	Limits of Coverage	Term
GL	AMERICAN EMPIRE	2 million occurance 4 million AGGREGATE	4-14-14 TO 4-14-15
AUTO	HARTFORD	1 million COMBINED SINGLE	6/7/14 - 6/7/15
Umbrella	NATIONAL UNION FIRE	5 million - OCCURANCE/AGGREGATE	4/16/14 - 4/16/15
EXCESS	SCOTTSDALE	3 million - OCCURANCE/AGGREGATE	4/16/14 - 4/16/15
Pollution	LIBERTY Surplus	1 million OCCURANCE 2 million AGGREGATE	4/16/14 - 4/16/15
WORKERS COMP	NY STATE INSURANCE FUND	UNLIMITED	4/1/14 - 4/1/15

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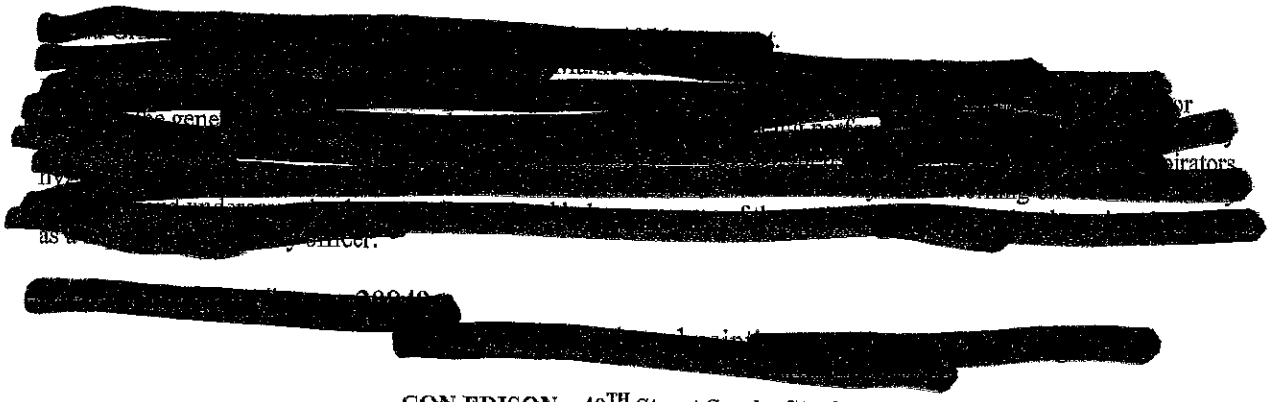
[redacted]

Lead Certification, Confined Space Certification, Fall Prevention Certification, Maintenance & Protection of Traffic Training, Osha 30 Hour Training Safety, C-3 Supervisor/Competent Person Training for De-leading of Industrial Structures, NACE Certified Inspector. Completed his C-5 Certification: November 15, 2011



CON EDISON	**40TH Street Smoke Stacks** **Astoria Power Plant** **Foreman & Safety Officer**
CT-DOT	**Various Projects** **Cos Cob Bridge** **Safety Officer/ Foreman**
Massachusetts Highway Dept.	**Safety Officer/Foreman** **Various Projects Painting Bridge Structures**
NYS DOT **Safety Officer** **Foreman**	**Various Bridges Nassau & Suffolk** **Grand Central Parkway Bridges** **Robert Moses Bascule Bridges**
NYC TRANSIT	**Numerous Elevated Subway Structures** **Numerous Subway Stations** **Foreman/Safety Officer**
NYC DOT	**Manhattan Bridge** **Williamsburg Bridge** **Safety Supt.**
TBTA	**Whitestone Bridge Safety Officer** **Marine Parkway Bridge – Safety Officer**
NYS THRUWAY	**Tappan Zee Bridge** **Safety Officer**
NJ-DOT	**Bridges on Route 440** **Safety Officer**
LIRR 6042	**Nassau Bridge Painting Program -2009** **Safety Manager**
Nassau DPW	**Cleaning and Painting Pedestrian Bridges - 2010**
NYS Thruway	**Cleaning and Painting 4 Bridges on NYS Thruway 2011**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/15

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 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

Coverage By Design
1550 Deer Park Avenue, Ste
Deer Park, NY 11729
Phone (631) 649-7999 Fax (631) 649-9324

CONTACT NAME: Joyce Alessi-Polansky
PHONE (A/C, No, Ext): (631) 649-7999 FAX (A/C, No): (631) 649-9324
E-MAIL ADDRESS: jalessi@coveragebydesign.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	American Empire Surplus Lines Insurance Co	35351
INSURER B :	The Hartford Ins. Co.	19682
INSURER C :	National Union Fire Ins. Co.	19445
INSURER D :	State Fund	
INSURER E :	Scottsdale Ins. Co.	41297
INSURER F :		

INSURED

Nuco Painting Corp.
8 Oval Dr.
Islandia, NY 11749-

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☑ ☐ CLAIMS-MADE ☑ OCCUR ☑ Contractual Liability ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC	Y	Y	14CG0183205	04/14/2014	04/14/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000.00 $ 50,000.00 $ $ 2,000,000.00 $ 4,000,000.00 $ 4,000,000.00
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☑ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☑ NON-OWNED AUTOS			12UENQT3911	06/07/2014	06/07/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
C	☑ UMBRELLA LIAB ☑ OCCUR ☑ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			BE029131639	04/16/2014	04/16/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000.00 $ 5,000,000.00
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			G1349183-2	04/01/2014	04/01/2015	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 100,000.00 $ 100,000.00 $ 500,000.00
E	Excess Liability			NXS0000985	04/16/2014	04/16/2015	Occurence: $3,000,000 Agg: $3,000,000	

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

Contract # HKWD 1402
Hicksville Water District, H2M Group, 538 Broad Hollow Road, Melville, NY 11747 are all included as additional insured in regards to general liability as per written contract or agreement. A waiver of subrogation applies.

CERTIFICATE HOLDER

Hicksville Water District
4 Dean Street
Hicksville, NY 11801

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

Joyce Alessi Polansky

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New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113574695
NUCO PAINTING CORP.
8 OVAL DRIVE
ISLANDIA NY 11749

POLICYHOLDER	CERTIFICATE HOLDER
NUCO PAINTING CORP. 8 OVAL DRIVE ISLANDIA NY 11749	NASSAU COUNTY DPW 1194 PROSPECT AVE. WESTBURY NY 11590-2723

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
G 1349 183-2	614043	04/01/2015 TO 04/01/2016	2/16/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1349 183-2 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 320392007

U-26.3

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

JASON B. JACINTO Being duly sworn, deposes and says: That he resides at 10 JENNA COURT Street, in the City of HOLBROOK, NY that he is the PRESIDENT of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 10th day of FEBRUARY , 2015 .

Ramona DeGeidio

NOTARY RAMONA DEEGIDIO
Notary Public, State of New York
Registration #01DE6301892
Qualified In Queens County
Commission Expires April 28, 2018

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

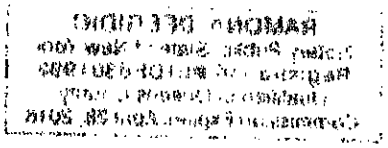
_____
Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary



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NOTICE OF AWARD

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