



Nassau County

Department of Public Works

**B08-17****B-8-17****Staff Summary**

Subject Emergency Contract -- Water Main Replacement <b>Nassau County Correctional Facility</b>
Department <b>Public Works</b>
Department Head Name <b>Shila Shah-Gavoudias</b>
Department Head Signature <i>Shila Shah-Gavoudias</i>
Project Manager Name: Scott Urban Phone Number: <b>1-6967</b>

Date: 3/21/17
Vendor Name: Bancker Construction Corp.
Contract Number S51037-06G
Personal Services _____ Blanket Res _____ Calendar _____
Bid _____ Rules Comm. _____
Contract Manager Name: Michael S. Beyer Phone Number: (631) 582-8880

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
<i>12/3/22</i>	Dept. Head		Counsel to C.E.
<i>MMV 3/22</i>	Budget	<i>3/23/22</i>	County Atty.
	Deputy C.E.		County Exec.

**Narrative****Purpose:** Emergency repair & replacement of water mains at Nassau County Correctional Facility

**Discussion:** The lack of a redundant water service to the Nassau County Correctional Facility and three (3) water main breaks in the existing service have created significant impacts at the NCCF. Loss of water service to the facility in excess of 12 hours on all three occasions has left the facility without bathroom facilities, sinks or showers and has prevented the facility to be able to cook or launder and prompted the last minute cancellation of visitation. This contract will both provide a secondary service and replace the older failing surface.

**Impact on Funding:** Cap Proj 51037 (\$582,590.00) will be utilized to fund this work.

**Recommendation:** Approve as submitted

2017 MAR 29 P 12:29

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE



**COUNTY OF NASSAU**

**Edward Mangano, County Executive**

**Theodore Roosevelt Executive and Legislative Office Building  
1550 Franklin Avenue  
Mineola, NY 11501**

**EMERGENCY DECLARATION AND PURCHASE**

**WHEREAS**, the Commissioner of Public Works, Department of Public Works (the "Department") for the County of Nassau, New York has recommended that, due to the reoccurring failures of the water main system at the Nassau County Correctional Facility, there exists a dangerous condition that necessitates an immediate purchase in the open market of the necessary construction contracts and materials to replace the aging infrastructure and to provide a secondary redundant water feed to the Facility applicable to the Department to remediate the condition, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

**NOW THEREFORE**, I, Edward P. Mangano, County Executive of the County of Nassau, do hereby declare that the reoccurring failures of the water main system, as more particularly described above, constitutes an emergency under Section 2206 of the Nassau County Charter that necessitates dispensing with the requirements for public notice and the taking of bids and requires an immediate purchase in the open market of the necessary construction contracts and materials applicable to the Department to the extent necessary to remediate the emergency.

Dated as of: February 22, 2017

*ED* EDWARD P. MANGANO, COUNTY EXECUTIVE



# Nassau County Interim Finance Authority

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

1. Vendor: Bancker Construction Corp

2. Dollar amount requiring NIFA approval: \$ 582,590.00

Amount to be encumbered: \$ 582,590.00

1/6 3/22

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: one year

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 Emergency Contract will utilize CAP PROJ 51037 (\$582,590.00) for the installation and replacement of potable water mains at the Nassau County Correctional Center.

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 Roseann Diller Title \_\_\_\_\_ Date 3/22/17

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: Bancker Construction Corp

CONTRACTOR ADDRESS: 218 Blydenburgh Road, PO Box 970  
Islandia, NY 11749

FEDERAL TAX ID #: 11-1876887

**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 Nassau County's e-procure site and on the NCDPW website on 2/24/17. The sealed bids were publicly opened on March 16, 2017. 2 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.

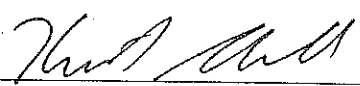
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

3/22/17  
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.



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?

Nassau County Republican Committee

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: March 21, 2017

Vendor: Barckley Construction Corp.

Signed:

Print Name: Michael S. Beyer

Title: President



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:

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

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.

None

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 committees?

None

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.

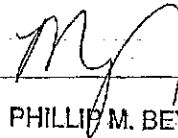
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 3/14/17

Signed:



Print Name:

PHILLIP M. BEYER

Title:

EXEC. VICE PRESIDENT

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.

Principal Name Charles Madsen  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 218 Blydenburgh Road  
City/state/zip Islandia, NY 11749  
Telephone 631-582-0920  
Other present address(es)  
City/state/zip  
Telephone

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.
  - 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.

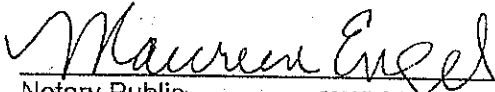
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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, Charles Madsen, 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 2017



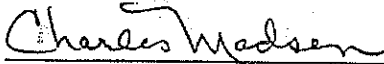
Notary Public

**MAUREEN ENGEL**  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

Baltray Enterprises, Inc. dba Bancker Electric  
Name of submitting business

Charles Madsen

Print name



Signature

President

Title

3 / 28 / 2017

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 MICHAEL S. BEYER  
Date of birth [REDACTED]  
[REDACTED]  
City/state/zip [REDACTED]  
Business address 218 Blydenburgh Road  
Istancia, NY 11748  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached [REDACTED]
2. Positions held in submitting business and starting date of each (check all applicable)  
President 2/10/14 Treasurer 2/10/14  
Chairman of Board 1/1/ Shareholder 11/9/92  
Chief Exec. Officer 1/1/ Secretary 1/1/2198  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 7/30/97 1/1/  
(Other) [REDACTED]
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. Owner / Shareholder
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.  
BALTRAY ENTERPRISES, INC dba BANKER ELECTRIC

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. **SEE ATTACHED** CCA-2 FORM

**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.

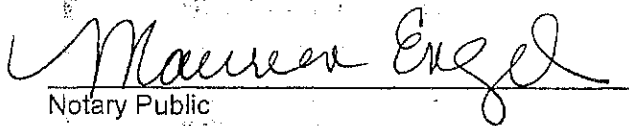
- e). In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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, MICHAEL S. BEYER, 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 23 day of March 2017

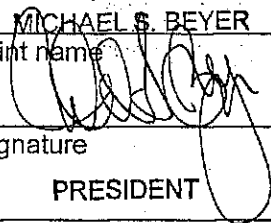
  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

BANCKER CONSTRUCTION CORP

Name of submitting business

MICHAEL S. BEYER  
Print name

  
Signature

PRESIDENT

Title

3, 23, 17  
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 STEPHEN M. BEYER  
Date of birth [REDACTED]  
[REDACTED]  
Business address 218 Blydenburgh Road  
Islandia, NY 11749  
City/state/zip \_\_\_\_\_  
Telephone [REDACTED]  
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 1/2/98 Treasurer 1/2/98  
Chairman of Board 1/1/ Shareholder 1/1/  
Chief Exec. Officer 2/16/14 Secretary 12/12/86  
Chief Financial Officer 1/1/ Partner 1/1/  
Vice President 12/16/73 1/1/  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES     NO 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? 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.

BALTRAY ENTERPRISES, INC

dba BANCKER ELECTRIC

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.

**SEE ATTACHED**

CCA-2 FORM

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.

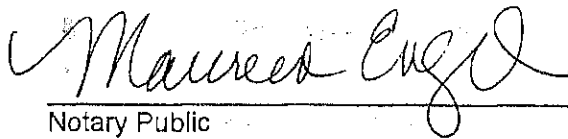
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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, STEPHEN M. BEYER, 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 23 day of March 2017

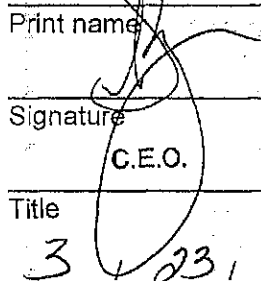
  
\_\_\_\_\_  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

BANCKER CONSTRUCTION CORP

\_\_\_\_\_  
Name of submitting business

STEPHEN M. BEYER  
\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

C.E.O.  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

3 23 17  
\_\_\_\_\_  
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 PHILLIP M. BEYER  
Date of birth [REDACTED]  
[REDACTED]  
City/state/zip [REDACTED]  
Business address 218 Blydenburgh Road  
Islandia, NY 11749  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 1/1/11 Treasurer 1/1/11  
Chairman of Board 1/1/11 Shareholder 12/01/11  
Chief Exec. Officer 1/1/11 Secretary 2/16/14  
Chief Financial Officer 1/1/11 Partner 1/1/11  
Vice President 11/30/09 1/1/11  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. Owner / Shareholder
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.

BALTRAY ENTERPRISES, INC

dba BANCKER ELECTRIC

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.

**SEE ATTACHED** CCA-2 FORM

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.

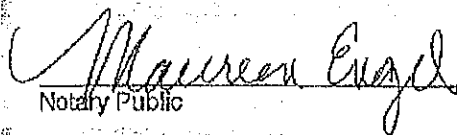
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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, PHILLIP M. BEYER, 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 14 day of March 2017

  
Notary Public

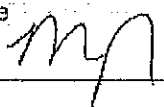
MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942637  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

BANCKER CONSTRUCTION CORP

Name of submitting business

PHILLIP M. BEYER

Print name

  
Signature

EXEC. VICE PRESIDENT

Title

3 / 14 / 17  
Date

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
Legal Business Name* Baltray Enterprises, Inc. dba Bancker Electric			EIN (Enter 9 digits, without hyphen) 112388666	
Address of the Principal Place of Business 218 Blydenburgh Road Islandia, NY 11749			New York State Vendor Identification Number 1100037599	
			Telephone (631) 582-0920 ext.	Fax (631) 582-3698
E-mail mbeyer@bancker.com		Website www.bancker.com		
Authorized Contact for this Questionnaire				
Name Michael S. Beyer			Telephone (631) 582-0920 ext.	Fax (631) 582-3698
Title Secretary			Email mbeyer@bancker.com	
Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status
DBA	Bancker Electric	112388666	New York	Active

I. BUSINESS CHARACTERISTICS		
1.0 Business Entity Type – Check appropriate box and provide additional information:		
a) <input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation	4/28/1976
b) <input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration	
d) <input type="checkbox"/> Limited Partnership	Date Established	
e) <input type="checkbox"/> General Partnership	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?	

\* All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: THESE TERMS MAY NOT HAVE THEIR ORDINARY, COMMON OR TRADITIONAL MEANINGS. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. BY SUBMITTING THIS QUESTIONNAIRE, THE VENDOR AGREES TO BE BOUND BY THE TERMS AS DEFINED IN THE "NEW YORK STATE VENDOR RESPONSIBILITY DEFINITIONS LIST" as it existed at the time of certification.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>I. BUSINESS CHARACTERISTICS</b>			
g) <input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		
1.2 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? (Select "N/A" if <u>Principal Place of Business</u> is in New York State.)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures:</u> Provide information for all firms involved. (Attach additional pages if necessary.)			
Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
Charles Madsen	President		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Stephen M. Beyer	Treasurer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	Secretary		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	Vice President		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
SEE ATTACHED LIST		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> <u>Joint Ventures</u> within the past three (3) years? Attach additional pages if necessary.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## III. CONTRACT HISTORY

3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment\\_a.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_a.doc) if less than ten, include most recent subcontracts on projects up to that number.

3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment\\_b.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_b.doc).

## IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☒ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☒ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the Business Entity to enter into a formal monitoring agreement in connection with any government contract? ☐ Yes ☒ No

5.2 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**VI. CERTIFICATIONS/LICENSES**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |     |  |   |
|-----|--|---|
| 6.0 | Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6.1 | Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**VII. LEGAL PROCEEDINGS**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |     |  |  |
|-----|--|--|
| 7.0 | Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 7.1 | Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.2 | Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 7.3 | Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 7.4 | Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 7.5 | Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| 7.6 | Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:<br><ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**VIII. LEADERSHIP INTEGRITY**

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:*

8.0 A sanction imposed relative to any business or professional permit and/or license? ☐ Yes ☒ No  
☐ N/A

8.1 A criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? ☐ Yes ☒ No  
☐ N/A

8.2 Misdemeanor or felony charge, indictment or conviction for:  
(i.) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or  
(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny ☐ Yes ☒ No  
☐ N/A

8.3 A debarment from any government contracting process? ☐ Yes ☒ No  
☐ N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☒ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year ) 2016  
Gross Sale

2nd Year (Indicate year ) 2015  
Gross Sale

3rd Year (Indicate year ) 2014  
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:

(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year ) 2016  
Amount

2nd Year (Indicate year ) 2015  
Amount

3rd Year (Indicate year ) 2014  
Amount

9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment\\_c.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_c.xls).

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☒ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

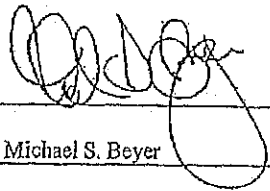
**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer



Printed Name of Signatory

Michael S. Beyer

Title

Secretary

Name of Business

Baltray Enterprises, Inc. dba Bancker Electric

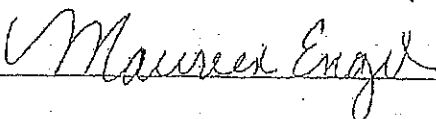
Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 19 day of January, 2017



Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4842537  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2018

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises Inc. d/b/a Bancker Electric

NYS Vendor ID: 1100037599

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner South Farmingdale Water District Contract No.	Prime or Sub Prime	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Award Date 6/2015	Amount	Date Completed 12/2016	EIN of JV, if applicable N/A
Contract Person								
2.	Agency/Owner Pinnacle Rock Facility Solutions Contract No.	Prime or Sub Prime	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Award Date 10/26/16	Amount	Date Completed 11/2016	EIN of JV, if applicable N/A
Contract Person								
3.	Agency/Owner Suez Water Long Island Contract No.	Prime or Sub Prime	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Award Date 4/2016	Amount	Date Completed 11/12/16	EIN of JV, if applicable N/A
Contract Person								
4.	Agency/Owner Babylon Union Free School District Contract No.	Prime or Sub Prime	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Award Date 06/2016	Amount	Date Completed 12/2016	EIN of JV, if applicable N/A
Contract Person								
5.	Agency/Owner City of Long Beach Contract No.	Prime or Sub Prime	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Award Date 01/2015	Amount	Date Completed 10/2016	EIN of JV, if applicable N/A
Contract Person								

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Balfour Enterprises Inc. d/b/a Bancker Electric

NYS Vendor ID: 1100037599

Question 3-0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner MindSHIFT Technologies, Inc.	Prime or Sub Prime	Telephone No.	Designer Architect and/or Design Engineer	Award Date 11/2015	Amount	Date Completed 05/2016
	Contract No.		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A
7.	Agency/Owner South Country Central School District	Prime or Sub Prime	Telephone No.	Designer Architect and/or Design Engineer	Award Date 02/2016	Amount	Date Completed 04/2016
	Contract No.		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A
8.	Agency/Owner Carle Place Water District	Prime or Sub Prime	Telephone No.	Designer Architect and/or Design Engineer	Award Date 02/2016	Amount	Date Completed
	Contract No.		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A
9.	Agency/Owner Incorporated Village of Patchogue (C.D.A.)	Prime or Sub Prime	Telephone No.	Designer Architect and/or Design Engineer	Award Date 11/2015	Amount	Date Completed 03/2016
	Contract No.		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A
10.	Agency/Owner Three Village Central School District	Prime or Sub Prime	Telephone No.	Designer Architect and/or Design Engineer	Award Date 04/2015	Amount	Date Completed 01/2016
	Contract No.		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A
	Prime or Sub Subcontractor		Joint Venture (JV) Name, if applicable N/A				EIN of JV, if applicable N/A

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises, Inc., d/b/a Bancker Electric

NYS Vendor ID: 1100037599

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Bedpage Water District	Telephone No.	Award Date 01/2014	Completion Date 02/2016
	Contract No.	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A	
	Prime or Sub Subcontractor	Total Contract Amount	Amount Sublet to others	Uncompleted Amount
2.	Agency/Owner Central Islip Union Free School District	Telephone No.	Award Date 11/2016	Completion Date 02/2016
	Contract Person	Designer Architect and/or Design Engineer Tetra-Tech Architects & Engineers		
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable N/A	
	Prime or Sub PRIME	Total Contract Amount	Amount Sublet to others	Uncompleted Amount
3.	Agency/Owner Great Neck Water Pollution Control District	Telephone No.	Award Date 12/2016	Completion Date 12/2017
	Contract Person	Designer Architect and/or Design Engineer		
	Contract No.	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A	
	Prime or Sub PRIME	Total Contract Amount	Amount Sublet to others	Uncompleted Amount
4.	Agency/Owner SUEZ Water Long Island	Telephone No.	Award Date 04/2016	Completion Date 04/2018
	Contract Person	Designer Architect and/or Design Engineer		
	Contract No.	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A	
	Prime or Sub PRIME	Total Contract Amount	Amount Sublet to others	Uncompleted Amount

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises, Inc., d/b/a Bancker Electric

NYS Vendor ID: 1100037599

## Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner PSEG Long Island	Contract No.	Telephone No.	Award Date 08/2016	Completion Date 03/2017
	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Amount Subject to others	EIN of JV, if applicable N/A	Incompleted Amount
	Total Contract Amount				
6.	Agency/Owner PSEG Long Island	Contract No.	Telephone No.	Award Date 08/2016	Completion Date 04/2017
	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Designer Architect and /or Design Engineer Owner	EIN of JV, if applicable N/A	Incompleted Amount
	Total Contract Amount				
7.	Agency/Owner Town of Hempstead Water Department	Contract No.	Telephone No.	Award Date 01/2017	Completion Date 10/2017
	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Designer Architect and /or Design Engineer	EIN of JV, if applicable N/A	Incompleted Amount
	Total Contract Amount				
8.	Agency/Owner City of Long Beach -	Contract No.	Telephone No.	Award Date 06/2015	Completion Date 02/2017
	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Designer Architect and /or Design Engineer	EIN of JV, if applicable N/A	Incompleted Amount
	Total Contract Amount				

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises, Inc., d/b/a Bancker Electric

NYS Vendor ID: 1100037599

## Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Village of Lawrence				Award Date 11/2016	Completion Date 02/2017
	Contact Person	Telephone No.	Designer Architect and/or Design Engineer			
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
			Total Contract Amount	Amount Sublet to others	Incomplete Amount	
10.	Agency/Owner New York Institute of Technology (NYIT)				Award Date 02/2017	Completion Date TBD
	Contact Person	Telephone No.	Designer Architect and/or Design Engineer Owner			
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A			EIN of JV, if applicable N/A
			Total Contract Amount	Amount Sublet to others	Incomplete Amount	
Grand Total All Uncompleted Contracts						

### 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: 3/14/17

1) Proposer's Legal Name: BANKER CONSTRUCTION CORP

2) Address of Place of Business: 218 Blydenburgh Road  
Islandia, NY 11749

List all other business addresses used within last five years:

None

3) Mailing Address (if different): \_\_\_\_\_

Phone: (631) 582-8880

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: 002411601

5) Federal I.D. Number: 11-1876887

6) The proposer is a (check one): Corporation Sole Proprietorship Partnership 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. An affiliate, Bancker Electric
- 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 conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should a potential conflict of interest arise, we will contact the County and be guided accordingly

- 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.

**SEE ATTACHED**

CCA-2 FORM

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

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, PHILLIP M. BEYER, 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 14 day of March 2017

Maureen Engel  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2018

Name of submitting business: BANCKER CONSTRUCTION CORP

By: PHILLIP M. BEYER  
Print name  
MP  
Signature  
EXEC. VICE PRESIDENT  
Title

3, 14, 17  
Date



**BANKER CONSTRUCTION CORP.**

**Nassau County DPW  
Attachments to Business History Form**

A. See Attached CCA-2 Form as well as Key Personnel List

i) Formed: 11/25/1958

ii) Persons having financial interest in the company:

iii) Officers:

Stephen M. Beyer CEO

Michael S. Beyer President/Treasurer

Phillip M. Beyer Exec. Vice President/  
Secretary

iv) State of Incorporation: New York

v) Number of employees in firm: Approximately 200

vi) Annual revenue of firm

vii) Summary of relevant accomplishments: over 58 years experience

viii) State and local licenses - N/A

B. Number of years in business: 58 Years

C. Previous successful bidder for Nassau County project, and current contractor

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name</u> Bancker Construction Corp.		<u>EIN</u> 111876887		
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) 218 Blydenburgh Road Islandia, NY 11749		<u>New York State Vendor Identification Number</u> 1000056421		
		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
		<u>Website</u> www.bancker.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Stephen M. Beyer		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
<u>Title</u> Chief Executive Officer		<u>Email</u> sbeyer@bancker.com		
<u>Additional Business Entity Identities:</u> If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>State or County where filed</u>	<u>Status</u>

<b>I. BUSINESS CHARACTERISTICS</b>		
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:		
a) <input checked="" type="checkbox"/> <u>Corporation</u> (including PC)	Date of Incorporation 11/25/1958	
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> <u>Other</u>	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:		
<input type="checkbox"/> <u>United States</u>	<u>State</u>	
<input type="checkbox"/> <u>Other</u>	<u>Country</u>	

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>I BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? (Select "N/A" if <u>Principal Place of Business</u> is in New York State.)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or New York State Small Business, or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. (Attach additional pages if necessary.) <u>Joint Ventures</u> : Provide information for all firms involved.			
Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
Stephen M. Beyer	Chief Executive Officer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	President & Treasurer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	Exec Vice President & Secretary		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
SEE ATTACHED LIST		
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?

☒ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendor/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendor/documents/questionnaire/ac3294s.doc).

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts?

☒ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendor/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendor/documents/questionnaire/ac3295s.doc).

Note: Ongoing projects must be included.

### IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?

☐ Yes ☒ No

4.1 Been subject to a denial or revocation of a government prequalification?

☐ Yes ☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes ☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes ☒ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?

☐ Yes ☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

☐ Yes ☒ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?

☐ Yes ☒ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?

☐ Yes ☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?

☐ Yes ☒ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?

☐ Yes ☒ No

5.3 Had its surety called upon to complete any contract whether government or private sector?

☐ Yes ☒ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?

☐ Yes ☒ No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY - CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| 6.0 Had a revocation or suspension of any business or professional permit and/or license?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| 7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.1 Been the subject of:   |   |
| (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- 7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:
- Federal, state or local health laws, rules or regulations;
  - Federal, state or local environmental laws, rules or regulations;
  - Unemployment insurance or workers compensation coverage or claim requirements;
  - Any labor law or regulation, which was deemed willful;
  - Employee Retirement Income Security Act (ERISA);
  - Federal, state or local human rights laws;
  - Federal, state or local security laws?

☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity, been:*

- 8.0 Sanctioned relative to any business or professional permit and/or license? ☐ Yes ☒ No  
☐ N/A
- 8.1 Suspended, debarred or disqualified from any government contracting process? ☐ Yes ☒ No  
☐ N/A
- 8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? ☐ Yes ☒ No  
☐ N/A
- 8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
- (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
  - (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny

☐ Yes ☒ No  
☐ N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

## **IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) ☐ Yes ☒ No

*If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.*

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☒ No

*If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.*

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year ) 2015  
Gross Sales

2nd Year (Indicate year ) 2014  
Gross Sale

3rd Year (Indicate year ) 2013  
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:  
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year ) 2015  
Amount

2nd Year (Indicate year ) 2014  
Amount

3rd Year (Indicate year ) 2013  
Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls).  
(This information must be attached.)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☒ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

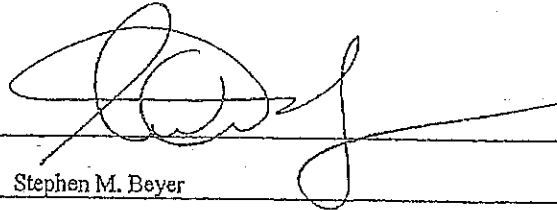
**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official



Printed Name of Signatory

Stephen M. Beyer

Title

Chief Executive Officer

Name of Business

Bancker Construction Corp.

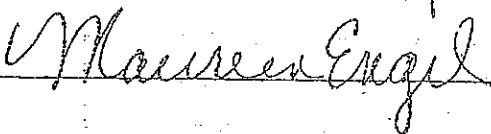
Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 15 day of April, 2016



Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner Inc. Village of Freeport - Contract No.	Telephone No.	Design Architect and /or Design Engineer Village of Freeport Engineering Department	Award Date 2/3/2015	Date Completed 1/4/2016
	Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
2.	Agency/Owner Cinulta Construction Corp. Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 5/1/2014	Date Completed 1/4/2016
	Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
3.	Agency/Owner W.A. Chester, LLC - Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 2/1/2015	Date Completed 1/5
	Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
4.	Agency/Owner Skanska USA Civil Northeast, Inc. Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 1/1/2015	Date Completed 1/1/2016
	Prime or Sub Sub		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
5.	Agency/Owner National Grid - Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 7/7/2014	Date Completed 11/1/2015
	Prime or Sub Prime		Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: BANCER CONSTRUCTION CORP.

NYS Vendor ID: 1000056421

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.

6.	Agency/Owner ExxonMobil	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 2/1/2015	Amount	Date Completed 11/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
7.	Agency/Owner PSEG - Concrete & Piles	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 10/1/2014	Amount	Date Completed 5/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
8.	Agency/Owner Water Authority of Great Neck North	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 11/1/2014	Amount	Date Completed 7/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
9.	Agency/Owner Roslyn Water District	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 1/1/2014	Amount	Date Completed 7/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
10.	Agency/Owner National Grid -	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 9/1/2014	Amount	Date Completed 5/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
	N/A						

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.1: List all current uncompleted construction contracts:

1.		Agency/Owner Verizon	Contract No.	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 6/1/2011	Completion Date 7/1/2016
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
2.		Agency/Owner New York American Water	Contract Person	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 1/1/2012	Completion Date 1/1/2017
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
3.		Agency/Owner Ruthra & Sons Construction Co., Inc.	Contract No.	Prime or Sub Sub	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/25/2015	Completion Date 10/1/2015
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
4.		Agency/Owner PSEG	Contract Person etc	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 2/1/2015	Completion Date 4/30/2015
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Inc. Village of Garden City Contract Person	Telephone No.	Designer Architect and/or Design Engineer Owner	Award Date 11/1/2015	Completion Date 7/1/2016
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
6.	Agency/Owner Lead Lease (US) Construction LMB, Inc. Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 6/1/2015	Completion Date 5/1/2016
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
7.	Agency/Owner Turner Construction Company Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 10/14/2015	Completion Date 4/1/2017
	Contract No. C0000?	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
8.	Agency/Owner T.A. Ahern Contractors Corp. Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 1/30/2015	Completion Date 4/1/2016
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner: Nassau County Dept. of Public Works	Contract No.	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 10/1/2016
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
10.	Agency/Owner: Village of Saltaire	Contract No.	Prime or Sub Prime	Telephone No.	Design Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 6/1/2016
				Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
Grand Total All Uncompleted Contracts							



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



COUNTY OF NASSAU  
Edward Mangano, County Executive  
Theodore Roosevelt Executive and Legislative Office Building  
1550 Franklin Avenue  
Mineola, NY 11501

### EMERGENCY DECLARATION AND PURCHASE

WHEREAS, the Commissioner of Public Works, Department of Public Works (the "Department") for the County of Nassau, New York has recommended that, due to the reoccurring failures of the water main system at the Nassau County Correctional Facility, there exists a dangerous condition that necessitates an immediate purchase in the open market of the necessary construction contracts and materials to replace the aging infrastructure and to provide a secondary redundant water feed to the Facility applicable to the Department to remediate the condition, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

NOW THEREFORE, I, Edward P. Mangano, County Executive of the County of Nassau, do hereby declare that the reoccurring failures of the water main system, as more particularly described above, constitutes an emergency under Section 2206 of the Nassau County Charter that necessitates dispensing with the requirements for public notice and the taking of bids and requires an immediate purchase in the open market of the necessary construction contracts and materials applicable to the Department to the extent necessary to remediate the emergency.

Dated as of: February 22, 2017

A handwritten signature in dark ink, appearing to read "E. Mangano", is written over a horizontal line.

EDWARD P. MANGANO, COUNTY EXECUTIVE

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BANKER CONSTRUCTION CORP  
Address: 218 Blydenburgh Road  
Islandia, NY 11749  
City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11-1876887

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):

STEPHEN M. BEYER	C.E.O.
MICHAEL S. BEYER	PRESIDENT / TREASURER
PHILLIP M. BEYER	EXEC. VICE PRESIDENT / SECRETARY

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.

MICHAEL S. BEYER	PRESIDENT / TREASURER
PHILLIP M. BEYER	EXEC. VICE PRESIDENT / SECRETARY

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.

BALTRAY ENTERPRISES, INC dba BANCKER ELECTRIC

Bancker Environmental LLC

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):

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: March 14, 2017 Signed: MP

Print Name: PHILIP M. BEYER

Title: EXEC. VICE 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.

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BALTRAY ENTERPRISES, INC dba BANCKER ELECTRIC

Address: 218 Blydenburgh Road  
Islandia, NY 11749

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11-2388666

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):

CHARLES MADSEN PRESIDENT

STEPHEN M. BEYER TREASURER

MICHAEL S. BEYER SECRETARY

PHILLIP M. BEYER EXEC. VICE PRESIDENT

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.

Same as # 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.

BANKER CONSTRUCTION CORP -

Banker Environmental LLC -

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

Page 3 of 4

(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: March 14, 2017

Signed: 

Print Name: PHILLIP M. BEYER

Title: EXEC. VICE PRESIDENT

Page 4 of 4:

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 but 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 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. S51037-066

Contractor's Name and Address BANKER CONSTRUCTION CORP 218 Blydenburgh Road Islandia, NY 11749	Project Description (Project Title, Facility Name and Address): Emergency Contract - Water Main Replacement - Nassau Correctional Center	Bid Date: 3/14/17	Total Contract Amt:
---	---	----------------------	---------------------

Federal ID No.: 11-1876887

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting  
☐ 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 [ ] slip to bottom of form, and sign it as required.

Check (✓) only one.				General Description of Work	Subcontractor's Contract Amt.
Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	dba BANKER ELECTRIC	Electrical wiring	\$ 7,500.-
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Subcontractor's Name, Address and Federal ID No.  
BALIRAY ENTERPRISES, INC  
218 Blydenburgh Road  
Islandia, NY 11749  
Federal ID No. 11-2388666

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: mf Title: EXEC. VICE PRESIDENT Date: 3/14/17

B08-17

RULES RESOLUTION NO. -2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND  
EXECUTE AN EMERGENCY CONTRACT BETWEEN THE COUNTY OF NASSAU  
ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC  
WORKS AND  
BANCKER CONSTRUCTION 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 EMERGENCY contract S51037-06G, for WATER MAIN REPLACEMENT-NASSAU COUNTY CORRECTIONAL CENTER, 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 BANCKER CONSTRUCTION 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 \$ 582,590, 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.

## REQUEST TO INITIATE

RTI Number \_\_\_\_\_

## 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: Emergency Contract - Water Main Replacement, Nassau County Correctional Center

Department: Public Works Project Manager: S. Urban

Date: March 21, 2017

Service Requested: Installation of a redundant water service and replacement of existing water main.

Justification: Several water main breaks at facility have left the facility without water service for extended periods of time while repairs were being made. The installation of a redundant service will assure that the facility maintains water service even if one of the lines fail. The existing main has failed three (3) times in the past 18 months and because of the age additional breaks can be expected. Replacement of this main is overdue.

Requested by: DPW

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$582,590.00  
 Circle appropriate phase

Total Project Cost: \$582,590.00  
 Includes, design, construction and CM.

Date Start Work: ASAP  
 Phase being requested

Duration: 3 months  
 Phase being requested

Capital Funding Approval: YES ☐ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project): 51037  
 See Attached Sheet if multiyear ☐

NIFS Entered: \_\_\_\_\_  
 SIGNATURE DATE

AIM Entered: \_\_\_\_\_  
 SIGNATURE DATE

Funding Code: \_\_\_\_\_  
 use this on all encumbrances

Timesheet Code: \_\_\_\_\_  
 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 <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	

DCE/Ops Approval:  
 January 2014

YES NO

Signature \_\_\_\_\_ Version \_\_\_\_\_

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: March 21, 2017


SUBJECT: RECOMMENDATION OF AWARD

Contract No: S51037-06G

Title: EMERGENCY CONTRACT – WATER MAIN REPLACEMENT – NASSAU  
COUNTY CORRECTIONAL CENTER

Bids received on: March 16, 2017

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **Bancker Construction Corp.**, as the lowest responsible bidder with a total bid amount of \$ **582,590.00**. 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



**Dionisio, Loretta V**

**From:** Urban, Scott  
**Sent:** Thursday, March 16, 2017 4:09 PM  
**To:** Dionisio, Loretta V  
**Cc:** Shah-Gavnoudias, Shila; Arnold, Kenneth; Millet, Richard; Houdek, Jane M  
**Subject:** FW: Emergency Contract S51037-06G

**From:** Michael S. Beyer [mailto:MBeyer@Bancker.com]  
**Sent:** Thursday, March 16, 2017 3:37 PM  
**To:** Urban, Scott <surban@nassaucountyny.gov>  
**Subject:** RE: Emergency Contract S51037-06G

Item 510 for 100,000.00 was its own line item and is NOT included in items 500 or 501.

Any questions please give me a call at your convenience.

Michael

**From:** Urban, Scott [mailto:surban@nassaucountyny.gov]  
**Sent:** Thursday, March 16, 2017 3:30 PM  
**To:** merrickutility@optonline.net; Michael S. Beyer <MBeyer@Bancker.com>  
**Cc:** Shah-Gavnoudias, Shila <sshahgavnoudias@nassaucountyny.gov>; Millet, Richard <rmillet@nassaucountyny.gov>; Arnold, Kenneth <karnold@nassaucountyny.gov>; Houdek, Jane M <jhoudek@nassaucountyny.gov>; Dionisio, Loretta V <ldionisio@nassaucountyny.gov>  
**Subject:** Emergency Contract S51037-06G

Dear Mr. DiOrio and Mr. Beyer,

In regard to the above referenced contract this e-mail is submitted for a point of clarification.

Please respond and indicate if Item 510, Allowance, IS or IS NOT included in the price bid for Task 1 and/or Task 2.

Your anticipated cooperation in this matter is appreciated.

Sincerely,

Scott Urban

Scott W. Urban  
Superintendent of Storm Water Basins  
Permits Unit – D.P.W.  
516-571-6840

1194 Prospect Avenue  
Westbury, New York 11590

Nassau DPW B.I.D.S - Summary of Bid Opening

S51037-06G - General Contracting

NC DPW EMERGENCY CONTRACT - Water Main Replacement-NC Correctional Center

3/17/2017

Bid Opening: 3/16/2017

Engineer: Scott Urban Phone: (516) 571-6967

Contractor	Address	Payment	TOTAL				DEDUCT	DEDUCT	ALT 1	ALT 2	\$0.00	\$0.00	\$0.00
			TASK 1	TASK 2	TOTAL	DEDUCT	DEDUCT	ALT 1	ALT 2	ALT 2			
Bancker Construction	218 Blydenburgh Road Islandia, NY 11749		\$323,810.00	\$358,780.00	\$358,780.00	(\$12,500.00)	(\$1,950.00)				\$0.00	\$0.00	\$0.00
Merrick Utility Associates, Inc.	91 Marine Street Farmingdale, NY 11735		\$351,590.00	\$451,600.00	\$451,600.00	(\$2,500.00)	(\$2,000.00)				\$0.00	\$0.00	\$0.00

The preceding is a list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Scott Urban, Superintendent of Storm Water Basins

**FROM:** Office of the Commissioner


**DATE:** March 21, 2017

**SUBJECT:** CSEA Sub-Contracting Approval  
C17-036 – S51037-06G – Emergency Contract – Water Main Replacement  
Nassau County Correctional Center

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as C17-036.

Please prepare the necessary documentation to proceed with your work. . Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions please speak with Jonathan Lesman.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:las

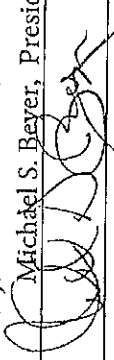
C William Nimmo, Deputy Commissioner  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II



# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

### Part 1- General Information:

Consultant/Contractor Name:	Bancker Construction Corp.
Address (street/city/state/zip code):	218 Blydenburgh Road, Islandia, NY 11749
Authorized Representative (name/title):	Michael S. Beyer, President
Authorized Signature:	
Contract Number:	S51037-06G
Contract/Project Name:	Emergency Contract Water Main Replacement Nassau County Correctional Center
Contract/Project Description:	Water Main Replacement

### Part 2- Projected MBE/WBE Contract Summary:

	Amount (\$)	Percentage (%)
Total Dollar Value of the Prime Contract	\$582,590.00	
Total MBE Dollar Amount		MBE Contract Percentage
Total WBE Dollar Amount		WBE Contract Percentage
Total Combined M/WBE Dollar Amount	Good Faith/Best Effort	Combined M/WBE Contract Percentage

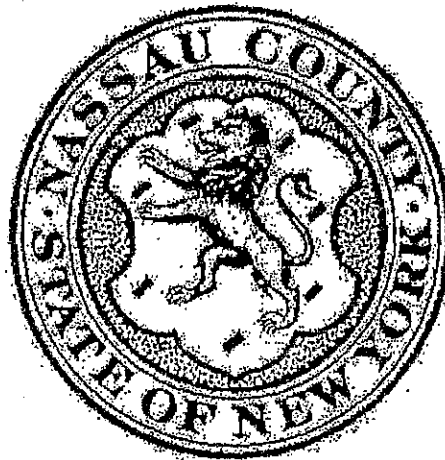
**Part 3- MBE Information (use additional blank sheets as necessary):**

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount (\$) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: 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:
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: Metrofab Address: 15 Fairchild Court City: Plainview State/Zip Code: NY 11803 Authorized Representative: Frank Giordano Telephone No. 516-349-7373	Water Main Materials	Amount (\$): TBD Award Date: TBD	Start Date: Completion Date:
Name: Double AA Trucking Address: 244 Tahlulah Lane City: West Islip State/Zip Code: NY 11795 Authorized Representative: Tom Telephone No. 631-321-6094	Materials & Trucking	Amount (\$): TBD Award Date: TBD	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount (\$): Award Date:	Start Date: Completion Date:

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
WESTBURY, NEW YORK



EMERGENCY CONTRACT  
WATER MAIN REPLACEMENT  
NASSAU COUNTY CORRECTIONAL CENTER

NASSAU COUNTY, NEW YORK

CONTRACT NO. S51037-06G

Edward P. Mangano  
County Executive



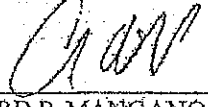
COUNTY OF NASSAU  
Edward Mangano, County Executive  
Theodore Roosevelt Executive and Legislative Office Building  
1550 Franklin Avenue  
Mineola, NY 11501

### EMERGENCY DECLARATION AND PURCHASE

WHEREAS, the Commissioner of Public Works, Department of Public Works (the "Department") for the County of Nassau, New York has recommended that, due to the reoccurring failures of the water main system at the Nassau County Correctional Facility, there exists a dangerous condition that necessitates an immediate purchase in the open market of the necessary construction contracts and materials to replace the aging infrastructure and to provide a secondary redundant water feed to the Facility applicable to the Department to remediate the condition, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

NOW THEREFORE, I, Edward P. Mangano, County Executive of the County of Nassau, do hereby declare that the reoccurring failures of the water main system, as more particularly described above, constitutes an emergency under Section 2206 of the Nassau County Charter that necessitates dispensing with the requirements for public notice and the taking of bids and requires an immediate purchase in the open market of the necessary construction contracts and materials applicable to the Department to the extent necessary to remediate the emergency.

Dated as of: February 22, 2017

  
EDWARD P. MANGANO, COUNTY EXECUTIVE

NO TEXT ON THIS PAGE

NO TEXT ON THIS PAGE

EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAYNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590 - 2723

March 13, 2017

RE: EMERGENCY CONTRACT  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

ADDENDUM No. 4

To all prospective Bidders:

1. As per the attached SUPPLEMENTAL NOTICE TO BIDDERS # 2, the date for receipt of bids has been extended to 3/16/2017,

Sealed Proposals, invited by the County of Nassau, will be received by the Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, on March 16, 2017 until 2:00 PM, and the contract awarded as soon thereafter as practicable.

All other terms and conditions of this portion of the Contract documents shall remain un-amended.

- END ADDENDUM NO. 4 -

Nassau County  
New York

**SUPPLEMENTAL NOTICE TO BIDDERS #2**

Sealed Proposals, invited by the County of Nassau, will be received by the Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, on March 16, 2017 until 2:00 PM, and the contract awarded as soon thereafter as practicable for:

Nassau County  
Department Of Public Works  
**EMERGENCY CONTRACT**  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

Pursuant to the attached the February 22, 2017 Declaration of Emergency, the proposed work calls for the replacement of an existing 12 inch water service to the Nassau County Correctional Facility as well as the installation of a new redundant service to supply water concurrently to the facility.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

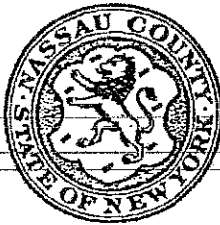
The County will hold a **MANDATORY** job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting. For further information, contact Scott Urban, Project Manager at [SURban@nassaucountyny.gov](mailto:SURban@nassaucountyny.gov).

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Electricians, Carpenter, Operating Engineer, Plumber or any other trade appropriate for the type of work proposed. 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, Proposal, Form of Agreement, and Specifications, herein called the "Contract Documents", may be downloaded from the County solicitation board at no charge starting Monday, February 27, 2017, for all registered users at:  
<https://apps.nassaucountyny.gov/eProc/index.php>

Dated at Mineola, NY  
March 13, 2017

By Order of Edward P. Mangano  
County Executive  
By Michael C. Pulitzer  
Clerk of the Legislature



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590 - 2723

March 6, 2017

RE: **EMERGENCY CONTRACT**  
**Water Main Replacement-NC Correctional Center**  
**Contract No. S51037-06G**

**ADDENDUM No. 3**

Addendum No. 3 consisting of **six (6) pages** and **two (2) Sketches** is hereby made part of the Contract Documents for Contract S51037-06G. Please note the following additions and changes to the Contract Documents; submit bids and be otherwise governed accordingly.

For the convenience of the bidders sketches have been included for overview purposes only. These are preliminary only and do not reflect all components of each task.

To all prospective Bidders:

1. Scope of Work for the Nassau County Correctional Facility water service reinforcement and redundant service installation.  
Substitute in its entirety with **Attachment 01, Sketch 1 and Sketch 2**  
(Page 7 - 9 and 269 - 271)
2. Department of Public Works Nassau County, NY Bid Sheet for Contract: S5103706G  
Substitute in its entirety with **Attachment 02** (Page 37)
3. Item 500 - Task 1: Installation of Various Size Water Mains  
2. Materials and Method  
Substitute in its entirety with **Attachment 03 and Sketch 1** (Page 273)
4. Item 501 - Task 2: Installation of 500' of Water Main  
Substitute in its entirety with **Attachment 04 and Sketch 2** (Page 275)

5. Item 502 - Task 3: Alternate to Installation of 500' of Water Main  
~~Eliminate in its entirety (Page 277)~~
- 
- 

All other terms and conditions of this portion of the Contract documents shall remain un-amended.

- END ADDENDUM NO. 3 -

Attachment 1

Scope of work for the Nassau County Correctional Facility water service reinforcement and redundant service installation

Background: The Nassau County Correctional Facility is located at 100 Carman Avenue, East Meadow New York. Water to the facility is provided by the Town of Hempstead. The existing "E" building on the north end of the campus currently has a single domestic water main that has failed numerous times in the past several years resulting in water outages to the facility for extended periods of time. The intent of this scope of work is to install a secondary or redundant service. The services should be installed in such a fashion that they service the jail concurrently and also have the ability to service the facility individually. In addition, the project will replace the existing 12 inch main to the facility with a six (6) inch main.

The existing water service configuration as indicated on the attached plan is as follows;

The 24 inch water main located on the west side of Carman Avenue in a north to south orientation has a cross connection to a 12 inch main that crosses from west to east into the facility property. The main continues easterly around the electrical substations and continues easterly to an existing cross connection on Clearmeadow Drive. That cross connection is closed via a valve configuration. The Clearmeadow area is serviced by a different district with significantly different water pressures. Along the east to west run east of the electrical substations is a 12 inch tee that feeds the meter pit and Reduced Pressure Zone (RPZ). A six (6) inch service exits the meter pit and runs northward to the building then turns westward where it enters the pump room located in the facility basement in the grass area between the two front door entrances to the building. As a result of several water main breaks over the past 2-3 years the 12 inch main has been replaced from the western edge of the parking area to the electrical substation. Only approximately 45 linear feet in the vicinity of main valve M-300 is original.

Further to the south along Carman Avenue the 24 inch water main has a cross connection to a 10 inch main that has a north south orientation along Carman Avenue. At the northern boundary of the facility property the main has an interconnection with the neighboring Hicksville Water District. That cross connection is closed via a valve configuration. On the north side of the north entrance to the facility the 10 inch main contains two (2) valves that tee to the east into the facility. The valves are indicated on the attached map as main valve M-192 and M-850. The map indicates the line (believed to be 6 inch) associated with valve M-192 feeds the facility fire loop. It is believed that the line associated with main valve M-850 was at one time a domestic feed (possibly used prior to the jail re-construction). It is undetermined if that line still exists. Previous field investigations have indicated that these valves are not represented accurately and the lines are actually reversed with valve M-850 feeding the fire loop.

Proposed work:

TASK 1

Installation of secondary potable service

As indicated on the attached sketch titled SKETCH 1 the work includes the installation of a new ten (10) inch valve north of existing valve M-850. The installation of a new six (6) inch service and valve from the existing 10 inch main on Carman Avenue in the vicinity of Valve M-850 to the existing 6 inch service which enters the building in the grass area immediately in front of the two main door entrances to "E" building. The installation of three (3) 6 inch valves, one on the new service line just west of the tie in, one on the existing service south of the new 6 inch service and one installed on the existing service just north of the new 6 inch service tie in. The intent is to have a valve configuration that allows concurrent flow of the new service with the existing service and also allows for the isolation of each service. The run from Carman Ave to the existing service is approximately 325 linear feet. This service will require the installation of a new meter, meter pit, Pressure Regulating Valve, RPZ and vault as required by the Nassau County Department of Health and the Town of Hempstead. Appropriate by-pass piping is to be included. As per the site meeting additional alternative proposals may be submitted if the contractor plans to use the existing pit in lieu of installing a new meter pit and/or a "hot box" in lieu of a new RPZ vault.

Alternate 1

Use of the existing pit for the meter

Deduct \$ \_\_\_\_\_ from the Task 1 Bid

Alternate 2

Provide and install a "Hot Box" in lieu of a Vault.

Deduct \$ \_\_\_\_\_ from the Task 1 Bid

TASK 2

Replacement of the existing 12 inch main with a 6 inch main

The installation of a new six (6) inch water main from the 24 inch water main on the west side of Carman Avenue to the existing meter pit on the east side of the electrical substations. This would include four (4) new 6 inch valves, a new 6" x 10" reducer, a connection to hydrant H-542 and a 6" x 6" tee a connection to the existing meter pit and the installation of Pressure Regulating Valve (PRV) as indicated on the attached sketch titled SKETCH 2.

Restoration of all disturbed areas will be required and conform to Nassau County Specifications.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead. The acquisition of all permits, approvals or other documentation required from the Nassau County Health Department, Town of Hempstead or any other municipality or organization will be responsibility of the contractor.

Upon completion of the project as built drawings will be prepared and provided to the County.

The intent of this modification is to allow both services to feed the building in unison and provide an opportunity to operate independently if either service requires repair. The proposal should include an engineering evaluation verifying that the services will run in unison and not competing. The goal being to avoid one service becoming stagnant because of a non-flowing condition. Location and design of meter pits PRV and RPZ devices should be included and meet all necessary standards and requirements of AWWA, Nassau County and the Town of Hempstead.

This is a time sensitive project. As such the proposal should include a time frame for both the start of work from the issuance of a Notice to Proceed and a job duration schedule from start to completion of each task. Task 1 will be undertaken first.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

The County will hold a mandatory job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting.

# ATTACHMENT 2

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S5103706G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
500	1.00 LS	Task 1: Installation of Various Size Water Mains	For: N/A	N/A	
500-1	1.00 LS	Task 1: Alternate 1 Use of Existing Pit For Meter (Deduction)	For: N/A	N/A	
500-2	1.00 LS	Task 1: Alternate 2 Use of Hot Box in lieu of Vault (Deduction)	For: N/A	N/A	
501	1.00 LS	Task 2: Replacement of Existing 12 Inch Main with 6 Inch Main	For: N/A	N/A	
510	1.00 ls	Allowance	For: One Hundred Thousand Dollars	\$100,000.00	

Total Bid in Numbers (Task 1) \$

Total Amount in Words (Task 1)

Total Bid in Numbers (Task 1 Alt. 1 Deduction) \$

Total Amount in Words (Task 1 Alt. 1 Deduction)

Total Bid in Numbers (Task 1 Alt. 2 Deduction) \$

Total Amount in Words (Task 1 Alt. 2 Deduction)

Total Bid in Numbers (Task 2) \$

Total Amount in Words (Task 2)

Attachment 3

Item 500 - Task 1

Installation of various size water mains

2. Materials and Method

As indicated on the attached sketch titled SKETCH 1 the work includes the installation of a new ten (10) inch valve north of existing valve M-850. The installation of a new six (6) inch service and valve from the existing 10 inch main on Carman Avenue in the vicinity of Valve M-850 to the existing 6 inch service which enters the building in the grass area immediately in front of the two main door entrances to "E" building. The installation of three (3) 6 inch valves, one on the new service line just west of the tie in, one on the existing service south of the new 6 inch service and one installed on the existing service just north of the new 6 inch service tie in. The intent is to have a valve configuration that allows concurrent flow of the new service with the existing service and also allows for the isolation of each service. The run from Carman Ave to the existing service is approximately 325 linear feet. This service will require the installation of a new meter, meter pit, Pressure Regulating Valve, RPZ and vault as required by the Nassau County Department of Health and the Town of Hempstead. Appropriate by-pass piping is to be included. As per the site meeting additional alternative proposals may be submitted if the contractor plans to use the existing pit in lieu of installing a new meter pit and/or a "hot box" in lieu of a new RPZ vault.

Alternate 1

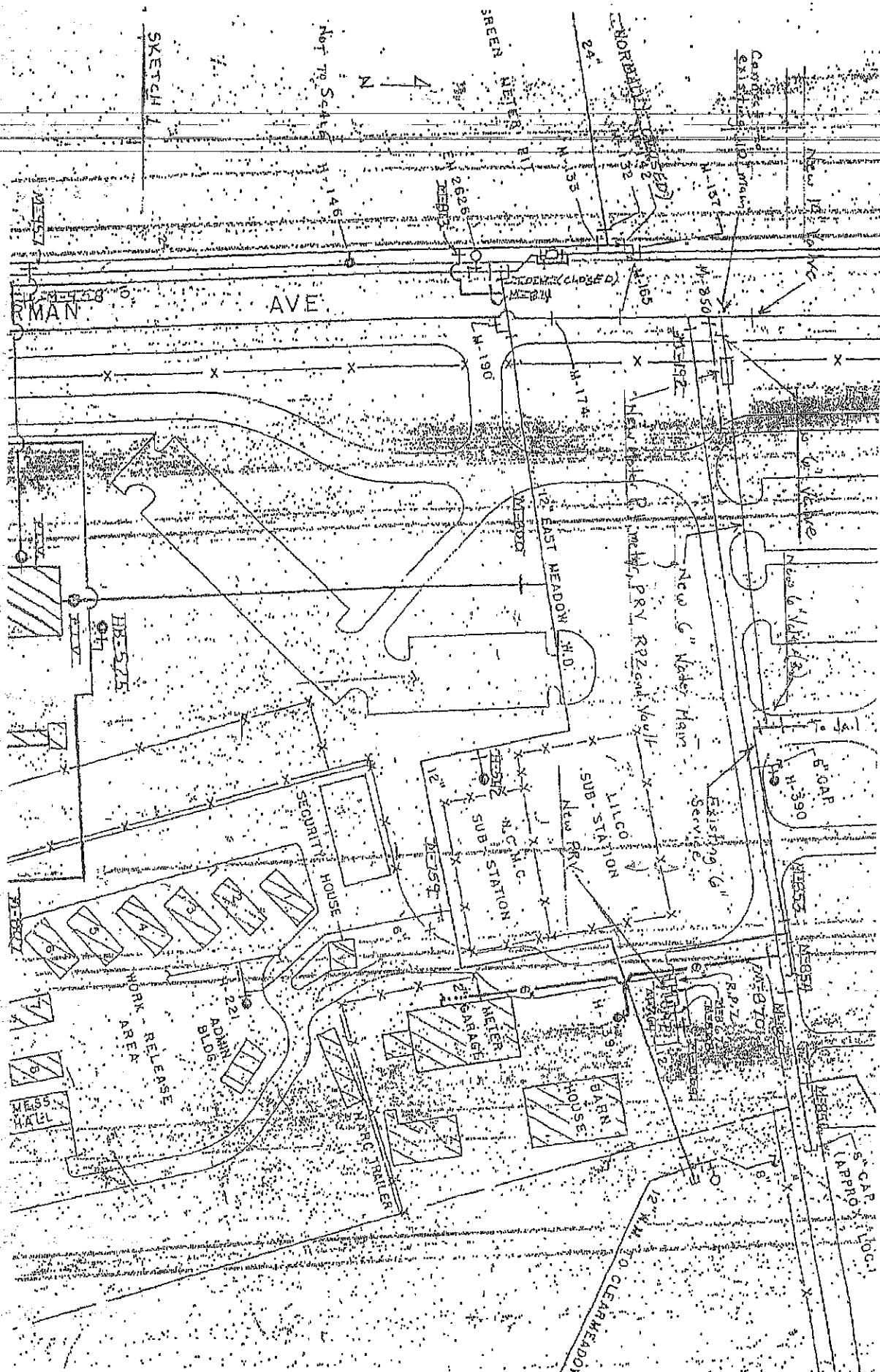
Use of the existing pit for the meter

Deduct \$ \_\_\_\_\_ from the Task 1 Bid

Alternate 2

Provide and install a "Hot Box" in lieu of a Vault.

Deduct \$ \_\_\_\_\_ from the Task 1 Bid



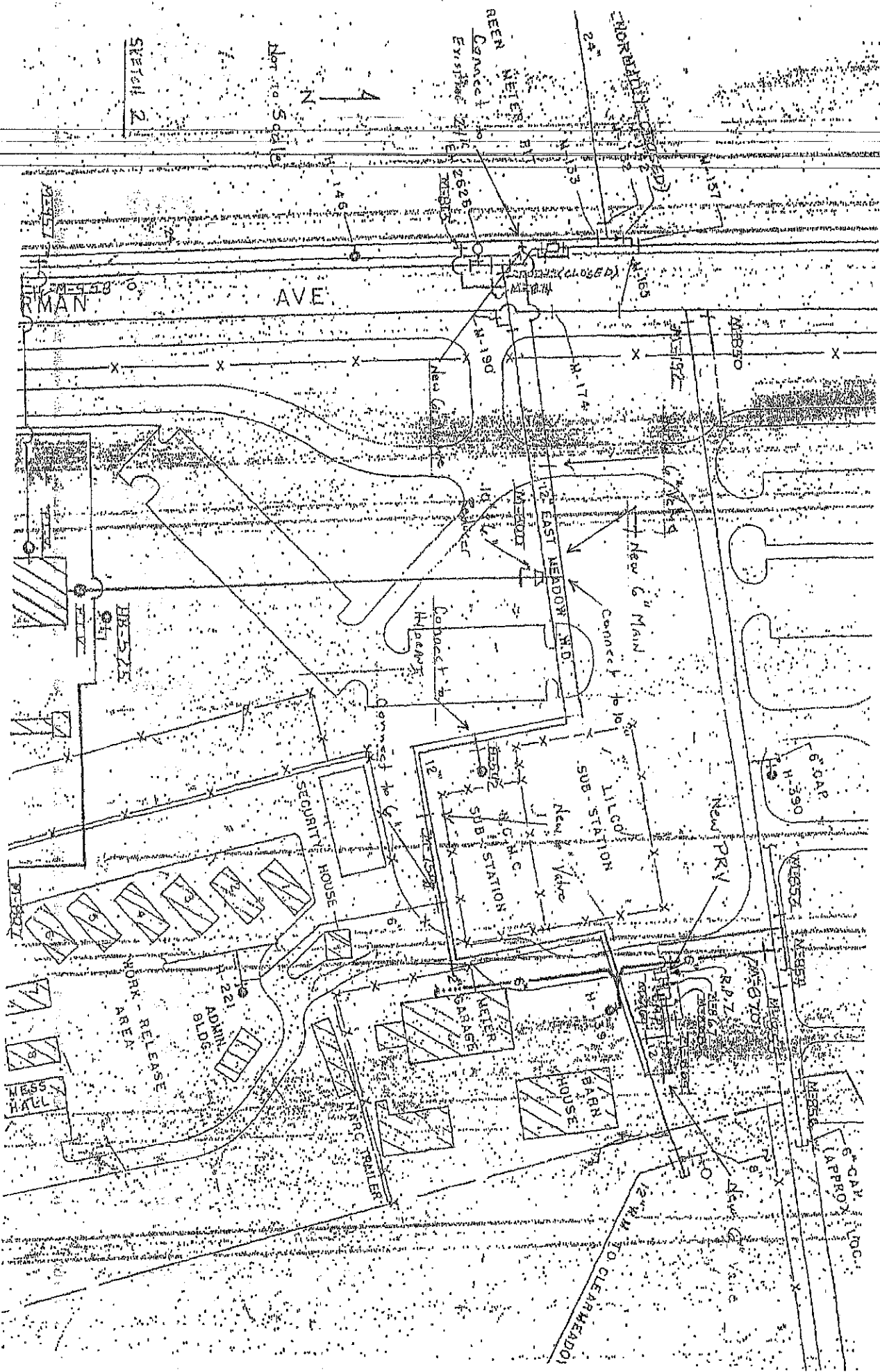
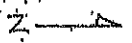
Item 501-Task 2

Replacement of the existing 12 inch main with a 6 inch main

The Installation of a new six (6) inch water main from the 24 inch water main on the west side of Carman Avenue to the existing meter pit on the east side of the electrical substations. This would include four (4) new 6 inch valves, a new 6" x 10" reducer, a connection to hydrant H-542 and a 6" x 6" tee a connection to the existing meter pit and the installation of Pressure Regulating Valve (PRV) as indicated on the attached sketch titled SKETCH 2.

Sketch 2

Not to Scale



EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAYNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590 - 2723

March 2, 2017

RE: EMERGENCY CONTRACT  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

ADDENDUM No. 2

To all prospective Bidders:

1. As per the attached SUPPLEMENTAL NOTICE TO BIDDERS, the date for receipt of bids has been extended to 3/14/2017;

Sealed Proposals, invited by the County of Nassau, will be received by the Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, on March 14, 2017 until 2:00 PM, and the contract awarded as soon thereafter as practicable.

All other terms and conditions of this portion of the Contract documents shall remain un-amended.

- END ADDENDUM NO. 2 -

Nassau County  
New York

**SUPPLEMENTAL NOTICE TO BIDDERS**

Sealed Proposals, invited by the County of Nassau, will be received by the Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, on March 14, 2017 until 2:00 PM, and the contract awarded as soon thereafter as practicable for:

Nassau County  
Department Of Public Works  
**EMERGENCY CONTRACT**  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

Pursuant to the attached the February 22, 2017 Declaration of Emergency, the proposed work calls for the replacement of an existing 12 inch water service to the Nassau County Correctional Facility as well as the installation of a new redundant service to supply water concurrently to the facility.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

The County will hold a **MANDATORY** job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting. For further information, contact Scott Urban, Project Manager at [Surban@nassaucountyny.gov](mailto:Surban@nassaucountyny.gov).

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Electricians, Carpenter, Operating Engineer, Plumber or any other trade appropriate for the type of work proposed. 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, Proposal, Form of Agreement, and Specifications, herein called the "Contract Documents", may be downloaded from the County solicitation board at no charge starting Monday, February 27, 2017, for all registered users at:  
<https://apps.nassaucountyny.gov/eProc/index.php>.

Dated at Mineola, NY  
March 2, 2017

By Order of Edward P. Mangano  
County Executive  
By Michael C. Pulitzer  
Clerk of the Legislature

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

February 24, 2017

RE: EMERGENCY CONTRACT  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

**ADDENDUM No. 1**

To all prospective Bidders:

1. Prospective Bidders are hereby informed that the site meeting scheduled for Tuesday, February 28<sup>th</sup>, 2017 at 10 am is **MANDATORY.**

All other terms and conditions of this portion of the Contract documents shall remain un-amended.

- END ADDENDUM NO. 1 -

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
WESTBURY, NEW YORK



EMERGENCY CONTRACT  
WATER MAIN REPLACEMENT  
NASSAU COUNTY CORRECTIONAL CENTER

NASSAU COUNTY, NEW YORK

CONTRACT NO. S51037-06G

Edward P. Mangano  
County Executive

## INDEX

Description	Page No.
Emergency Declaration.....	1
Addendum # 1 .....	3
Index .....	5
Notice to Bidders.....	11
Instructions to Bidders.....	13
<del>Bid Bond Form.....</del>	<del>19</del>
Proposal.....	33
Notice of Award.....	83
Agreement.....	85
Schedule of Wage Rates.....	123
Signatures.....	233
Insurance Certificates.....	241
Form of Performance Bonds.....	243
Scope of Work & Task Descriptions.....	273

**Scope of work for the Nassau County Correctional Facility water service  
reinforcement and redundant service installation**

**Background:** The Nassau County Correctional Facility is located at 100 Carman Avenue, East Meadow New York. Water to the facility is provided by the Town of Hempstead. The existing "E" building on the north end of the campus currently has a single domestic water service that has failed numerous times in the past several years resulting in water outages to the facility for extended periods of time. The intent of this scope of work is to install a secondary or redundant service. The services should be installed in such a fashion that they service the jail concurrently and also have the ability to service the facility individually. In addition the project will reinforce and replace where necessary the exiting 12 inch service to the facility.

The existing water service configuration as indicated on the attached plan is as follows;

The 24 inch water main located on the west side of Carman Avenue in a north to south orientation has a cross connection to a 12 inch feed that crosses from west to east into the facility property. The feed continues easterly around the electrical substations and continues easterly to an existing cross connection on Clearmeadow Drive. That cross connection is closed via a valve configuration. The Clearmeadow area is serviced by a different district with significantly different water pressures. Along the east to west run east of the electrical substations is a 12 inch tee that feeds the meter pit and Reduced Pressure Zone (RPZ). A six (6) inch service exits the meter pit and runs northward to the building then turns westward where it enters the pump room located in the facility basement in the grass area between the two front door entrances to the building. As a result of several water main breaks over the past 2-3 years the 12 inch main has been replaced from the western edge of the parking area to the electrical substation. Only approximately 45 linear feet in the vicinity of main valve M-300 is original.

Further to the south along Carman Avenue the 24 inch water main has a cross connection to a 10 inch main that has a north south orientation along Carman Avenue. At the northern boundary of the facility property the main has an interconnection with the neighboring Hicksville Water District. That cross connection is closed via a valve configuration. On the north side of the north entrance to the facility the 10 inch main contains two (2) valves that tee to the east into the facility. The valves are indicated on the attached map as main valve M-192 and M-850. The map indicates the line (believed to be 6 inch) associated with valve M-192 feeds the facility fire loop. It is believed that the line associated with main valve M-850 was at one time a domestic feed (possibly used prior to the jail re-construction). It is undetermined if that line still exists. Previous field investigations have indicated that these valves are not represented accurately and the lines are actually reversed with valve M-850 feeding the fire loop.

Proposed work:

**TASK 1**

Installation of secondary potable service

The installation of a new 10 inch valve north of existing valve M-850. The installation of a new service from the existing 10 inch main on Carman Avenue at Valve M-850 (or valve M-192) to the grass area immediately in front of the two main door entrances to "E" building. The installation of a valve configuration that allows concurrent flow of the new service with the existing service and also allows for the isolation of each service. The run is approximately 325 linear feet. This service will require the installation of a new meter, meter pit and RPZ as required by the Nassau County Department of Health and the Town of Hempstead.

Replacement of existing water main.

Replacement of the existing 12 inch water main that feeds the Nassau County Correctional Facility's "E" Building. The replacement will be in two (2) separate parts;

Approximately 185 linear feet from the 24 inch water main located on the west side of Carman Avenue to the recently installed 12 inch main at the western edge of the parking lot immediately south of "E" building.

Approximately 45 linear feet of 12 inch main is to be installed in the vicinity of main valve M-300 including the 12 inch x 10 inch tee. This section of main will connect the previously installed mains to the west and east of valve M-300. The previously installed 12 inch water main extends to the eastern edge of the same parking area.

**TASK 2**

Install approximately 500 linear feet of 12 inch main beginning at the eastern edge of the parking area and mirror the existing main which travels south and then west along the southern boundary of the electrical substation then northerly along the eastern boundary of the substation and then easterly to the exiting meter pit.

**Task 3**

An alternative proposal for Task 2 above will be the installation of a new 6 inch main from the 12 inch main located in the parking lot south of "E" building directly to the grass area immediately in front of the two main door entrances to "E" building. This service will be connected to the valve configuration described in Task 1. This proposal shall include the installation of a new meter, meter pit and RPZ as required by the Nassau County Department of Health and the Town of Hempstead. In addition it would include the installation of approximately 80 linear feet of 12 inch main beginning from the north east corner of the parking lot traveling southbound and connecting to existing hydrant H-542. The main will be connected to the recently replaced 12 inch main located in the north east corner of the parking lot. In this scenario the existing main between hydrant H-542 and the existing meter pit and feed to the building would be abandoned. Viability of this alternate will be determined after

site conditions are verified regarding the implications of abandoning the existing meter pit and service.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead. The acquisition of all permits, approvals or other documentation required from the Nassau County Health Department, Town of Hempstead or any other municipality or organization will be responsibility of the contractor.

Upon completion of the project as built drawings will be prepared and provided to the County.

The intent of this modification is to allow both services to feed the building in unison and provide an opportunity to operate independently if either service requires repair. The proposal should include an engineering evaluation verifying that the services will run in unison and not competing. The goal being to avoid one service becoming stagnant because of a non-flowing condition. Location and design of meter pits and RPZ devices should be included and meet all necessary standards and requirements of AWWA, Nassau County and the Town of Hempstead.

This is a time sensitive project. As such the proposal should include a time frame for both the start of work from the issuance of a Notice to Proceed and a job duration schedule from start to completion.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

The County will hold a mandatory job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting.

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 Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, on March 3, 2017 until 2:00 PM, and the contract awarded as soon thereafter as practicable for:

Nassau County  
Department Of Public Works  
**EMERGENCY CONTRACT**  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

Pursuant to the attached the February 22, 2017 Declaration of Emergency, the proposed work calls for the replacement of an existing 12 inch water service to the Nassau County Correctional Facility as well as the installation of a new redundant service to supply water concurrently to the facility.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

The County will hold a **MANDATORY** job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting. For further information, contact Scott Urban, Project Manager at [SUrbn@nassaucountyny.gov](mailto:SUrbn@nassaucountyny.gov).

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Electricians, Carpenter, Operating Engineer, Plumber or any other trade appropriate for the type of work proposed. 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, Proposal, Form of Agreement, and Specifications, herein called the "Contract Documents", may be downloaded from the County solicitation board at no charge starting Monday, February 27, 2017, for all registered users at:

<https://apps.nassaucountyny.gov/Proc/index.php>.

Dated at Mineola, NY  
February 24, 2017

By Order of Edward P. Mangano  
County Executive  
By Michael C. Pulitzer  
Clerk of the Legislature

NO TEXT ON THIS PAGE

## 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. Sealed Proposals, invited by the County of Nassau, will be received by the Office of the Commissioner of Public Works, at 1194 Prospect Avenue, Westbury, New York, and the contract awarded as soon thereafter as practicable.

### 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

## INSTRUCTIONS TO BIDDERS

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 downloaded from the County solicitation board at no charge starting Monday, February 27, 2017, for all registered users at: <https://apps.nassaucountyny.gov/eProc/index.php>.

## INSTRUCTIONS TO BIDDERS

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

1. Proposals shall be submitted to the attention of the Commissioner of Public Works at 1194 Prospect Avenue, Westbury, New York, by the time and date specified in the Notice to Bidders. ~~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 OF THE BID BOND FORM PROVIDED and 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."~~

## INSTRUCTIONS TO BIDDERS

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have NOT been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) 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.

### 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.

Michael C. Pulitzer  
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

Questions received and the Department's responses will be available via Addenda, posted to the County's Solicitation Board at <https://apps.nassaucountyny.gov/eProc/index.php>. 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 the amount of \$ 200,000.00,~~

## INSTRUCTIONS TO BIDDERS

~~made payable to the County of Nassau as assurance that the bid is made in good faith; or a BID BOND in the amount of two hundred thousand dollars (\$ 200,000.00). BIDDER MUST USE THE BID BOND FORM PROVIDED HEREIN. The American Institute of Architects or similar substitute forms OR FORMS IDENTICAL TO THAT PROVIDED HEREIN 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 \$ 200,000.00, 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

## INSTRUCTIONS TO BIDDERS

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 responsibility, 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.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller. <http://www.osc.state.ny.us/vendrep/>.

1. 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.

## INSTRUCTIONS TO BIDDERS

- 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

## INSTRUCTIONS TO BIDDERS

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 bidder, 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

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

(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:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$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.

## INSTRUCTIONS TO BIDDERS

### Q. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices. Instructional materials may be provided during the brief instructional session.

## INSTRUCTIONS TO BIDDERS

### R. 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. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

### S. 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

## INSTRUCTIONS TO BIDDERS

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.

### 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

-INSTRUCTIONS TO BIDDERS

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.

U. 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.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

## INSTRUCTIONS TO BIDDERS

### W. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.

### X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

The successful bidder be required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority group members and Women in Nassau County Contracts," which requires the successful bidder to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53. The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract.

### Y. PARTICIPATION BY SERVICE DISABLED VETERANS IN COUNTY CONTRACTS

The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts.

INSTRUCTIONS TO BIDDERS

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

- |            |                              |
|------------|------------------------------|
| Section 1. | Legislative Intent.          |
| 2.         | Definitions.                 |
| 3.         | Requirements and Exceptions. |
| 4.         | Enforcement.                 |
| 5.         | Severability.                |
| 6.         | Applicability                |

1. Legislative intent and purpose. The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. Definitions. As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.

B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of \$500,000.

C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.

D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. Requirements and Exceptions.

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for 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

## INSTRUCTIONS TO BIDDERS

with Article 23 of the NEW YORK LABOR LAW, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade(s) and/or job title(s) called for within the construction contract, anything in Section 103 of the NEW YORK GENERAL MUNICIPAL LAW to the contrary notwithstanding.

- B. Prior to entering a construction agreement with the County of Nassau, a contractor must submit to the County, Certificates of Completion showing that they, or their sponsor, graduated at least on apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. If a contractor is a signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.
- C. It shall be a contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and to provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from their apprenticeship program.
- D. If a contractor utilizes a subcontractor on a construction contract, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, subject to the exception found in paragraph (H) of this section. The contractor must submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor must submit to the County a letter

## INSTRUCTIONS TO BIDDERS

- from the sponsor verifying the signatory status.
- E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.
  - F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.
  - G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.
  - H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.
4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.
5. **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, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

## INSTRUCTIONS TO BIDDERS

---

---

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

PROPOSAL  
To the County of Nassau  
**NASSAU COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**EMERGENCY CONTRACT**

**WATER MAIN REPLACEMENT-NC CORRECTIONAL CENTER**  
**CONTRACT NO. S51037-06G**

**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: BANCKER CONSTRUCTION CORP  
(Individual, Firm or Corporation, as case may be)  
Bidder's Address: 218 Blydenburgh Road  
Islandia, NY 11749

Telephone: (631) 582-8880 Date: 3/14/17  
FAX Tele: (631) 582-3698 E-Mail: pbeyer@bancker.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
<u>/</u>	<u>/</u>

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York  
Name of President: MICHAELS S. BEYER  
President's Domicile: \_\_\_\_\_  
Name of Vice Pres: PHILLIP M. BEYER  
Vice Pres's Domicile: \_\_\_\_\_  
Corporate Officer: STEPHEN M. BEYER Title: C.E.O.  
Corporate Officer's Domicile: \_\_\_\_\_  
Corporate Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
Corporate Officer's Domicile: \_\_\_\_\_

NO TEXT ON THIS PAGE

EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011

EXEMPTED

EXEMPTED

EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011  
EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011  
EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011  
EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011

EXEMPTED FROM DISCLOSURE  
DATE 10/10/2011

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.

## 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.

# ATTACHMENT 2

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: 551037066

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
500	1.00 LS	Task 1: Installation of Various Size Water Mains	For: N/A	N/A	223,810.-
500-1	1.00 LS	Task 1: Alternate 1 Use of Existing Pit For Meter (Deduction)	For: N/A	N/A	(12,500.-)
500-2	1.00 LS	Task 1: Alternate 2 Use of Hot Box in lieu of Vault (Deduction)	For: N/A	N/A	(1,950.-)
501	1.00 LS	Task 2: Replacement of Existing 12 Inch Main With 6 Inch Main	For: N/A	N/A	258,780.-
510	1.00 LS	Allowance	For: One Hundred Thousand Dollars	\$100,000.00	100,000.-

Total Bid in Numbers (Task 1) \$ 223,810.-

Total Amount in Words (Task 1) Two Hundred Twenty Three Thousand Eight Hundred Ten Dollars & No Cents

Total Bid in Numbers (Task 1 Alt. 1 Deduction) \$ (12,500.-)

Total Amount in Words (Task 1 Alt. 1 Deduction) Twelve Thousand Five Hundred Dollars & No Cents

Total Bid in Numbers (Task 1 Alt. 2 Deduction) \$ (1,950.-)

Total Amount in Words (Task 1 Alt. 2 Deduction) One Thousand Nine Hundred Fifty Dollars & No Cents

Total Bid in Numbers (Task 2) \$ 258,780.-

Total Amount in Words (Task 2) Two Hundred Fifty Eight Thousand Seven Hundred Eighty Dollars & No Cents

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

BANKER CONSTRUCTION CORP

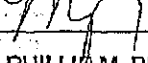
(Individual, ~~Firm or Corporation~~, as case may be)

Individual's Social Security Number \_\_\_\_\_

Firm or Corporation's Federal ID Number 11-1876887

Firm or Corporation's Municipal License ID Number \_\_\_\_\_

Municipal Licensing Agency \_\_\_\_\_

By:  Date: 3/14/17  
(Print) PHILLIP M. BEYER Title: EXEC. VICE 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? 58 Years
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 58 Years
  - b. as a Subcontractor 58 Years
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**

CCA-2 FORM

(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**

CCA-2 FORM

(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

NO TEXT ON THIS PAGE

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name</u> Bancker Construction Corp.		<u>EIN</u> 111876887		
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) 218 Blydenburgh Road Islandia, NY 11749		<u>New York State Vendor Identification Number</u> 1000056421		
		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
		<u>Website</u> www.bancker.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Stephen M. Beyer		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
<u>Title</u> Chief Executive Officer		<u>Email</u> sbeyer@bancker.com		
<u>Additional Business Entity Identities:</u> If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>State or County where filed</u>	<u>Status</u>

<b>I. BUSINESS CHARACTERISTICS</b>			
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:			
a) <input checked="" type="checkbox"/> <u>Corporation</u> (including PC)	Date of Incorporation 11/25/1958		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> <u>Other</u>	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> <u>United States</u>	<u>State</u>		
<input type="checkbox"/> <u>Other</u>	<u>Country</u>		

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>L BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State:			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or New York State Small Business, or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a <u>Business Entity Official</u> ; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
Stephen M. Beyer	Chief Executive Officer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	President & Treasurer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	ExecVice President & Secretary		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
<b>2.0</b> Are there any other construction-related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
SEE ATTACHED LIST		
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
<b>2.1</b> Does the <u>Business Entity</u> have any construction-related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
<b>2.2</b> Has the <u>Business Entity</u> participated in any construction-related <u>Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?

☒ Yes ☐ No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?

☒ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?

☐ Yes ☒ No

4.1 Been subject to a denial or revocation of a government prequalification?

☐ Yes ☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes ☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?

☐ Yes ☒ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?

☐ Yes ☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

☐ Yes ☒ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?

☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?

☐ Yes ☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?

☐ Yes ☒ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?

☐ Yes ☒ No

5.3 Had its surety called upon to complete any contract whether government or private sector?

☐ Yes ☒ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?

☐ Yes ☒ No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| 6.0 Had a revocation or suspension of any business or professional permit and/or license?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| 7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.1 Been the subject of:   |   |
| (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| <p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul> | <input type="checkbox"/> Yes - <input checked="" type="checkbox"/> No |
|--|---|

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

- |  |   |
|--|---|
| <p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.1 <u>Suspended, debarred or disqualified</u> from any government contracting process?</p>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> <li>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</li> <li>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</li> </ul> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> N/A |

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) 2015 Gross Sales	2nd Year (Indicate year ) 2014 Gross Sale	3rd Year (Indicate year ) 2013 Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) 2015 Amount	2nd Year (Indicate year ) 2014 Amount	3rd Year (Indicate year ) 2013 Amount.
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)****Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official

Printed Name of Signatory

Stephen M. Beyer

Title

Chief Executive Officer

Name of Business

Bancker Construction Corp.

Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

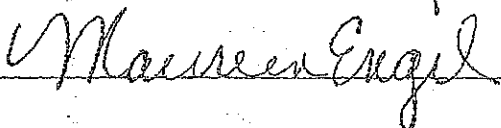
Sworn to before me this

15

day of

April

2016



Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner Inc. Village of Freeport - Contract Division	Telephone No.	Designer Architect and/or Design Engineer	Award Date 2/3/2015	Amount	Date Completed 1/4/2016
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
2.	Agency/Owner Citinaka Construction Corp. Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 5/1/2014	Amount	Date Completed 1/4/2016
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
3.	Agency/Owner W.A. Chester, LLC - Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 2/1/2015	Amount	Date Completed 1/3/15
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
4.	Agency/Owner Skanska USA Civil Northeast, Inc. Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 1/1/2015	Amount	Date Completed 1/1/2016
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
5.	Agency/Owner National Grid - Contract Person	Telephone No.	Designer Architect and/or Design Engineer	Award Date 7/1/2014	Amount	Date Completed 11/1/2015
	Contract No.	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner ExxonMobil	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 2/1/2015	Amount	Date Completed 11/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
7.	Agency/Owner PSEG - Concrete & Piles	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 10/1/2014	Amount	Date Completed 5/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
8.	Agency/Owner Water Authority of Great Neck North	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 11/1/2014	Amount	Date Completed 11/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
9.	Agency/Owner Roslyn Water District	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/1/2014	Amount	Date Completed 7/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
10.	Agency/Owner National Grid	Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 9/1/2014	Amount	Date Completed 5/1/2015
	Contact Person						
	Contract No.		Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
	Contract No. N/A	Prime or Sub Prime					

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

## Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Verizon	Telephone No.	Designer Architect and /or Design Engineer	Award Date 6/1/2011	Completion Date 7/1/2016
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
2.	Agency/Owner New York American Water - Main Laying	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 1/1/2012	Completion Date 1/1/2017
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
3.	Agency/Owner Ruthra & Sons Construction Co., Inc. - Water Main - Fresh Direct	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/25/2015	Completion Date 10/1/2015
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
4.	Agency/Owner PSEG	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 2/1/2015	Completion Date 4/30/2015
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

## Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Inc. Village of Garden City	Contract No.	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 11/1/2015	Completion Date 7/1/2016
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
6.	Agency/Owner Lend Lease (US) Construction LMB, Inc. - Southside Hosp.-Site Excavation & Conc.	Contract Person	Telephone No.	Designer Architect and /or Design Engineer Stiney B. Downe & Son LLP	Award Date 6/1/2015	Completion Date 5/1/2016
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
7.	Agency/Owner Turner Construction Company - PS 332Q	Contract No.	Telephone No.	Designer Architect and /or Design Engineer	Award Date 10/14/2015	Completion Date 4/1/2017
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
8.	Agency/Owner T.A. Ahern Contractors Corp.	Contract No.	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/30/2015	Completion Date 4/1/2016
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

## Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Nassau County Dept. of Public Works Contract No.	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 10/1/2016
	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
		Total Contract Amount	Amount Sublet to others		
10.	Agency/Owner Village of Saltaire - Water Main Replacement - Broadway Contract No.	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 6/1/2016
	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
		Total Contract Amount	Amount Sublet to others		
			Uncompleted Amount		

Grand Total All Uncompleted Contracts

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
----------------------	----------------------------------	--	----------------------------------	------------------------

SEE ATTACHED

ORGANIZATIONAL  
CHART

(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

EQUIPMENT LIST

(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.

N/A

(use additional blank sheets if additional space is necessary)

JANUARY 1980  
THIRD

NO TEXT ON THIS PAGE

THIRD



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL

1. President  
2. Vice President

3. General Manager  
4. Assistant General Manager

5. Chief Engineer  
6. Assistant Chief Engineer

7. Chief Architect  
8. Assistant Chief Architect

9. Chief Estimator  
10. Assistant Chief Estimator

11. Chief Inspector  
12. Assistant Chief Inspector

13. Chief Accountant  
14. Assistant Chief Accountant

15. Chief Clerk  
16. Assistant Chief Clerk

17. Chief Engineer  
18. Assistant Chief Engineer

19. Chief Architect  
20. Assistant Chief Architect

21. Chief Estimator  
22. Assistant Chief Estimator

23. Chief Inspector  
24. Assistant Chief Inspector

25. Chief Accountant  
26. Assistant Chief Accountant

27. Chief Clerk  
28. Assistant Chief Clerk

29. Chief Engineer  
30. Assistant Chief Engineer

31. Chief Architect  
32. Assistant Chief Architect

33. Chief Estimator  
34. Assistant Chief Estimator

35. Chief Inspector  
36. Assistant Chief Inspector

37. Chief Accountant  
38. Assistant Chief Accountant

39. Chief Clerk  
40. Assistant Chief Clerk

41. Chief Engineer  
42. Assistant Chief Engineer

43. Chief Architect  
44. Assistant Chief Architect

45. Chief Estimator  
46. Assistant Chief Estimator



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



BANCKER CONSTRUCTION CORP.

11/16

EQUIPMENT LIST

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

10/1/78

14. In what manner have you inspected this proposed work?  
Explain in detail.

Site Visit / Inspection / Pre-Bid Meeting

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Per Scope of work, plans, specs &  
NCDPW requirements.

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 Tiberia

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

SEE ATTACHED

Proof of Insurance

NO TEXT ON THIS PAGE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2016

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: PHONE (A/C, No, Ext): FAX: E-MAIL: ADDRESS:
INSURED Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749-0970	INSURER A: 24139 INSURER B: 10641 INSURER C: 42307 INSURER D: 22667 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 16/17 Construction 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> \$5,000 BIPD Ded/Occur GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			7/1/2016	7/1/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/DP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7/1/2016	7/1/2017	EACH OCCURRENCE \$
C	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7/1/2016	7/1/2017	AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A		7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution Liability			6/1/2015	6/1/2017	EACH OCCURRENCE AGGREGATE

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

CERTIFICATE HOLDER Proof of Insurance	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 
--	---

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.

NO TEXT ON THIS PAGE

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 )

PHILLIP M. BEYER

duly sworn, deposes and says:

That he resides at \_\_\_\_\_ Street,  
in the City of \_\_\_\_\_

that he is the **EXEC. VICE PRESIDENT**

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 14 day of March, 2017.

**MAUREEN ENGEL**  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

*Maureen Engel*  
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 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

NO TEXT ON THIS PAGE

**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:

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

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.

None

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?

None

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.

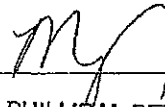
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 3/14/17

Signed:



Print Name:

PHILLIP M. BEYER

Title:

EXEC. VICE 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 but 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.

NO TEXT ON THIS PAGE

**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 STEPHEN M. BEYER  
Date of birth \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 218 Blydenburgh Road  
Islandia, NY 11749  
City/state/zip \_\_\_\_\_  
Telephone (631) 562-8880  
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 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_  
(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 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.

**BALTRAY ENTERPRISES, INC**

**dba BANCKER ELECTRIC**

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.

**SEE ATTACHED**

CCA-2 FORM

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, PHILLIP M. BEYER, 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 14 day of March 2017

Maureen Engel  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

BANCKER CONSTRUCTION CORP

Name of submitting business

PHILLIP M. BEYER

Print name

[Signature]  
Signature

EXEC. VICE PRESIDENT

Title

3 / 14 / 17  
Date

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.

Principal Name MICHAEL S. BEYER

Date of birth \_\_\_\_\_

Home address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Business address 218-Blydenburgh Road  
Islandia, NY 11749

City/state/zip \_\_\_\_\_

Telephone (631) 582-8880

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 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_
- (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.

Nassau County DPW

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. **SEE ATTACHED** CCA-2 FORM

**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, PHILLIP M. BEYER, 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 14 day of March 2017

Maureen Engel  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

**BANCKER CONSTRUCTION CORP**

Name of submitting business

PHILLIP M. BEYER

Print name

Signature

EXEC. VICE PRESIDENT

Title

Date

3, 14, 17

### 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 PHILLIP M. BEYER  
Date of birth \_\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 218 Blydenburgh Road  
Istania, NY 11749  
City/state/zip \_\_\_\_\_  
Telephone (631) 582-8880  
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 / /  
(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.
- BALTRAY ENTERPRISES, INC dba BANCKER ELECTRIC

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.

**SEE ATTACHED** CCA-2 FORM

**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.

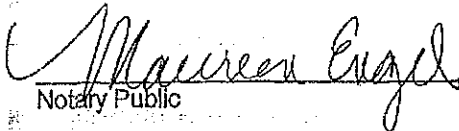
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details 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, PHILLIP M. BEYER, 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 14 day of March 2017

  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

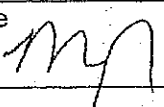
**BANCKER CONSTRUCTION CORP**

Name of submitting business

**PHILLIP M. BEYER**

Print name

Signature

  
**EXEC. VICE PRESIDENT**

Title

Date

3-14-17

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name*</u> Baltray Enterprises, Inc. dba Bancker Electric		<u>EIN (Enter 9 digits, without hyphen)</u> 112388666		
<u>Address of the Principal Place of Business</u> 218 Blydenburgh Road Islandia, NY 11749		<u>New York State Vendor Identification Number</u> 1100037599		
		<u>Telephone</u> (631) 582-0920 ext.	<u>Fax</u> (631) 582-3698	
<u>E-mail</u> mbeyer@bancker.com		<u>Website</u> www.bancker.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Michael S. Beyer		<u>Telephone</u> (631) 582-0920 ext.	<u>Fax</u> (631) 582-3698	
<u>Title</u> Secretary		<u>Email</u> mbeyer@bancker.com		
<u>Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).</u>				
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>State or County where filed</u>	<u>Status</u>
DBA	Bancker Electric	112388666	New York	Active

<b>I. BUSINESS CHARACTERISTICS</b>		
1.0 <u>Business Entity Type</u> -- Check appropriate box and provide additional information:		
a) <input checked="" type="checkbox"/> <u>Corporation (Including PC)</u>	<u>Date of Incorporation</u>	4/28/1976
b) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	<u>Date Organized</u>	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	<u>Date of Registration</u>	
d) <input type="checkbox"/> <u>Limited Partnership</u>	<u>Date Established</u>	
e) <input type="checkbox"/> <u>General Partnership</u>	<u>Date Established</u>	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	<u>How many years in business?</u>	

\* All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at <http://www.osc.state.ny.us/vendor/documents/definitions.pdf>.

Note: THESE TERMS MAY NOT HAVE THEIR ORDINARY, COMMON OR TRADITIONAL MEANINGS. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. BY SUBMITTING THIS QUESTIONNAIRE, THE VENDOR AGREES TO BE BOUND BY THE TERMS AS DEFINED IN THE "NEW YORK STATE VENDOR RESPONSIBILITY DEFINITIONS LIST" as it existed at the time of certification.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>I. BUSINESS CHARACTERISTICS</b>			
g) <input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		
1.2 Is the <u>Business Entity</u> currently registered to do business in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Note: Select "Not Required" if the <u>Business Entity</u> is a Sole Proprietor or General Partnership			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.3 Is the responding <u>Business Entity</u> a Joint Venture? Note: If the submitting <u>Business Entity</u> is a Joint Venture, also submit a separate questionnaire for each <u>Business Entity</u> comprising the Joint Venture.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.4 If the <u>Business Entity's</u> Principal Place of Business is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? (Select "N/A" if Principal Place of Business is in New York State.)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or New York State <u>Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> New York State <u>Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures:</u> Provide information for all firms involved. (Attach additional pages if necessary.)			
Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
Charles Madsen	President		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Stephen M. Beyer	Treasurer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	Secretary		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	Vice President		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
SEE ATTACHED LIST		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction Joint Ventures</u> within the past three (3) years? Attach additional pages if necessary.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**III. CONTRACT HISTORY**

3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A -- Completed Construction Contracts, found at [http://www.osc.state.ny.us/vendor/documents/questionnaire/attachment\\_a.doc](http://www.osc.state.ny.us/vendor/documents/questionnaire/attachment_a.doc) if less than ten, include most recent subcontracts on projects up to that number.

3.1 List all current uncompleted construction contracts by using Attachment B -- Uncompleted Construction Contracts, found at [http://www.osc.state.ny.us/vendor/documents/questionnaire/attachment\\_b.doc](http://www.osc.state.ny.us/vendor/documents/questionnaire/attachment_b.doc).

**IV. INTEGRITY -- CONTRACT BIDDING**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☒ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☒ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**V. INTEGRITY -- CONTRACT AWARD**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the Business Entity to enter into a formal monitoring agreement in connection with any government contract? ☐ Yes ☒ No

5.2 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>VI. CERTIFICATIONS/LICENSES</b>	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
6.0 Had a revocation or suspension of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1 Had a denial, deperfection, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

<b>VII. LEGAL PROCEEDINGS</b>	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
• <u>Federal</u> , state or local health laws, rules or regulations;	
• <u>Federal</u> , state or local environmental laws, rules or regulations;	
• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	
• Any labor law or regulation, which was deemed willful;	
• Employee Retirement Income Security Act (ERISA);	
• <u>Federal</u> , state or local human rights laws;	
• <u>Federal</u> , state or local security laws?	
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**VIII. LEADERSHIP INTEGRITY**

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:*

8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction for: (i.) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☒ No

*If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.*

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year ) 2016  
Gross Sale

2nd Year (Indicate year ) 2015  
Gross Sale

3rd Year (Indicate year ) 2014  
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:

(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year ) 2016  
Amount

2nd Year (Indicate year ) 2015  
Amount

3rd Year (Indicate year ) 2014  
Amount

9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment\\_c.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_c.xls).

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☒ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

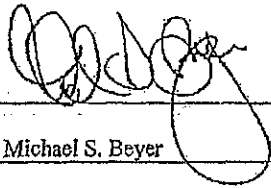
**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer



Printed Name of Signatory

Michael S. Beyer

Title

Secretary

Name of Business

Baltray Enterprises, Inc. dba Bancker Electric

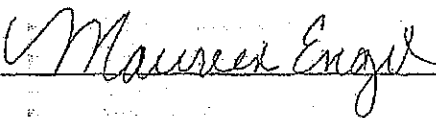
Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 19 day of January, 2017.



Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises Inc. d/b/a Bancker Electric

NYS Vendor ID: 1100037599

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:									
Agency/Owner	Prime or Sub	Telephone No.	Joint Venture (JV) Name, if applicable	Design Architect and /or Design Engineer	Award Date	Amount	Date Completed	EIN of JV, if applicable	
1. Agency/Owner South Farmingdale Water District	Prime		N/A		6/2015		12/2016	N/A	
Agency/Owner Pinnacle Rock Facility Solutions	Prime				10/26/16		11/2016		
2. Agency/Owner Pinnacle Rock Facility Solutions	Prime				10/26/16		11/2016		
Agency/Owner Suez Water Long Island	Prime				4/2016		11/12/16		
3. Agency/Owner Suez Water Long Island	Prime				4/2016		11/12/16		
Agency/Owner Babylon Union Free School District	Prime				06/2016		12/2016		
4. Agency/Owner Babylon Union Free School District	Prime				06/2016		12/2016		
Agency/Owner City of Long Beach	Prime				01/2015		10/2016		
5. Agency/Owner City of Long Beach	Prime				01/2015		10/2016		
Agency/Owner City of Long Beach	Prime				01/2015		10/2016		
Agency/Owner City of Long Beach	Prime				01/2015		10/2016		

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Balfour Enterprises Inc. d/b/a Bancker Electric

NYS Vendor ID: 1100037599

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

Agency/Owner	Prime or Sub	Telephone No.	Joint Venture (JV) Name, if applicable	Award Date	Amount	Date Completed	EIN of JV, if applicable
6. Agency/Owner mindSHIFT Technologies, Inc.	Prime			11/2015		05/2016	
7. Agency/Owner South Country Central School District	Prime						
Contract No.							
8. Agency/Owner Carle Place Water District	Prime			02/2016		04/2016	
Contract No.							
9. Agency/Owner Incorporated Village of Patchogue (C.D.A.)	Prime			11/2015		03/2016	
Contract No.							
10. Agency/Owner Three Village Central School District	Prime			04/2015		01/2016	
Contract No.							

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B -- UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baktray Enterprises, Inc., d/b/a Bancker Electric

NYS Vendor ID: 1100037599

## Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Bedpage Water District	Contract No.	Telephone No.	Joint Venture (JV) Name, if applicable N/A	Prime or Sub Subcontractor	Total Contract Amount	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable N/A	Award Date 01/2014	Completion Date 02/2016
2.	Agency/Owner Central Islip Union Free School District	Contract No.	Telephone No.	Joint Venture (JV) Name, if applicable	PRIME	Designer Architect and /or Design Engineer Tetra-Tech Architects & Engineers				Award Date 11/2016	Completion Date 02/2016
3.	Agency/Owner Great Neck Water Pollution Control District	Contract No.	Telephone No.	Joint Venture (JV) Name, if applicable N/A	PRIME	Designer Architect and /or Design Engineer				Award Date 12/2016	Completion Date 12/2017
4.	Agency/Owner SUEZ Water Long Island	Contract No.	Telephone No.	Joint Venture (JV) Name, if applicable N/A	PRIME	Designer Architect and /or Design Engineer				Award Date 04/2016	Completion Date 04/2018
						Total Contract Amount	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable N/A		
						Total Contract Amount	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable N/A		

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Balfray Enterprises, Inc., d/b/a Bancker Electric

NYS Vendor ID: 1100037599

## Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner PSEG Long Island	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Telephone No.	Award Date 08/2016	Completion Date 03/2017
				Total Contract Amount		Amount Subject to others	
				EIN of JV, if applicable N/A		Uncompleted Amount	
6.	Agency/Owner PSEG Long Island	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Telephone No.	Award Date 08/2016	Completion Date 04/2017
				Total Contract Amount		Amount Subject to others	
				EIN of JV, if applicable N/A		Uncompleted Amount	
7.	Agency/Owner Town of Hempstead Water Department	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Telephone No.	Award Date 01/2017	Completion Date 10/2017
				Total Contract Amount		Amount Subject to others	
				EIN of JV, if applicable N/A		Uncompleted Amount	
8.	Agency/Owner City of Long Beach -	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	Telephone No.	Award Date 06/2015	Completion Date 02/2017
				Total Contract Amount		Amount Subject to others	
				EIN of JV, if applicable N/A		Uncompleted Amount	

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B -- UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Baltray Enterprises, Inc., d/b/a Banker Electric

NYS Vendor ID: 1100037599

## Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Village of Lawrence				Award Date 11/2016	Completion Date 02/2017
	Contract Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A		
		Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
10.	Agency/Owner New York Institute of Technology (NYIT)				Award Date 02/2017	Completion Date TBD
	Contract Person	Telephone No.	Designer Architect and /or Design Engineer Owner			
	Contract No.	Prime or Sub PRIME	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A		
		Total Contract Amount		Amount Sublet to others	Uncompleted Amount	

Grand Total All Uncompleted Contracts

### 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: 5/14/17

1) Proposer's Legal Name: BANKER CONSTRUCTION CORP

2) Address of Place of Business: 218 Blydenburgh Road  
Islandia, NY 11749

List all other business addresses used within last five years: None

3) Mailing Address (if different): \_\_\_\_\_

Phone: (631) 582-8880

Does the business own or rent its facilities?     

4) Dun and Bradstreet number: 002411601

5) Federal I.D. Number: 11-1876887

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. An affiliate, Bancker Electric

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 conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Should a potential conflict of interest arise, we will contact the County and be guided accordingly

- 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.

**SEE ATTACHED**

**CCA-2 FORM**

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

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, PHILLIP M. BEYER, 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 14 day of March 2017

Maureen Engel  
Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 28, 2018

Name of submitting business: BANKER CONSTRUCTION CORP

By: PHILLIP M. BEYER  
Print name  
Signature

EXEC. VICE PRESIDENT  
Title

3 / 14 / 17  
Date



BANCKER CONSTRUCTION CORP.

Nassau County DPW  
Attachments to Business History Form

A. See Attached CCA-2 Form as well as Key Personnel List

i) Formed: 11/25/1958

ii) Persons having financial interest in the company:

iii) Officers:

Stephen M. Beyer CEO

Michael S. Beyer President/Treasurer

Phillip M. Beyer Exec. Vice President/  
Secretary

iv) State of Incorporation: New York

v) Number of employees in firm: Approximately 200

vi) Annual revenue of firm

vii) Summary of relevant accomplishments: over 58 years experience

viii) State and local licenses - N/A

B. Number of years in business: 58 Years

C. Previous successful bidder for Nassau County project, and current contractor

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE** **FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name</u> Bancker Construction Corp.		<u>EIN</u> 111876887		
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) 218 Blydenburgh Road Islandia, NY 11749		<u>New York State Vendor Identification Number</u> 1000056421		
		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
		<u>Website</u> www.bancker.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Stephen M. Beyer		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
<u>Title</u> Chief Executive Officer		<u>Email</u> sbeyer@bancker.com		
<u>Additional Business Entity Identities:</u> If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>State or County where filed</u>	<u>Status</u>

<b>I. BUSINESS CHARACTERISTICS</b>		
1.0 <u>Business Entity Type</u> – Check appropriate box and provide additional information:		
a) <input checked="" type="checkbox"/> <u>Corporation</u> (including PC)	Date of Incorporation 11/25/1958	
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration	
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?	
g) <input type="checkbox"/> <u>Other</u>	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:		
<input type="checkbox"/> <u>United States</u>	<u>State</u>	
<input type="checkbox"/> <u>Other</u>	<u>Country</u>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or New York State Small Business, or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a <u>Business Entity Official</u> ; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
Stephen M. Beyer	Chief Executive Officer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	President & Treasurer		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	Exec Vice President & Secretary		<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE** **FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
SEE ATTACHED LIST		
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☒ Yes ☐ No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A -- Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts? ☒ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B -- Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY -- CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☒ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☒ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☒ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☒ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☒ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY -- CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☒ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☒ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☒ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☒ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☒ No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VI. CERTIFICATIONS/LICENSES

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |  |   |
|--|---|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

- |   |   |
|---|---|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.1 Been the subject of:  |   |
| (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.2 Received any OSHA citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:

- Federal, state or local health laws, rules or regulations;
- Federal, state or local environmental laws, rules or regulations;
- Unemployment insurance or workers compensation coverage or claim requirements;
- Any labor law or regulation, which was deemed willful;
- Employee Retirement Income Security Act (ERISA);
- Federal, state or local human rights laws;
- Federal, state or local security laws?

☐ Yes ☒ No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

8.0 Sanctioned relative to any business or professional permit and/or license?

☐ Yes ☒ No  
☐ N/A

8.1 Suspended, debarred or disqualified from any government contracting process?

☐ Yes ☒ No  
☐ N/A

8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?

☐ Yes ☒ No  
☐ N/A

8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or
- (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny

☐ Yes ☒ No  
☐ N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

# **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)**

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) 2015 Gross Sales	2nd Year (Indicate year ) 2014 Gross Sale	3rd Year (Indicate year ) 2013 Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) 2015 Amount	2nd Year (Indicate year ) 2014 Amount	3rd Year (Indicate year ) 2013 Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☒ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

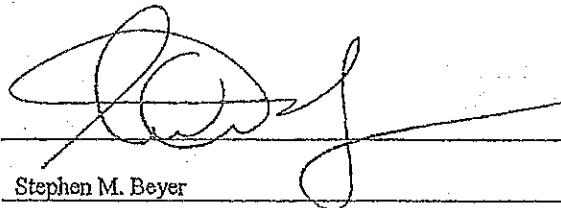
**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CCA-2)****Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official



Printed Name of Signatory

Stephen M. Beyer

Title

Chief Executive Officer

Name of Business

Bancker Construction Corp.

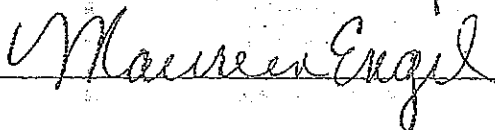
Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 15 day of April, 2016



Notary Public

MAUREEN ENGEL  
Notary Public, State of New York  
No. 01EN4942537  
Qualified in Suffolk County  
Commission Expires Sept. 26, 2018

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000956421**

Question 3-A: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

Agency/Owner Inc. Village of Freeport - Contract Name	Telephone No.	Design Architect and /or Design Engineer Village of Freeport Engineering Department	Award Date 2/3/2015	Date Completed 1/4/2016
Contract No. Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Amount	Date Completed 1/4/2016
Agency/Owner Citnatha Construction Corp. Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 5/1/2014	Date Completed 1/4/2016
Contract No. Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Amount	Date Completed 1/5
Agency/Owner W.A. Chester, LLC - Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 2/1/2015	Date Completed 1/5
Contract No. Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Amount	Date Completed 1/1/2016
Agency/Owner Skanska USA Civil Northeast, Inc. Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 1/1/2015	Date Completed 1/1/2016
Contract No. Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Amount	Date Completed 11/1/2015
Agency/Owner National Grid - Contract Person	Telephone No.	Design Architect and /or Design Engineer	Award Date 7/1/2014	Date Completed 11/1/2015
Contract No. Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	Amount	Date Completed 11/1/2015

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:									
Agency/Owner	Contract No.	Prime or Sub	Telephone No.	Design Architect and /or Design Engineer	Award Date	Amount	Date Completed	EIN of JV, if applicable	
ExxonMobil					2/1/2015		11/1/2015		
Agency/Owner PSEG - Concrete & Piles		Prime							
Contact Person									
Agency/Owner PSEG - Concrete & Piles		Prime			10/1/2014		5/1/2015		
Contact Person									
Agency/Owner Water Authority of Great Neck North		Prime							
Contact Person									
Agency/Owner Roslyn Water District		Prime			11/1/2014		1/1/2015		
Contact Person									
Agency/Owner National Grid -		Prime							
Contact Person									
Agency/Owner N/A		Prime							
Contact Person									

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: BANCKER CONSTRUCTION CORP.

NYS Vendor ID: 1000056421

## Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Verizon	Telephone No.	Designer Architect and /or Design Engineer	Award Date 6/1/2011	Completion Date 7/1/2016
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
2.	Agency/Owner New York American Water	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 1/1/2012	Completion Date 1/1/2017
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
3.	Agency/Owner Rutura & Sons Construction Co., Inc.	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/25/2015	Completion Date 10/1/2015
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
4.	Agency/Owner PSEG	Telephone No.	Designer Architect and /or Design Engineer Owner	Award Date 2/1/2015	Completion Date 4/30/2015
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1600056421**

## Question 3.1: List all current uncompleted construction contracts:

Agency/Owner	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	Designer Architect and /or Design Engineer	Award Date	Completion Date
5. Inc. Village of Garden City		Prime			11/1/2015	7/1/2016
Total Contract Amount				Amount Sublet to others	Uncompleted Amount	
6. Agency/Owner Lend Lease (US) Construction LME, Inc.		Prime or Sub			6/1/2015	5/1/2016
Total Contract Amount				Amount Sublet to others	Uncompleted Amount	
7. Agency/Owner Turner Construction Company		Prime or Sub			10/14/2015	4/1/2017
Total Contract Amount				Amount Sublet to others	Uncompleted Amount	
8. Agency/Owner T.A. Ahern Contractors Corp.		Prime or Sub			1/30/2015	4/1/2016
Total Contract Amount				Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421**

## Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Nassau County Dept. of Public Works	Contract No.		Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 10/1/2016
					Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
					Total Contract Amount	Amount Sublet to others		
10.	Agency/Owner Village of Saltaire	Contract No.		Prime or Sub Prime	Telephone No.	Designer Architect and /or Design Engineer	Award Date 1/1/2016	Completion Date 6/1/2016
					Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
					Total Contract Amount	Amount Sublet to others		
						Uncompleted Amount		

Grand Total All Uncompleted Contracts



BANCKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL

1. President  
2. Vice President  
3. Secretary  
4. Treasurer  
5. General Manager  
6. Assistant General Manager  
7. Chief Engineer  
8. Chief Architect  
9. Chief Electrician  
10. Chief Plumber  
11. Chief Carpenter  
12. Chief Painter  
13. Chief Welder  
14. Chief Ironworker  
15. Chief Bricklayer  
16. Chief Mason  
17. Chief Laborer  
18. Chief Foreman  
19. Chief Inspector  
20. Chief Safety Officer  
21. Chief Environmental Officer  
22. Chief Quality Control Officer  
23. Chief Project Manager  
24. Chief Accountant  
25. Chief Human Resources Officer  
26. Chief Legal Counsel  
27. Chief Marketing Officer  
28. Chief Sales Officer  
29. Chief Customer Service Officer  
30. Chief Information Systems Officer  
31. Chief Facilities Manager  
32. Chief Maintenance Officer  
33. Chief Security Officer  
34. Chief Compliance Officer  
35. Chief Risk Management Officer  
36. Chief Sustainability Officer  
37. Chief Diversity Officer  
38. Chief Inclusion Officer  
39. Chief Community Relations Officer  
40. Chief Public Affairs Officer  
41. Chief Government Relations Officer  
42. Chief Industry Relations Officer  
43. Chief Trade Association Relations Officer  
44. Chief Media Relations Officer  
45. Chief Press Officer  
46. Chief Spokesperson  
47. Chief Executive Officer  
48. Chief Operating Officer  
49. Chief Financial Officer  
50. Chief Information Officer  
51. Chief Legal Officer  
52. Chief Compliance Officer  
53. Chief Risk Officer  
54. Chief Sustainability Officer  
55. Chief Diversity Officer  
56. Chief Inclusion Officer  
57. Chief Community Relations Officer  
58. Chief Public Affairs Officer  
59. Chief Government Relations Officer  
60. Chief Industry Relations Officer  
61. Chief Trade Association Relations Officer  
62. Chief Media Relations Officer  
63. Chief Press Officer  
64. Chief Spokesperson  
65. Chief Executive Officer  
66. Chief Operating Officer  
67. Chief Financial Officer  
68. Chief Information Officer  
69. Chief Legal Officer  
70. Chief Compliance Officer  
71. Chief Risk Officer  
72. Chief Sustainability Officer  
73. Chief Diversity Officer  
74. Chief Inclusion Officer  
75. Chief Community Relations Officer  
76. Chief Public Affairs Officer  
77. Chief Government Relations Officer  
78. Chief Industry Relations Officer  
79. Chief Trade Association Relations Officer  
80. Chief Media Relations Officer  
81. Chief Press Officer  
82. Chief Spokesperson  
83. Chief Executive Officer  
84. Chief Operating Officer  
85. Chief Financial Officer  
86. Chief Information Officer  
87. Chief Legal Officer  
88. Chief Compliance Officer  
89. Chief Risk Officer  
90. Chief Sustainability Officer  
91. Chief Diversity Officer  
92. Chief Inclusion Officer  
93. Chief Community Relations Officer  
94. Chief Public Affairs Officer  
95. Chief Government Relations Officer  
96. Chief Industry Relations Officer  
97. Chief Trade Association Relations Officer  
98. Chief Media Relations Officer  
99. Chief Press Officer  
100. Chief Spokesperson



BANKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



BANKER CONSTRUCTION CORP.

ORGANIZATIONAL CHART  
KEY PERSONNEL



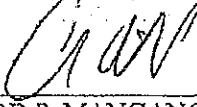
COUNTY OF NASSAU  
Edward Mangano, County Executive  
Theodore Roosevelt Executive and Legislative Office Building  
1550 Franklin Avenue  
Mineola, NY 11501

**EMERGENCY DECLARATION AND PURCHASE**

**WHEREAS**, the Commissioner of Public Works, Department of Public Works (the "Department") for the County of Nassau, New York has recommended that, due to the reoccurring failures of the water main system at the Nassau County Correctional Facility, there exists a dangerous condition that necessitates an immediate purchase in the open market of the necessary construction contracts and materials to replace the aging infrastructure and to provide a secondary redundant water feed to the Facility applicable to the Department to remediate the condition, there being insufficient time for and a need to dispense with the requirements for public notice and taking of bids.

**NOW THEREFORE**, I, Edward P. Mangano, County Executive of the County of Nassau, do hereby declare that the reoccurring failures of the water main system, as more particularly described above, constitutes an emergency under Section 2206 of the Nassau County Charter that necessitates dispensing with the requirements for public notice and the taking of bids and requires an immediate purchase in the open market of the necessary construction contracts and materials applicable to the Department to the extent necessary to remediate the emergency.

Dated as of: February 22, 2017

  
EDWARD P. MANGANO, COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: BANKER CONSTRUCTION CORP

Address: 218 Blydenburgh Road  
Islandia, NY 11749

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11-1876887

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):

STEPHEN M. BEYER

C.E.O.

MICHAEL S. BEYER

PRESIDENT

TREASURER

PHILLIP M. BEYER

EXEC. VICE PRESIDENT

SECRETARY

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.

MICHAEL S. BEYER

PRESIDENT

TREASURER

PHILLIP M. BEYER

EXEC. VICE PRESIDENT

SECRETARY

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.

BALTRAY ENTERPRISES, INC dba BANCKER ELECTRIC

Bancker Environmental LLC

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

Page 3 of 4

(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):

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: March 14, 2017 Signed: MP

Print Name: PHILIP M. BEYER

Title: EXEC. VICE PRESIDENT

Page 4 of 4

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

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

1. Name of the Entity: BALTRAY ENTERPRISES, INC dba BANCKER ELECTRIC

Address: 218 Blydenburgh Road  
Islandia, NY 11749

City, State and Zip Code: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11-2388666

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):

CHARLES MADSEN PRESIDENT

STEPHEN M. BEYER TREASURER

MICHAEL S. BEYER SECRETARY

PHILLIP M. BEYER EXEC. VICE PRESIDENT

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.

Same as # 4

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

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.

BANKER CONSTRUCTION CORP -

Banker Environmental LLC -

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

Page 3 of 4

(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: March 14, 2017

Signed: 

Print Name: PHILIP M. BEYER

Title: EXEC. VICE PRESIDENT

Page 4 of 4:

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 DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. 551037-066

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.

Contractor's Name and Address BANKER CONSTRUCTION CORP 218 Blydenburgh Road Islandia, NY 11749 Federal ID No.: 11-1876887	Project Description (Project Title, Facility Name and Address): Emergency Contract - Water Main Replacement - Nassau Correctional Center Bid Date: 3/14/17 Total Contract Amt:
---	--

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

☐ Plumbing and Gas Fitting  
☐ 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.

Check (✓) only one.				General Description of Work	Subcontractor's Contract Amt.
Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	Electric Wiring and Standard Illuminating Fixtures		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Electrical wiring	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Subcontractor's Name, Address and Federal ID No.  
BALTRAY ENTERPRISES, INC dba BANKER ELECTRIC  
218 Blydenburgh Road  
Islandia, NY 11749  
Federal ID No. 11-2388666

Federal ID No.

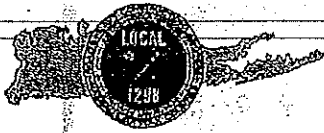
This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.  
Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [Signature] Title: EXEC. VICE PRESIDENT Date: 3/14/17

NO TEXT ON THIS PAGE

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES



1161 LOCUST AVENUE  
BOHEMIA, N.Y. 11716  
Telephone: (631) 218-1376  
Fax: (631) 218-1379

© 1994

FUND ADMINISTRATOR  
ANNALISA C. DeFALCO ESQ.

TRAINING DIRECTOR  
STEVEN M. AURIGEMA

BOARD OF TRUSTEES  
GEORGE F. TRUICKO JR.  
GEORGE S. TRUICKO  
FRANK DAMIANO JR.  
JAMES WINSHIP  
FRANK ALBERTO  
GREGORY W. COUCH  
JASON GOLDEN  
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298  
Local 1298 Joint Apprenticeship Training Program  
NYS SPONSOR CODE # 01764  
NYS ATP CODE # 18514

March 09, 2017

Owner : NCDPW  
Contract/Bid No. : S51037-06G  
Description : Emergency Contract- Water Main Replacement Nassau County Correctional Center

## TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State Apprenticeship Training Program for Skilled Construction Craft Laborers ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Bancker Construction Corp., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Sincerely yours,

Steven M. Aurigema  
Training Director  
Joint Apprenticeship Training Fund



APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206

SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

SCHOOL (631) 286-8677  
FAX (631) 286-8683

247-C

March 9, 2017

Nassau County Dept. of Public Works  
1194 Prospect Ave  
Westbury, NY 11590

Re: Local 138 Apprenticeship School (the "Apprenticeship School")  
NYS Sponsor # 00422  
NYS ATP Code # 18318  
Bancker Construction Corp.

**Contract No. S51037-06G - Water Main Replacement, Nassau County Correctional Center**

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 Bancker Construction Corp, Inc., 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

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.

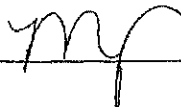
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PHILLIP M. BEYER

EXEC. VICE PRESIDENT

Name and Title of Authorized Representative

Signature



m/d/yy

3/14/17  
Date

BANCKER CONSTRUCTION CORP

Name of Organization

218 Blydenburgh Road  
Islandia, NY 11749

Address of Organization

U.S. DEPARTMENT OF JUSTICE  
OJP FORM 4061/1 (REV. 2/89) 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," "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 voluntarily 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.

## MacBride Fair Employment Principles

### NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

#### MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

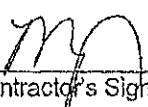
(1) have business operations in Northern Ireland,

Yes \_\_\_ No ☒

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_ No \_\_\_

  
(Contractor's Signature)

PHILLIP M. BEYER  
EXEC. VICE PRESIDENT

BANCKER CONSTRUCTION CORP  
(Name of Business)

NO TEXT ON THIS PAGE

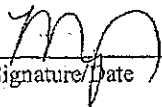
### IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- ☒ a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- ☐ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

  
Signature

3/14/17  
Date

PHILLIP M. BEYER  
Print Name and Position

EXEC. VICE PRESIDENT

NO TEXT ON THIS PAGE

**Notice of Award**

NO TEXT ON THIS PAGE

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  
EMERGENCY CONTRACT  
Water Main Replacement-NC Correctional Center  
Contract No. S51037-06G

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, Agreement 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 I. THE CONTRACT

Except for titles, sub-titles, headings, running headlines, tables of contents and indexes (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 the Contract:

- A. The Notice to Bidders;
- B. The Instructions to Bidders;
- C. Bid Bond;
- D. The Proposal;
- E. The Notice of Award;
- F. The Agreement;
- G. Insurance;
- H. The Performance Bond;
- I. Labor and Material Payment Bond;
- J. The General Conditions;
- K. The Technical Specifications;
- L. The Plans;
- M. All Addenda issued by the Commissioner prior to the receipt of bids;
- N. All provision required by law to be inserted in this Contract, whether actually inserted or not;
- N. Project Labor Agreement;

Article II. DEFINITIONS

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:

- A. "County"  
Shall mean the County of Nassau represented by its County Executive, party of the first part.
- B. "Department"  
Shall mean Nassau County Department of Public Works.
- C. "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.
- D. "Commissioner"  
Shall mean the Commissioner of the Department of Public Works of the County of Nassau or his duly authorized deputies.
- E. "Engineer"  
Shall mean the person duly designated by the Commissioner to act as such, with the powers and duties as defined in the Contract Documents for the Engineer.

F. "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 Contractor.

G. "Surety"

Shall mean any person, firm or corporation that has executed as Surety, the Contractor's Construction Bond securing the performance of this Contract.

H. "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.

I. "Contract Work"

Shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, "The Contract", 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 Engineer shall determine which shall prevail.

J. "Extra Work"

Shall mean Work other than that required either expressly or implicitly by the Contract in its present form. It may include Work in areas designated on the Plans as areas of future Work, or in areas within the Contract limits or adjacent thereto.

K. "Contract" or "Contract Documents"

Shall mean each of the various parts of the Contract referred to in Article 1, "The Contract", hereof, both as a whole and severally.

L. "Plans"

Shall mean only those Drawings specifically entitled as such and listed in the Specifications, or in any Addendum or Addenda.

M. "Specifications"

Shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated as such.

N. "Addendum or Addenda"

Shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of Bids.

O. "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 notices, directions 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.

1. 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.
  2. 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.
- P. "Laboratory"  
Shall mean the testing Laboratory of the Department, or any official Laboratory of the State of New York, or a Laboratory especially designated by the Commissioner for testing the materials to be used under this Contract.
- Q. "Project"  
Shall mean the entire works to which this Contract relates.
- R. "Site"  
Shall mean the area upon or in which the Contractor's operations are carried on, and such other areas as may be designated as such by the Engineer.
- S. "Sub-Contractor"  
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.
- T. "Final Acceptance"  
Shall mean acceptance of the Work by the County Executive, 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.
- U. Whenever they refer to the Work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.
- V. "Bidder"  
Shall mean the person, firm or corporation indicating his or its intention to and who does submit a formal Bid for the Work.
- W. "Act of God"  
Shall mean "an act occasioned exclusively by violence of nature without the interference of any human agency. It means a natural necessity proceeding from physical causes alone without the intervention of man. It is an act, event, happening or occurrence, and disaster inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency. It is an accident which could not have been occasioned by human agency but proceeded from physical causes alone." Black Henry C., Black's

- X. "Owner"  
Shall mean the County of Nassau.
- Y. "Beneficial Occupancy"  
Shall mean the Commissioner's action to take over, use, occupy or operate part of the completed or uncompleted Work, when such action is deemed to be in the County's best interest.
- Z. "Punch List"  
Shall mean a written itemization of Contractor Work items necessary before acceptance by the County. The itemization shall include, but not be limited to uncompleted Work, defective Work and missing Work.
- AA. "Days"  
Shall mean consecutive calendar days unless indicated otherwise in the Contract Documents.
- BB. "Contract Change Order"  
Shall mean the official form executed by the Contractor and the County stipulating the conditions agreed to for the performance of "Extra Work" or the deletion of "Contract Work".
- CC. "Project Labor Agreement", "PLA"  
Is defined as: The Project Labor Agreement entered into by the Project Labor Agreement Coordinator and the Building and Construction Trades Council of Nassau and Suffolk Counties covering the Project.

#### PERFORMANCE OF WORK

#### Article III. CONTRACTOR'S RESPONSIBILITY

- a. 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.
- b. 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 Engineer.
- c. Unless otherwise expressly provided, the means and the methods of service shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject such means and methods thereon, shall not relieve the Contractor of his obligations to accomplish the result intended by the Contract, nor shall the exercise of such right create a cause of action for damages.

- d. The Contractor will be required to employ whatever additional labor or methods as are necessary to complete the Work within the Contract time. Any additional cost necessitated by this accelerated performance must be included in the total Bid price.

Article IV. COMPLIANCE WITH LAWS

The Contractor shall keep himself informed and comply with all federal, state and local laws or ordinances as may apply including the applicable provisions of the Labor Law, the Public Health Law, and the Lien Law, the Worker's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, and any and all rules, and regulations promulgated by the Department of Labor and/or Industrial Commissioner of the State of New York, any applicable Federal Law, rule or regulations, including those of the US Environmental Protection Agency (EPA), the Charter of the County of Nassau and other municipalities, any local laws, ordinances, resolutions or regulations of the County of Nassau and all amendments and additions thereto.

Article V. INSPECTION

- a. 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 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.
- b. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for.
- c. The County shall have the right to reject materials and workmanship which are defective, or require correction. Rejected Work and materials must be promptly taken down and removed from the Site, which must at all times be kept in a clean and neat condition.
- d. 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 Article XXII, "Extra Work", hereof.

Article VI. PROTECTION

- a. The Contractor shall take all necessary precautions, while performing the work to protect from loss or damage to property, buildings, pipe lines and other structures adjacent to the work.
- b. Any such loss or damage, resulting from his operations shall be immediately repaired, replaced and made good by the Contractor without cost to the County.
- c. The Contractor shall familiarize himself with the existence of facilities and structures of municipal and public service corporations on the Site of the Work and give reasonable opportunity to and cooperation with these corporations, when they are responsible for the work of reconstructing, moving or altering them.

The Contractor shall conduct his Work so as to interfere as little as practicable with the work of said municipal and public service corporations and any additional cost resulting from the failure to do so shall not be a claim against the County.
- d. Facilities and structures commonly referred to as "house services" and which provide gas, water, electricity or telephone facility to premises at the Site are to be protected by the Contractor in the performance of his Work; any such facility or structure damaged during the Work must be repaired or replaced immediately by the Contractor at his own cost and expense.
- e. The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Contractor or the County.
- f. Each Contractor shall comply with all requirements and regulations of the "Occupational Safety and Health Act."

Article VII. INTERFERENCE WITH TRAFFIC

- a. Where the services being provided require the Contractor to transverse streets, easements or other locations along or across which the public or County Personnel is accustomed to travel, the Contractor shall conduct his Work so as not to interfere with such travel.
- b. Fire hydrants must be kept accessible at all times.

Article VIII. BOUNDARIES

The Contractor shall confine his equipment, apparatus, materials and apparatus of his workmen to limits indicated by law, ordinance, permits or directions of the Commissioner.

## TIME PROVISIONS

### Article IX. TIME OF START AND COMPLETION

- a. The Contractor shall commence Work on the day specified in the Notice To Proceed signed by the Commissioner. Time being of the essence for this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of transportation and disposal 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.
- b. 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 date specified in the Commissioner's Notice To Proceed.
- c. 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 X. PROGRESS SCHEDULE

- a. To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall provide a proposed Schedule. The Schedule shall show 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. The proposed Schedule shall be revised as directed by the Engineer, until finally approved by him, and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.
- b. Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor must notify the Engineer in writing of the effect, if any, of such change or Extra Work or suspension or other

condition upon the previously approved Progress Schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Progress Schedule shall be revised by the Contractor as directed by the Engineer, until approved by him, and as so approved, the revised Schedule must be strictly adhered to by the Contractor.

- c. 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 in accordance with such Schedule. Failure to comply with this requirement may result in the County invoking the terms and conditions stipulated in Article XXXVIII, "County's Right and Notice", hereof.

#### Article XI. APPROVAL REQUESTS

From time to time as the Work progresses and in the sequence indicated by the approved Progress Schedule, the Contractor must submit to the Engineer a specific request in writing for each item of information or approval required. 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 Engineer may take to act upon such submissions or resubmissions. 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 XII. COORDINATION OF WORK

- a. During the progress of the work on this Contract, other contractors may be engaged in performing work within the contract area and in areas adjacent to this Contract area.
- b. The Contractor's attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract, he may not have exclusive occupancy of the territory within or adjacent to the limits of this contract.
- c. The Contractor will be required to cooperate with other contractors and the owners of the various utilities and to coordinate and arrange the sequence of his work in such a manner that all work, proposed or in progress within or adjacent to the limits of this Contract, can be progressed with as little interference as possible.
- d. It is mutually agreed that the direction of the Engineer of the order and sequence of the work shall not in itself constitute a basis for extension of time.

#### Article XIII. EXTENSION OF TIME

- a. 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. 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 five (5) 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 subcontractors or material men, the Commissioner may refuse to grant an Extension of Time and direct the Contractor to rearrange the Progress Schedule and operations so as to complete the Work within the time set forth in the Contract.

- b. 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.
- c. 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.
- d. Time necessary for review by the County of all submittals including vendors, etc., and delays incurred by normal seasonal and weather conditions should be anticipated and is neither compensatory nor eligible for Extensions of Time.

#### Article XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of 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 or times fixed for completion in the Contract or within the time to which such completion may have been extended. The sum per day fixed in Article II, "Schedule of Requirements", hereof, for this Contract 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 therefor. This amount shall in no event be considered a penalty or otherwise than as the Liquidated 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.

## SUBCONTRACTS AND ASSIGNMENTS

### Article XV. LIMITATIONS AND CONSENT

- a. The Contractor shall not assign, transfer, convey, 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. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.
- b. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that 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 for supplying such materials.
- c. The County Executive reserves the right to limit the total amounts of Subcontracts to sixty percent (60%) of the total Contract price. Before making any Subcontract, the Contractor shall submit a written statement to the Commissioner for approval 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.
- d. If the Commissioner finds that the proposed Subcontractor is qualified, he will notify the Contractor. The Contractor shall promptly, upon request, file with the Commissioner a conformed copy of the Subcontract. The Commissioner 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 XVI. RESPONSIBILITY

- a. The approval of the Commissioner 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.
- b. General Contractor's and all Subcontractors, as a condition precedent to being approved by the Department of Public Works to perform work on this Project, shall execute the Project Labor Agreement.

- c. In addition to the provisions of Article XV, "Limitations and Consent", and Article XVIII, "Contract Insurance", hereof, the Contractor, at the time of receiving approval from the Commissioner of the name of a Subcontractor, shall before permitting such Subcontractor to commence any Work contemplated by this Contract, furnish two certificates of Workmen's Compensation coverage of the employees of the said Subcontractor. Such certificates shall be furnished to the Department of Public Works prior to the approval of such Subcontractor.

#### SECURITY AND GUARANTY

##### Article XVII. CONTRACT SECURITY

- a. The Contractor shall furnish both a "Performance Bond" and "Labor and Material Payment Bond" (copies of Bond Forms are provided with the Contract Bid Documents and must be used, no other Bond forms are acceptable). Each Bond shall be equal to one hundred percent (100%) of the Contract Price. Such bonds 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.
- b. All bonds shall remain in effect until the date of issuance of the Certificate of Completion by the County as described in Article XXXVII, "Final Payment", hereof.
- c. 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.
- d. 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) working days after notice from the County Comptroller to do so, substitute acceptable Bonds in such form and 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.
- e. 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.

Article XVIII. CONTRACT INSURANCE

A. GENERAL

1. At the execution of this Contract, the Contractor must furnish those insurance policies as described below. Insurance certificates will be acceptable at the 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.
2. All insurance policies must remain in effect for the duration of this Contract.
3. Limits of liability are described in Article LI, "Schedule of Requirements."
4. 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.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

Contractor's Public Liability Insurance, including completed operations, shall protect the Contractor and his Subcontractor(s) from claims for damages for bodily injury, including death, personal injury, and damage to property which may arise from operations under this Contract.

C. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance must be in accordance with the Laws of The State of New York. Failure to comply shall void this Contract.

D. OWNER'S PROTECTIVE PUBLIC LIABILITY INSURANCE

Owner's Protective Public Liability Insurance shall protect the County of Nassau, as the named insured, and must hold harmless and defend the County of Nassau against claims arising from the operations of the Contractor or his Subcontractor(s). 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 Subdivisions and Fee Owners, to the Contractor's General Liability policy, provided that the schedule minimum limits of liability as referred to in the "Schedule of Requirements" is increased by the amount required for each additional insured.

E. 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.

Builders All-Risk Insurance must remain in effect during the duration of this project.

Article XIX. MONIES RETAINED AGAINST CLAIMS AND LIENS

- a. 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:
  1. Just claims of any persons supplying labor or materials for the Work then due and unpaid;
  2. Loss due to defective Work not remedied; or
  3. 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 any of his Subcontractors. In the event that one Contractor working on this Project makes a claim against the County for money damages for loss of time or for other reasons, which conditions are alleged to have caused or occasioned by the method of operation or lack of progress of another Contractor, and in the event that such allegations are substantiated in the opinion of the County, the County may assess in turn such money damages, against the offending Contractor.
- b. 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 therefor by law, the County, upon written demand by the Contractor, shall return the amount so withheld, without interest.  
The County will accept only bonds or notes of the United States of America, New York State or political subdivisions thereof in lieu of all or part of the cash retainage.

Article XX. MAINTENANCE AND GUARANTEE

- a. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Commissioner all Work for a period of not less than one (1) year from the Final Acceptance of the Contract except where longer 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.
- b. 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.

- c. Contractor shall require all manufacturers supplying replacement equipment for this Project to execute or modify implied warranties of fitness for particular purpose. Any attempted exclusions or modifications to manufacturer's implied warranty of fitness for particular purpose shall not be operative under this Project, and the Contractor will be required to honor them if the manufacturer does not.
- d. The Contractor shall obtain all manufacturer's warranties and guarantees of all equipment and materials required by this Contract in the name of the County and shall deliver same to the County.

#### ADDITIONS, DEDUCTIONS AND CHANGES

#### Article XXI. COUNTY'S RIGHT

- a. 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 a 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 claims shall be made by the Contractor for any loss of anticipated profits thereby.
- b. Any material(s) to be furnished or Work necessary to be done other than that specified in this Agreement shall be by a supplemental written Contract 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 by the County Executive.

#### Article XXII. EXTRA WORK

- A. The County reserves the right to order Extra Work, as such may be necessary and allowable pursuant to the County Executive's Declaration of Emergency, 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, public liability and property damage insurance, employment 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 pro-rated 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 XXIII. DISPUTED WORK

A. If the Contractor is of the opinion that any Work required, necessary or ordered violated the terms and provisions of this Contract, he must promptly notify the Commissioner in writing within five (5) days 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, he will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to reserve his right to claim compensation for such Work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Commissioner's determination and direction, notify the Commissioner in writing that the Work is being performed; or that the determination and

~~direction is complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of any and all claims for extra compensation or damages therefor.~~

- B. If the Contractor should fail or refuse to proceed with the performance of the Work in question after having been directed to do so, 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.
- C. Before Final Acceptance of the Work by the County Executive, all matters of dispute shall be resolved. Unresolved matters shall constitute a condition precedent to the right of the Contractor to receive any payments that may otherwise be due.

Article XXIV. DELETED WORK

If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price Contract is deleted by the Commissioner pursuant to Article XXVI, "The Powers of the Commissioner", hereof, the Contract price shall be reduced by an amount equal to the estimated cost of such deleted Work, computed in accordance with Items 1 through 6 in Paragraph C., of Article XXII, "Extra Work", hereof, unless the Contractor and Commissioner can agree upon another method of fixing the value of such deleted Work. If any Contract Work in a unit price Contract, whether the whole of a lump sum item or units of any item, is so deleted by the Commissioner, no payment will be made therefore.

POWERS OF THE COUNTY'S REPRESENTATIVES

Article XXV. THE POWERS OF THE ENGINEER

- A. The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power, subject to review and revision by the Commissioner:
1. To inspect the performance of the Work;
  2. To determine the amount, kind, quality, sequence and location of the Work to be paid for hereunder;
  3. To determine all questions in relation to the Work, to interpret the Plans, Specifications, and Addenda;
  4. To make 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;

6. To amplify the Plans, add explanatory information and furnish

additional Specifications and Drawings consistent with the intent of these Contract Documents.

- B. The foregoing enumeration shall not imply any limitation upon the Power of the Engineer, for it is the intent of this Contract that all of the Work shall be subject to his determination, directions and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the Contractor to perform work as Contract Work shall be promptly obeyed by the Contractor.
- C. The Engineer shall not, however, have the power to issue an Extra Order, and the performance of such Work on the order of the Engineer without previously obtaining written confirmation thereof in accordance with Article XXII, "Extra Work", hereof, shall constitute a waiver of any right to extra compensation therefor.
- D. The Contractor is warned that the Engineer has no power to change the terms and provisions of this Contract, except where such change results in no net increase in the Contract price.
- E. In case of emergency which threatens loss, damage or injury to persons or property and which requires immediate action to remedy, then, and in that event, the Engineer, with or without notice to the Contractors, may provide suitable protection to the said property and persons by causing such Work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractors and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from the amounts due, or to become due, the Contractors. The performance of such emergency Work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

Article XXVI. THE POWERS OF THE COMMISSIONER

- A. 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 the County Comptroller the performance of Extra Work, or
    - b. The deletion of Contract Work whenever he deems it in the interest of the County to do so;
  - 3. To suspend the whole or any part of the Work whenever in his judgement 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;

Article XXVII. NO ESTOPPEL

The County shall not, nor shall any department or officer, thereof, be precluded, or estopped by any acceptance, return, certificate or payment made or given by the Commissioner or other officer, agent or employee, of the County under any provision of this Agreement, from at any time (either before or after Final Acceptance of the Work and payment therefor pursuant to any acceptance, return, certification or payment) showing the true and correct amount, quality and character of the Work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certification or payment is untrue and incorrect, or improperly made in any particular, or that the Work and materials or any part thereof do not in fact conform to the Contract Documents, and the County shall not be precluded or estopped, notwithstanding any such acceptance, return, certification or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents.

Article XXVIII. 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, or 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; i.e.- in addition to each and every other former 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 XXIX. CHARACTER AND COMPETENCY

The Contractor and Subcontractors shall employ upon all parts of the Work herein contracted for only competent, skillful and trustworthy employees. Should the Engineer at any time give notice in writing to the Contractor or his 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 XXX. SUPERINTENDENCE

The Contractor shall give his personal supervision to the faithful prosecution of the Work. He shall provide full-time competent supervision through a superintendent, acceptable to the Commissioner, who shall follow without delay all instructions of the Engineer in the prosecution and completion of the Work. The superintendent shall have full authority to supply men, material and labor, immediately. He shall keep on hand at all times copies of the Contract Documents.

Article XXXI. PAYROLL REPORTS

The Contractor and each Subcontractor shall furnish to the Engineer a verified copy of his payroll and also any other information required by the Engineer to satisfy him that the provisions of the Labor Laws, as to the hours of employment and rates of wages are being observed. These submittals shall be precedent to processing Contractor claims for Partial Payment.

Article XXXII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

A. 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.

B. 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.

C. 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.

D. Posting of Notices

1.) 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.

2) Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

3) Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

4) 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.

5) Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

6) 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 by law.

#### E. Providing Notice to Employees

1) 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 rate 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.

2) 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.

#### F. Payroll Records

1) 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 the written acknowledgments of the employees as required above with the payrolls and transcripts.

2) 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.

3) 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 Public Works Commissioner 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.

4) 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 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.

5) 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.

6) Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract fra

public improvement, it shall be the duty of the Nassau County 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.

- G. 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.
- H. 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.

#### PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ on the work, any labor, materials 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 Subcontractor, or by any of the trades working in or about the job site 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, 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 XXXIII. 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 XXII, "Extra Work", hereof, less credit for any Work deleted pursuant to Article XXIV, "Deleted Work", hereof.

### Article XXXIV. SUBMISSION OF BID BREAKDOWN

Within fifteen (15) days after his execution of this Contract by the County, or when directed by the Commissioner, the Contractor must submit to 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 Article X, "Progress Schedule", 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 quantities of concrete, pipe, conduit, etc. and 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 purposes whatsoever.

### Article XXXV. PARTIAL PAYMENTS

a. At least once each month, the Contractor may make an estimate of the amount and the fair value of the Work done and may apply for partial payment thereof. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, 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. When the amount stipulated for maintenance and guarantee (article II) has been retained, payment of one hundred (100) percent of the value of work completed shall be authorized. The County will accept only bonds or notes of United State of America, New York State or political subdivisions thereof in lieu of all or part of the cash retainage.

b. The Contractor must submit all data, information, record drawings, etc. as defined in all sections of the Contract as per each requisition.

c. Before any payments will be made under this Contract, the Contractor and all 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 must set forth in his statement 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 accruing to any laborer for daily or weekly wages on account of labor performed upon the Work under this Contract, verified statements to that effect must be filed by the Contractor and all Subcontractors before any payments are made under this Contract.

- d. The County will accept only bonds or notes of the United States of America, New York State or political subdivisions thereof in lieu of all or part of cash retainage.

Article XXXVI      SUBSTANTIAL COMPLETION PAYMENT

- a. Within thirty (30) days after receiving notice from the Contractor of substantial completion of the Work under this Agreement, the Commissioner will cause an inspection to be made for approval of the Work done under this Contract. If, upon such inspection, the Commissioner determines that the Work is substantially complete, but that Work remains to be done, he will, upon approval and signature of the County Executive, issue a certificate of payment to the Contractor for the Work done under this Contract less any and all deductions authorized to be made by the Commissioner, under this Contract or by law, and less twice the amount that the Commissioner considers necessary to ensure the completion of the balance of Work by the Contractor. Such a payment shall be considered a Partial and not a Final Payment.
- b. As a condition precedent to receiving payment therefore, the Contractor shall submit verified statements similar to those required under Article XXXV, "Partial Payments", hereof, and shall also submit proof of title of the materials and equipment covered by the Contract. The Contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).
- c. The County will, not later than sixty (60) days after the acceptance of the Work substantially complete under this Contract, pay the Contractor upon receipt of standard County payment forms the entire sum so found due thereafter as hereinbefore described. All prior Partial Payments, being merely estimates made to enable the Contractor to prosecute the Work more advantageously shall be subject to correction in the Substantial Completion Payment.

Article XXXVII      FINAL PAYMENT

- a. Within ten (10) days after receiving notice from the Contractor of completion of all 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.

- b. If upon such inspection the Commissioner determines that no further Work is to be done, he will issue a certificate of completion to the Contractor for the Work done under this Contract.
- c. 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).
- d. The County will, not later than thirty (30) days after the Final Acceptance of the Work done under this Contract, pay the Contractor upon receipt of standard County payment forms the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provision 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 correction in the final estimate and Payment.
- e. 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 to the County and every officer and agent thereof, from any 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 obligation under this Contract or the Performance Bond.
- f. The acceptance by the Contractor of the Final Payment as aforesaid, shall operate as, and shall be released to the County of Nassau and every member and agent thereof, from all claim and liability of every kind and nature.
- g. Payment for Bonds Payment shall be made upon presentation to the County of documentation that such Performance and Labor and Material Bonds have been fully paid by the Contractor to the Surety Company.

#### CONTRACTOR'S DEFAULT

#### Article XXXVIII. COUNTY'S RIGHT AND NOTICE

- A. It is mutually agreed that the events of default under this Contract shall include but not be limited to the following:
1. The Contractor fails to begin Work when notified to do so by the Commissioner, or
  2. The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner, or
  3. The Contractor becomes insolvent; or
  4. A petition of bankruptcy is filed by or against the Contractor, or
  5. A receiver or receivers are appointed to take charge of the

Contractor's property or affairs; or

- ~~6. The Work to be done under this Contract shall be abandoned; or~~
  7. This Contract or any part thereof shall be sublet without the consent of the County Executive being first obtained in writing; or
  8. This Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified; or,
  9. 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,
  10. The Contractor shall without just cause reduce his working force, plant or equipment to a level which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the Work in accordance with the approved Progress Schedule, and shall fail or refuse sufficiently to increase such Work force when ordered to do so by the Commissioner, or
  11. The work or any part thereof is unnecessarily or unreasonably delayed; or
  12. The Commissioner shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary Subcontracts, or the placing of necessary material and equipment orders; or
  13. The Commissioner shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or
  14. The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended, or
  15. The Contractor is not or has not been executing the Contract in good faith; or,
  16. The Contractor is violating any of the provisions of this Contract;
- B. It is further agreed that if such event of default occurs the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedies 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 then the Contractor must discontinue the Work, either as to a portion of the same or the whole thereof.

Article XXXIX. CONTRACTOR'S DUTY

Upon receipt of the notice provided in Article XXXVI, "County's  
Nassau County DPW 112 of 282 Contract No. S51037-08G  
EMERGENCY Water Main Replace-Correctional Ctr

Right and Notice", hereof, 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 XL. COMPLETION OF THE WORK

- a. The Commissioner, after declaring the Contractor in default, as provided in Article XXXVIII, "County's Right and Notice", hereof, 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.
- b. The expense of such completion, hereof to the date of actual completion of the Work, shall be deducted and paid by the County out of monies due or to become due to the Contractor under this Contract, or any part thereof. The balance of such monies, if any, subject to the other provisions of the Contract to be paid to the Contractor without interest after such completion. 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 XLI. CONTRACTOR'S WARRANTIES

- A. 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 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 price bid.
  4. That the facts stated in his Proposal and the information given by him are true and correct in all respects;
  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.

Article XLII. LOCATION OF UNDERGROUND STRUCTURES

Nassau County DPW

113 of 282

Contract No. S51037-06G

EMERGENCY Water Main Replace-Correctional Ctr

- a. ~~The County does not guarantee the accuracy of the locations shown on the Plans for pipes, ducts, utilities and other underground structures; or that all pipes, ducts, utilities and other underground structures are shown on the Plans.~~
- b. The information given is intended only as a guide to the Contractor and he shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the Plans of any pipes, ducts, utilities or other underground structures.
- c. The Contractor shall do all Work and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the Work (except such which by law, franchise, permit, Contract, consent or agreement the owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original condition all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required Work, and he hereby assumes all risks in connection therewith.

Article XLIII. CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained, other than for Extra or Disputed Work covered by Articles XXII, "Extra Work", and XXIII, "Disputed Work", hereof, by reason of any act or omission of the County, its agents or of any persons, he shall, within five (5) 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 XLIV. PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that Contract prices are to 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, appliance, equipment 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 XLV. SUITS AT LAW

Nassau County DPW

114 of 282

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

- a. The Contractor shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and Subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or Subcontractors) occurring on account or in connection with the performance of the Work hereunder or sustained by any employee of the Contractor, a Subcontractor, County of Nassau or other persons while at the Site of the Work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his Subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.
- b. The term "loss and liability," as used herein, shall be deemed to include, but not be limited to, liability for the payment of workmen's compensation under the Workmen's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of workmen's compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the Work hereunder, whether or not such injuries shall have been sustained as a result of negligence of the Contractor, his Subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.
- c. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of Work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the County of Nassau, its respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any Work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.
- d. 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 inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to persons or damage to property.

Article XLVI. NO CLAIMS AGAINST INDIVIDUALS

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the County for, or on account of, anything done or omitted to be done in connection with this Contract.

Article XLVII. UNLAWFUL PROVISIONS DEEMED STRICKEN OUT

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall 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 XLVIII. 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 XLIX. COMPTROLLER'S CERTIFICATE

- A. This Contract shall not be binding or of any force unless the County Comptroller shall endorse therein his certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officers making the same.
- B. 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 of Nassau or his duly designated representative.

PURSUANT TO STATE LAW

As a portion of the attached contract and pursuant to the provisions of Section 103-a of the General Municipal Law of the State of New York, the parties hereto recognize that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any

relevant question concerning such transaction or contract,

- A. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and also that
- B. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Article L. ANTI-DISCRIMINATION CLAUSE

- A. All Contracts entered into by the County for the construction, alteration or repair of any public building or public work or for manufacture, sale or distribution of materials, equipment or supplies, or for personal services shall contain the following provisions by which the Contractor with the County agrees:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - 2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor; the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.
  - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, provided by the County, advising the said labor union or workers' representative of the Contractor's commitments under this section. The Contractor shall request such labor union or representative to agree in writing that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color or national origin, and will take

affirmative action to insure that there is afforded equal membership opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other compensation and selection for training or retraining, including apprenticeship and on-the-job training or retraining. Such written agreement shall be executed by the labor union or representative prior to the commencement of performance of this Contract. If such agreement is not executed, the Contractor shall promptly notify the Nassau County Commission on Human Rights.

4. The Commission shall use its best efforts, directly and through Contractors, local officials, public and private agencies, to cause any labor union, recruiting agency or other representative of workers to cooperate with, and to comply in the implementation of the purposes of this order.
5. The Contractor shall furnish all information and reports deemed necessary by the Commission on Human Rights and shall permit access to his books, records and accounts by the Commission on Human Rights, the County Attorney and the Director of Labor Relations for purposes of investigation to ascertain compliance with these non-discriminatory clauses.
6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the County upon a finding by the Commission on Human Rights that the Contractor has not complied with these non-discriminatory clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the County until he has satisfied the Commission that he has established and is carrying out a program in conformity with the provisions of these clauses. Such finding shall be made by the Commission after conciliatory efforts by the Commission; that he has established and is carrying out a program in conformity with the provisions of these clauses. Such finding shall be made by the Commission after conciliatory efforts by the Commission have failed to achieve compliance with these clauses and after a verified complaint has been filed with the Commission; notice thereof given to the Contractor and an opportunity afforded him be heard publicly before three members of the Commission.
7. If this Contract is canceled or terminated under clause (6), in addition to other rights of the County provided in this Contract upon its breach by the Contractor, the Contractor will hold the County harmless against any additional expenses or costs incurred by the County in completing the work or in purchasing the services, material, equipment or supplies covered by this Contract, and the County may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond, if necessary.
8. The Contractor will include the provisions of clauses one (1) through seven (7) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the County may direct. If the Contractor becomes involved in

or is threatened with Litigation by a subcontractor or vendor as a result of such direction by the County, the Contractor shall promptly so notify the County Attorney requesting him to intervene and protect the interests of the County.

9. The Commission may provide for issuance of a Nassau County Certificate of Merit to employers or employee organizations which are or may hereafter be engaged in work under County contracts, if the Commission is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership grievance and representation, upgrading and other practices and policies of the employee organization, conform to the purposes and provisions of these clauses.

#### Article II SCHEDULE OF REQUIREMENTS

The following schedule shall apply to the appropriate articles of this Agreement:

1. The following amount shall be retained for maintenance and guarantee and for security in accordance with the requirements of Article XX, "Maintenance and Guarantee."...

Contract No. S51037-06G ..... NONE

2. ~~Duration of Contract:..... 730 CALENDER DAYS~~

3. ~~Liquidated Damages..... \$500.00 / DAY~~

4. Insurance: ..... Limits of Liability

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance. Each equal to the minimum limits of liability.

1. Minimum Limits for each occurrence.

a) Public Liability.....\$2,500,000

b) Property Damage.....\$500,000

c) Or a Combined Single Limit of....\$3,000,000 or greater.

b. Builder's All-Risk Insurance:

Shall be for the full amount of the Contract Price.

5. Additional named insurer(s) on Owners Protective Policy:

EACH INSURED TO BE PROTECTED TO THE FULL LIMITS OF LIABILITY

a. County of Nassau

b. Town of Hempstead

Article LII — CONFLICTING INFORMATION

In the case of conflicting information within the Plans and Specifications as to the type of materials or 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.

RULES AND REGULATIONS

Article LIII — NEW YORK STATE RULES AND REGULATIONS

New York State Schedule of Wage Rates.

ARTICLE LIV ALL LEGAL PROVISIONS DEEMED INCLUDED;  
SEPARABILITY; SUPEREMACY; 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.

NO TEXT ON THIS PAGE



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work  
Loretta Dionisio, Hydrogeologist II  
1194 Prospect Avenue  
Westbury NY 11590

Schedule Year 2016 through 2017  
Date Requested 02/23/2017  
PRC# 2017001872

Location: NC Correctional Facility  
Project ID# S51037-06G  
Project Type Pursuant to the attached the February 22, 2017 Declaration of Emergency, the proposed work calls for the replacement of an existing 12 inch water service to the Nassau County Correctional Facility as

### 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 2016 through June 2017. 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](http://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

[www.labor.state.ny.us](http://www.labor.state.ny.us)

PW 200

PWAsk@labor.state.ny.us

Nassau County DPW

123 of 282

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr



## 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 from 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](http://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](http://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](http://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, but 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

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II  
1194 Prospect Avenue  
Westbury NY 11590

Schedule Year 2016 through 2017  
Date Requested 02/23/2017  
PRC# 2017001872

Location NC Correctional Facility  
Project ID# S51037-06G  
Project Type Pursuant to the attached the February 22, 2017 Declaration of Emergency, the proposed work calls for the replacement of an existing 12 inch water service to the Nassau County Correctional Facility as

### 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: \$ _____	Contract Type:	
Approximate Starting Date: _____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: _____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us.

PW 16

PWAsk@labor.state.ny.us

Nassau County DPW

129 of 282

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr



# 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.

## 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](http://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](mailto: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](mailto: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](http://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](http://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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* 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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

# **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.shtml](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtml)

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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdj.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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

**Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osha.cfm](http://www.keene.edu/courses/print/courses_osha.cfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://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

Bureau of Public Work  
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 3-7)*

\*\*\* 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                | 33. Oneida County                   |
| 2. Allegany County              | 34. Onondaga County                 |
| 3. Bronx County                 | 35. Ontario County                  |
| 4. Broome County                | 36. Orange County                   |
| 5. Cattaraugus County           | 37. Orleans County                  |
| 6. Cayuga County                | 38. Oswego County                   |
| 7. Chautauqua County            | 39. Otsego County                   |
| 8. Chemung County               | 40. Putnam County                   |
| 9. Chenango County              | 41. Queens County                   |
| 10. Clinton County              | 42. Rensselaer County               |
| 11. Columbia County             | 43. Richmond County (Staten Island) |
| 12. Cortland County             | 44. Rockland County                 |
| 13. Delaware County             | 45. Saint Lawrence County           |
| 14. Dutchess County             | 46. Saratoga County                 |
| 15. Erie County                 | 47. Schenectady County              |
| 16. Essex County                | 48. Schoharie County                |
| 17. Franklin County             | 49. Schuyler County                 |
| 18. Fulton County               | 50. Seneca County                   |
| 19. Genesee County              | 51. Steuben County                  |
| 20. Greene County               | 52. Suffolk County                  |
| 21. Hamilton County             | 53. Sullivan County                 |
| 22. Herkimer County             | 54. Tioga County                    |
| 23. Jefferson County            | 55. Tompkins County                 |
| 24. Kings County (Brooklyn)     | 56. Ulster County                   |
| 25. Lewis County                | 57. Warren County                   |
| 26. Livingston County           | 58. Washington County               |
| 27. Madison County              | 59. Wayne County                    |
| 28. Monroe County               | 60. Westchester County              |
| 29. Montgomery County           | 61. Wyoming County                  |
| 30. Nassau County               | 62. Yates County                    |
| 31. New York County (Manhattan) |                                     |
| 32. Niagara 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 Box
Carpenter-Building	276B-All	7	2,5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276B-LJV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Clf	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

## 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	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
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		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
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		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers-Tunnel	157	47	18, 29, 46	<input type="checkbox"/>
Laborers-Heavy & Highway	157h/h	47	18, 29, 46	<input type="checkbox"/>

## 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- Heavy & Highway	1822/2h	10,16,57		<input type="checkbox"/>
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Heavy & Highway	633hON	34		<input type="checkbox"/>
Laborers- Heavy & Highway	633hOS	38		<input type="checkbox"/>
Laborers- Heavy & Highway	633h Cay	6		<input type="checkbox"/>
Laborers- building	633 bON	34		<input type="checkbox"/>
Laborers- building	633b Cay	6		<input type="checkbox"/>
Laborers- building	633bOS	38		<input type="checkbox"/>
Laborers- Heavy & Highway	785h	12, 55	49, 54	<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>

## 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-Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-Jet-Z2	12, 55		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

## 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	
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32	5	<input type="checkbox"/>
Mason-Building	3B-Z3.Orleans	37		<input type="checkbox"/>
Mason-Residential	3B-Z3R	15, 32	5	<input type="checkbox"/>
Mason-Residential	3B-Z3R.Orleans	37		<input type="checkbox"/>
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	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		<input type="checkbox"/>
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>

## - 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
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>

## 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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as "Per hour worked"). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as "Per hour paid"), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

#### 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](http://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) Linemen	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	716-847-7169	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	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4058	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**

02/01/2017

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour: 07/01/2016

Asbestos Worker \$ 44.00

Removal & Abatement Only\*

NOTE: \*On Mechanical Systems that are NOT to be SCRAPPED.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Asbestos Worker \$ 8.70

Removal & Abatement Only

**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%	86%

**SUPPLEMENTAL BENEFIT**

Per Hour:

Apprentice  
Removal & Abatement \$ 8.70

4-12a - Removal Only

**Boilermaker**

02/01/2017

**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: 07/01/2016

Boilermaker \$ 51.56

Repairs & Renovations \$ 51.56

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Boilermaker 32% of hourly

Repairs & Renovations 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

Nassau County DPW

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: Employee must work in pay week to receive Holiday Pay.

\*\*Boilermaker 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 percentage 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) 07/01/2016  
32% of Hourly  
Wage Paid Plus  
Amount Below

1st Term	\$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

#### Carpenter

02/01/2017

JOB DESCRIPTION Carpenter

DISTRICT 8

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

#### WAGES

Per hour: 07/01/2016

Piledriver	\$ 51.63
Dockbuilder	\$ 51.63

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 48.62

#### OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

#### REGISTERED APPRENTICES

Wages per hour

(1) year terms:

1st	2nd	3rd	4th
\$20.65	\$25.82	\$33.56	\$41.30

Supplemental benefits per hour:

Apprentices \$ 32.49

**Carpenter**

02/01/2017

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**PARTIAL COUNTIES**

Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

Per hour: 07/01/2016

Carpet/Resilient

Floor Coverer \$ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Floor Coverer \$ 45.85

**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 Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour:

\$ 31.11

8-2287

**Carpenter**

02/01/2017

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2016

Marine Construction:

Marine Diver \$ 65.36

Marine Tender 46.44

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

Journeyman \$ 48.62

**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**

02/01/2017

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2016

Building  
Millwright \$ 51.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Millwright \$ 52.38

**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 Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.33	\$33.48	\$38.63	\$48.93

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$34.25	\$37.85	\$42.10	\$48.66

8-740.1

**Carpenter**

02/01/2017

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:  
07/01/2016

Timberman \$ 46.99

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:  
07/01/2016

\$ 48.23

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.  
Nassau County DPW

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour:

(1) year terms:

1st	2nd	3rd	4th
\$18.80	\$23.50	\$30.54	\$37.59

Supplemental benefits per hour:

\$ 32.30

8-1556 Tm

**Carpenter** 02/01/2017

**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, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour:	07/01/2016	10/17/2016
-----------	------------	------------

Core Drilling:

Driller	\$ 37.82	\$ 38.82
---------	----------	----------

Driller Helper	30.17	30.96
----------------	-------	-------

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller.

Helper 1st year \$ 21.12

Helper 2nd year 24.14

Helper 3rd year 27.15

Helper 4th year 30.17

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 worked:	07/01/2016	10/17/2016
------------------	------------	------------

Driller and	\$ 24.00	\$ 24.66
-------------	----------	----------

All Helpers

**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-Core Driller

**Carpenter** 02/01/2017

**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 Creek and south of the Southern State Parkway.

**WAGES**

Per hour: 07/01/2016

Nassau County DPW

159 of 292  
Page 37

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Show Exhibit/  
Carpenter \$ 52.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Show Exhibit/  
Carpenter \$ 46.25

**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 Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$21.00	\$26.25	\$34.13	\$42.00

Supplemental benefits per hour:

Apprentices \$ 31.31

8-EXHIB

**Carpenter - Building**

02/01/2017

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**

Nassau: Work performed south of the Southern State Parkway and west of the Seaford Creek.

**WAGES**

Per hour: 07/01/2016

Building:

Carpenter \$ 52.50

**SUPPLEMENTAL BENEFITS**

Per hour worked

Building:

Carpenter \$ 46.25

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building	\$ 21.00	\$ 26.25	\$ 34.13	\$ 42.00

Supplemental benefits per hour for all Apprentices:

Building \$ 31.31

8-NYC Bldg.

**Carpenter - Building / Heavy&Highway**

02/01/2017

**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: 07/01/2016  
Carpenter  
(Building) \$ 48.28  
Carpenter  
(Heavy Highway) \$ 48.28

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter  
Categories \$ 31.21

**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
\$ 23.12	\$ 25.16	\$ 29.22	\$ 33.29

Supplemental Benefits

Per Hour:

All Terms: \$ 17.65

4-Reg.Council Nass/Suff

**Electrician**

02/01/2017

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016  
Telephone and  
Integrated Tele-Data  
System Electrician \$ 36.78

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  
Electrician 16% of  
Hourly Wage  
Paid + \$17.33

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

4-251ela

Electrician

02/01/2017

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016

Electrician

Electrical Maintenance \$ 42.20

"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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician

12% of Hourly

Wage Paid + \$ 16.83

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
	07/01/2016	07/01/2016
1st	12% + \$9.90	3% + \$3.50
2nd	12% + \$10.79	8% + \$4.04
3rd	12% + \$11.70	9% + \$5.06
4th	12% + \$12.59	10% + \$6.81
5th	12% + \$13.48	11% + \$10.76
6th	12% + \$13.66	DNA

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

02/01/2017

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	05/01/2017
Electrician		
Pump & Tank	\$ 40.45	\$ 41.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician		
Pump & Tank	65.25% of *Wage Paid	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	\$ 12.02	\$ 12.32
2nd Term	\$ 16.02	\$ 14.37
3rd Term	\$ 20.02	\$ 16.42
4th Term	\$ 24.03	\$ 18.47
5th Term	\$ 28.04	\$ 24.63
6th Term	\$ 34.04	\$ 28.74

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms	65.25% of *Wage Paid	65.25% of Wage Paid
-----------	----------------------------	---------------------------

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician**

**02/01/2017**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman	\$ 51.00	\$ 51.50
HVAC Controls	51.00	51.50
Fire Alarms	51.00	51.50

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$24.09	16% of Hourly Wage Paid + \$24.96

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 Percentage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%

## **Supplemental Benefits Per Hour:**

	07/01/2016	04/29/2017
1st	3% + \$2.71	3% + \$2.87
2nd	8% + \$4.08	8% + \$4.84
3rd	9% + \$4.95	9% + \$6.04
4th	10% + \$ 6.99	10% + \$8.19
5th	13% + \$10.64	13% + \$11.03
6th	14% + \$17.05	14% + \$17.29

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

# **Electrician**

02/01/2017

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

## **ENTIRE COUNTIES**

Nassau, Suffolk

## **WAGES**

Per Hour:	07/01/2016	04/02/2017
Tree Trimmer/Remover		
Line Clearance Specialist	\$ 31.77	\$32.72
Ground Man (Not to Exceed 20% of Work Force)	\$19.06	\$19.63

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:	07/01/2016	04/04/2017
Tree Trimmer/Remover	19.50% of Hourly	19.75% of Hourly
Line Clearance Specialist and Ground Man	Wage Paid + \$9.41	Wage Paid + \$9.82

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 Lineman**

02/01/2017

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT 4**

## **ENTIRE COUNTIES**

Nassau, Queens, Suffolk

Nassau County DPW

164 of 282  
Page 42

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

# WAGES

## For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2016	04/02/2017
Lineman/Splicer	\$ 52.28	\$ 53.85
Material Man	45.48	46.85
Heavy Equip. Operator	41.82	43.08
Groundman	31.37	32.31
Flagman	23.53	24.23

## For Natural Gasline Construction:

Per Hour:	07/01/2016
Journeyman U.G.Mech.	\$ 44.08

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

# SUPPLEMENTAL BENEFITS

Per Hour:

## Utility Distribution & Transmission Line Construction:

	07/01/2016	04/02/2017
All Classifications	31.5% of Hourly Wage Paid + \$ 11.70	32.0% of Hourly Wage Paid + \$ 11.93

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

## Natural Gasline Construction:

Per Hour:	07/01/2016
Journeyman U.G.Mech.	26% of Hourly Wage Paid + \$11.96

# 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.  
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2016	04/02/2017
All Terms	31% of Hourly Wage Paid + \$11.70	31% of Hourly Wage Paid + \$11.93

4-1049 Line/Gas

# Elevator Constructor

02/01/2017

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  
Nassau County DPW

Prevailing Wage Rates for 07/01/2016 - 08/30/2017  
Last Published on Feb.01.2017

Published by the New York State Department of Labor  
PRG-Number 2017001872-Nassau County

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

# **WAGES**

Per hour:

	07/01/2016	03/17/2017
Elevator Constructor	\$ 60.96	\$ 62.64
Modernization & Service/Repair	47.91	49.14

# **SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 36.86	\$ 38.57
Modernization & Service/Repair	35.87	37.55

# **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 Journeyman's 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	\$ 30.44	\$ 31.96
2nd Term	31.27	32.82
3rd Term	32.61	34.10
4th Term	33.75	35.37
Modernization & Service/Repair		
1st Term	\$ 30.37	\$ 31.89
2nd Term	30.73	32.26
3rd Term	31.87	33.43
4th Term	33.02	34.61

4-1

Glazier

02/01/2017

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:	07/01/2016	11/01/2016 + additional \$.85
Glazier	\$ 53.55	
Scaffolding	\$ 54.55	

Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance \$ 26.88

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

Nassau County DPW

186 of 282  
Page 44

Contract No. S51037-06G

EMERGENCY Water Main Replace-Correctional Ctr

# **SUPPLEMENTAL BENEFITS**

Per Hour paid:	07/01/2016	11/01/2016
Journeyworker	\$ 28.94	\$ 28.94
Repair & Maintenance	17.26	17.28

## **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, B2, 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:

	07/01/2016	11/01/2016
1st term	\$ 18.20	\$ 18.20
2nd term	26.44	26.44
3rd term	31.89	31.89
4th term	42.69	42.69

Supplemental Benefits:

(Per hour worked)

1st term	\$ 14.24	\$ 14.24
2nd term	19.67	19.67
3rd term	21.58	21.58
4th term	25.12	25.12

8-1281 (DC9NYC)

## **Insulator - Heat & Frost**

02/01/2017

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

## **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

## **WAGES**

Per Hour: 07/01/2016 12/26/2016  
Additional

Insulators  
Heat & Frost \$ 64.76 \$1.20/Hr.

## **SUPPLEMENTAL BENEFITS**

Per Hour:

Insulators \$ 32.46  
Heat & Frost

## **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 percentage of Jourymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Nassau County DPW

167 of 282  
Page 43

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Supplemental Benefits-per-hour:

Apprentice Insulator(s)	
1st	\$ 12.98
2nd	19.48
3rd	22.72
4th	25.97

4-12

**Ironworker**

02/01/2017

**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: 07/01/2016

Reinforcing &  
Metal Lathing \$ 54.53

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Reinforcing &  
Metal Lathing \$ 33.05

**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, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.63	\$ 30.63	\$ 33.63	\$ 36.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 11.09	\$ 13.09	\$ 17.05	\$ 18.05

4-46Reinf

**Ironworker**

02/01/2017

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2016 01/01/2017

**IRONWORKER:**

Ironworker Rigger	\$ 58.34	An Additional \$ 1.36
Ironworker Stone Derrickman	\$ 58.34	\$ 1.36

**SUPPLEMENTAL BENEFITS**

Ironworker: \$ 38.85

**OVERTIME PAY**

See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE

\*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.

\*\* Benefits same premium as wages on Holidays only

# HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 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
07/01/2016	\$29.17	\$29.17	\$41.44	\$46.07	\$50.71	\$50.71

Supplemental benefits:

Per hour paid:	\$19.43	\$19.43	\$29.15	\$29.15	\$29.15	\$29.15
----------------	---------	---------	---------	---------	---------	---------

9-197D/R

# Ironworker

02/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 4

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## WAGES

Per hour:	07/01/2016	01/01/2017	07/01/2017
Ornamental	\$ 43.65	\$ 43.90	Additional
Chain Link Fence	43.65	43.90	\$ 1.20/Hr.
Gulch Rail Installation	43.65	43.90	To be allocated

## SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyworker:	\$ 50.16	\$ 51.16

## 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	\$ 38.49	\$ 38.74
2nd Term	39.65	39.93
3rd Term	40.82	41.12
4th Term	43.16	43.51
5th Term	45.49	45.89

4-580-Or

# Ironworker

02/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 4

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## WAGES

PER HOUR:  
Nassau County DPW

Prevailing Wage Rates for 07/01/2016 - 06/30/2017  
Last Published on Feb 01 2017

Published by the New York State Department of Labor  
PRC Number 2017001872-Nassau County

	07/01/2016	01/01/2017	07/01/2017
Ironworker:			
Structural	\$ 49.50	\$ 49.75	Additional
Bridges:			\$ 1.73/hr.
Machinery			to be allocated

**SUPPLEMENTAL BENEFITS**  
PER HOUR:

Journeyman	\$ 70.23	\$ 71.60
------------	----------	----------

**OVERTIME PAY**  
See (B, B1, Q) on OVERTIME PAGE

**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	\$ 25.85	\$ 25.97
2nd	26.45	26.57
3rd - 6th	27.05	27.17

**Supplemental Benefits**

PER HOUR:		
All Terms	48.84	49.76

4-40/361-Str

**Laborer - Building** 02/01/2017

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES:

Per Hour:	07/01/2016	07/01/2017
-----------	------------	------------

Building Laborer	\$ 38.65	Additional \$ 1.40/Hr
------------------	----------	--------------------------

Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	36.00
---	-------

**SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer	\$ 28.91
Asbestos Abatement Worker	16.45

**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	\$ 17.40
Nassau County DPW	

170 of 282  
Page 48

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

2nd Term	20.35
3rd Term	24.83
4th Term	29.66
Benefits per hour	
1st Term	\$ 19.15
2nd Term	21.69
3rd Term	21.94
4th Term	21.94

4-66

**Laborer - Heavy&Highway**

02/01/2017

**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:**

	07/01/2016	06/01/2017
GROUP # 1		
Total Wage Paid	\$ 48.32	Additional
"Base Wage"	42.37	\$ 2.31
GROUP # 2		
Total Wage Paid	\$ 47.08	Additional
"Base Wage"	41.13	\$ 2.27
GROUP # 3		
Total Wage Paid	\$ 43.30	Additional
"Base Wage"	37.35	\$ 2.16

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$5.95 is difference between "Base" and "Total"

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 28.29

After Forty (40) paid hours in a work week

OVERTIME PAY \$ 17.66

**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: \$37.35 X Time and One Half = \$56.02 + \$5.95 = \$61.97

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government 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**

1000 hour(s) Terms at the following Percentage of the Basic Wage except

4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

Nassau County DPW

171 of 282  
Page 49

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Cir

ALL APPRENTICES \$ 28.29  
After Forty(40) paid hours in a work Week  
\$ 17.66

4-1298

Mason

02/01/2017

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2016

Brick/Blocklayer \$ 57.98

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 26.80

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 \$ 16.53

4-1Brk

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2016 12/05/2016

Building: An Additional  
Tile Finisher \$ 42.89 \$ 0.82

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker \$ 20.22\* per hour paid  
plus \$ 8.42 per hour worked

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

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

Nassau County DPW

172 of 282  
Page 60

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Cir

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Building

07/01/2016

01/01/2017

Wages per hour:

Mosaic & Terrazzo Mechanic

\$ 51.82

An additional  
\$1.15

Mosaic & Terrazzo Finisher

50.21

An additional  
\$1.15

**SUPPLEMENTAL BENEFITS**

Journeyworker:

Per hour:

Mosaic & Terrazzo Mechanic

\$ 23.35\* per hour paid plus  
\$ 10.20 per hour worked

Mosaic & Terrazzo Finisher

\$23.35\* per hour paid plus  
\$10.19 per hour worked

**OVERTIME PAY**

See (A, \*E, Q) on OVERTIME PAGE

**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**

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2016	\$ 25.91	\$ 28.50	\$ 31.09	\$ 33.68	\$ 36.27	\$ 38.87	\$ 44.05	\$ 49.23

\* 01/01/2017 Apprentices will receive an increase per the Journeyman's increase.

Supplemental benefits per hour:

07/01/2016	\$ 11.88* plus \$ 5.11**
	\$ 12.84* plus \$ 5.62**
	\$ 14.01* plus \$ 6.12**
	\$ 15.18* plus \$ 6.64**
	\$ 16.35* plus \$ 7.15**
	\$ 17.51* plus \$ 7.66**
	\$ 19.85* plus \$ 8.68**
	\$ 22.18* plus \$ 9.70**

\* Per Hour paid and subject to same premium as overtime wages.

\*\* Per hour worked

9-7/3

Mason - Building

02/01/2017

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour:

07/01/2016

01/01/2017

Nassau County DPW

173 of 282  
Page 31

Contract No. S51037-06G

EMERGENCY Water Main Replace-Correctional Ctr

**Building-Marble Restoration:**

Marble, Stone & Terrazzo Polisher, etc \$ 40.04 \$ 40.33

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:  
Journeyworker:

**Building-Marble Restoration:**

Marble, Stone & Polisher \$ 24.92 \$ 25.45

**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 per cent of Journeyman's wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2016	70%	80%	90%	100%

Supplemental Benefits Per Hour:

07/01/2016	\$ 22.78	\$ 23.50	\$ 24.21	\$ 24.92
------------	----------	----------	----------	----------

9-7/24-MP

**Mason - Building**

02/01/2017

**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: 07/01/2016 01/01/2017

Marble Cutters & Setters \$ 57.32 \$ 57.74

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 33.08 \$ 34.11

**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
07/01/2016	\$22.93	\$25.79	\$28.66	\$31.53	\$34.39	\$37.26	\$40.12	\$42.99	\$45.82
	Nassau County DPW								

01/01/2017: Apprentices will receive an increase per the journeyman's wage increase.

Supplemental Benefits per hour paid at the following term:

1st 07/01/2016	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$23.52	\$24.27	\$25.08	\$25.84	\$26.60	\$27.37	\$28.13	\$28.91	\$30.43	\$31.96 9-7/4

Mason - Building 02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2016 01/01/2017

Marble, Stone, etc.

Maintenance Finishers: \$ 21.96 \$ 22.18

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: \$ 12.65 \$ 12.87

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 07/01/2016  
following percentage  
of journeyman's wage  
rate:

1st term 0-750	70%
2nd term 750-1500	74%
3rd term 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	\$ 12.55
2nd term	13.85
3rd term	13.93
4th term	13.98
5th term	14.07
6th term	14.19

9-7/24M-MF

Mason - Building

02/01/2017

Nassau County DPW

125 of 282  
Page 53

Contract No. S51037-06G

EMERGENCY Water Main Replace-Correctional Ctr

Prevailing Wage Rates for 07/01/2016 - 06/30/2017  
Last Published on Feb.01 2017

Published by the New York State Department of Labor  
PRC Number-2017001872-Nassau County

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2016 12/05/2016  
Additional

Building:  
Tile Setters \$ 55.38 \$ 1.13

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey Worker \$23.34\* per hour paid  
Plus \$8.57 per hour worked

**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	2nd	3rd	4th	5th	6th	7th	8th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251
	750	1500	2250	3000	3750	4500	5250	6000
	\$28.49	\$31.86	\$35.62	\$39.40	\$42.97	\$46.35	\$49.46	\$53.11

Supplemental Benefits per hour:

1st term	\$14.95* plus \$0.74	6th term	\$18.35* plus \$1.56
2nd term	\$15.95* plus \$0.79	7th term	\$15.60* plus \$5.61
3rd term	\$16.25* plus \$1.14	8th term	\$20.35* plus \$6.05
4th term	\$16.85* plus \$1.18		
5th term	\$17.35* plus \$1.52		

9-7/52A

**Mason - Building / Heavy&Highway**

02/01/2017

**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:

07/01/2016

Stone Setter \$ 63.38

Stone Tender \$ 41.11

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 29.10

Stone Tender \$ 18.37

**OVERTIME PAY**

See (\*C, \*\*E, Q) on OVERTIME PAGE  
Nassau County DPW

176 of 282  
Page 54

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

- \* 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 \$ 18.81

4-1Stn

**Mason - Building / Heavy&Highway**

02/01/2017

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2016 01/01/2017

Marble-Finisher \$ 45.66 \$ 1.08

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour paid

Marble-Finisher \$ 31.80

**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**

02/01/2017

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour: 07/01/2016

Cement Mason \$ 47.72

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Cement Mason \$ 31.96

Overtime Rate \$ 39.70

**OVERTIME PAY**

See (\*B1, E2, \*\*Q, \*\*\*V) on OVERTIME PAGE

Prevailing Wage Rates for 07/01/2016 - 06/30/2017  
Last Published on Feb 01/2017

Published by the New York State Department of Labor  
PRC Number 2017001872 - Nassau County

\* Applies to 9th and 10th hours on Saturday

\*\* "Holidays" only for Building Construction

\*\*\* Overtime Rate as Indicated

#### 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	\$ 15.98/OT Rate \$ 19.85
2nd Term	\$ 19.18/OT Rate \$ 23.82
3rd Term	\$ 22.37/OT Rate \$ 27.79

4-780

#### Mason - Heavy&Highway

02/01/2017

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

#### WAGES

Per Hour: 07/01/2016

Pointer, Caulkers &  
Cleaners \$ 50.04

#### SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners &  
Caulkers \$ 26.35

#### 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
\$ 26.52	\$ 27.89	\$ 33.98	\$ 40.80

Apprentices Supplemental Benefits:  
(per hour paid)

\$ 12.10	\$ 16.00	\$ 18.75	\$ 19.60
----------	----------	----------	----------

4-1PCC

#### Operating Engineer - Building

02/01/2017

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":

Nassau County DPW

128 of 282  
Page 58

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 upto & over 150,000lbs), Boiler, Boring Machine, Cherry Picker (over 70 tons), Concrete Pump, Grapple, 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), Belt Scraper, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 Tons), Conveyor-Muller, Dinky 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, Inspection/Safety Boat.

**CLASS "C":**

Concrete Saw/Cutter/Breaker, Curb Machine (asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (all), Roller (dirt), Vac-All (Truck), Jet Pump (Truck), Interior Hoist, Concrete Finish Machine, Concrete Spreader, Hoist (one drum).

**CLASS "D":**

Breaker, Conveyor, Curing Machine, Fork Lift 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), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

**CLASS "E":**

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump (gypsum), Pump (single action diaphragm), Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Vibrator, Deckhand on Work Boat, Inspection/Safety Boat, Trenching Machine (Hand).

	07/01/2016	06/01/2017
Class "AA"	\$ 72.62	Additional
Cranes: Boom length over 100 feet add \$ 1.00 per hour		\$ 3.03/Hr
*** 150 *** \$ 1.50 **		
*** 250 *** \$ 2.00 **		
*** 350 *** \$ 3.00 **		
Class "A"	\$ 60.43	Additional
Add \$3.50 for Hazardous Waste Work		\$ 2.80/Hr
Class "B"	\$ 57.35	\$ 2.68/Hr
Add \$2.50 for Hazardous Waste Work		
Class "C"	\$ 55.29	\$ 2.62/Hr
Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 46.28	\$ 0.00
Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 44.33	\$ 0.00

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes	\$ 34.65
Overtime Rate	26.35

**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 receive Holiday Pay.

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.87
3rd Term	22.33

Supplemental Benefits per hour:

Nassau County DPW

All Apprentices \$ 15.64  
Overtime Rate 5.00

4-138

**Operating Engineer - Building / Heavy&Highway**

02/01/2017

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016 08/01/2016

Well Driller \$ 35.19 \$ 35.75

Well Driller  
Helper \$ 30.80 \$ 31.22

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: 07/01/2016

Well Driller \$ 10% of straight  
& Helper time rate plus \$ 10.90

Additional \$ 3.50 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: 07/01/2015

1st Term \$ 20.84

2nd Term \$ 21.67

3rd Term \$ 22.33

**SUPPLEMENTAL BENEFITS**

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**

02/01/2017

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway  
Nassau County DPW

**DISTRICT 4**

Contract No. S61037-06G

EMERGENCY Water Main Replace-Correctional Ctr

## 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:	07/01/2016	07/01/2017 Additional
Heavy Highway/Building		
Party Chief	\$ 65.67	\$ 2.73
Instrument Man	50.00	2.30
Rodman	42.84	2.10

### SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 33.59

Premium\*:

Heavy Highway/Building \$ 50.38

Premium\*\*:

Heavy Highway/Building \$ 67.18

\* 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 - Heavy&Highway

02/01/2017

**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-Mull, 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/Scrapper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

#### CLASS "C":

Concrete Saw/Cutler/Breaker, Curb Machine (Asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (Hydraulic & 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, Fireman, Hoist (One Drum), Welding Machine (Structural Steel & Pile Work).

#### CLASS "D":

Nassau County DPW

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, Pump (Single Action) (1 to 3  
Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Stripper, Boiler (Thermoplastic), Ridge Cutter, Shot  
Blaster, Conveyor, Curing Machine.

**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, Inspection/Safety Boat.

	07/01/2016	06/01/2017 Additional
Class "AA"	\$ 71.93	\$3.03
Crane: Boom Length over 100 feet add \$ 1.00 per hour		
*** 150' *** \$ 1.50 "		
*** 250' *** \$ 2.00 "		
*** 350' *** \$ 3.00 "		
Class "A"	\$ 63.70*	Additional \$ 2.80
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	\$ 59.54*	\$ 2.68
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	\$ 57.43*	\$ 2.62
*Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 48.18	\$ 0.00
*Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 46.22	\$ 0.00

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE  
D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

**SUPPLEMENTAL BENEFITS**  
Per Hour:

ALL CLASSES \$ 34.90

Note: OVERTIME AMOUNT \$ 26.35

**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**

Wage per hour:

**REGISTERED APPRENTICES**

One (1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

**SUPPLEMENTAL BENEFITS:**

APPRENTICES \$ 15.64  
Note: Overtime Amount \$ 5.60

4-138

**Operating Engineer - Marine Dredging**

02/01/2017

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau County DPW

182 of 282  
Page 60

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:

#### DREDGING OPERATIONS

07/01/2016

##### CLASS A

Operator, Leverman,

\$ 35.63

Lead Dredgeman

##### 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,

\$ 30.81

Tug Operator (over 1000hp),

Operator (r/l), Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder,

\$ 29.01

Boat Operator (licensed)

##### CLASS C

Drag Barge Operator,

\$ 28.22

Steward, Mate,

Assistant Fill Placer,

Welder (please add) \$ 0.06

Boat Operator

\$ 27.30

##### CLASS D

Shoreman, Deckhand,

\$ 22.68

Rodman, Scowman, Cook,

Messman, Porter/Janitor

Oiler (please add) \$ 0.08

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B

07/01/2016  
\$ 9.99 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C

\$ 9.69 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.48

All Class D

\$ 9.39 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.33

### OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

### HOLIDAY

Nassau County DPW

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 28) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew - Consulting Engineer**

02/01/2017

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**

Dutchess: That part in Dutchess 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.

Per hour: 07/01/2016  
Survey Classifications

Party Chief \$ 38.18  
Instrument Man 31.47  
Rodman 27.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 20.20

**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**

02/01/2017

**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: 07/01/2016 (SEE)

Robotic Unit Operator Operator(class D)

Technician/Boller, Generator Operator(classes C&D)

AM Liner/Hydra Seal Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Laborer(Grp#3)

**OVERTIME PAY**

**HOLIDAY**

4-138TrchPREh

**Painter**

02/01/2017

**JOB DESCRIPTION** Painter

**DISTRICT 8**

Nassau County DPW

184 of 282  
Page 82

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2016
Brush	\$ 46.85
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	46.85
Spray & Scaffold	49.85
Fire Escape	49.85
Decorator	49.85
Paperhanger/Wall Coverer	48.72

**SUPPLEMENTAL BENEFITS**

Per hour worked:	07/01/2016
Paperhanger	\$ 25.79
All others	22.47
Premium*	24.97*

\*Applies only to "All others" category, 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)

	07/01/2016
Appr 1st term...	\$ 17.85
Appr 2nd term...	23.26
Appr 3rd term...	28.14
Appr 4th term...	37.52
Supplemental benefits: (per Hour worked)	
Appr 1st term...	\$ 11.73
Appr 2nd term...	14.42
Appr 3rd term...	16.70
Appr 4th term...	21.20

8-NYDC9-B/S

**Painter** 02/01/2017

**JOB DESCRIPTION** Painter

DISTRICT 8

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Cederhurst, 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:	07/01/2016
Drywall Taper	\$ 46.85

Nassau County DPW

185 of 282  
Page 83

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

#### SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2016  
Journeyman \$ 22.47

#### 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

Wages(per Hour) 07/01/2016

1500 hour terms at the following wage rate:

1st term	\$ 17.85
2nd term	\$ 23.26
3rd term	\$ 28.14
4th term	\$ 37.52

Supplemental Benefits per hour:

One year term (1500 hours) at the following dollar amount:

1st year	\$ 11.73
2nd year	\$ 14.42
3rd year	\$ 16.70
4th year	\$ 21.20

8-NYDCT9-DWT

#### Painter

02/01/2017

#### JOB DESCRIPTION Painter

DISTRICT 8

#### ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

#### PARTIAL COUNTIES

Nassau: Atlantic Beach, Cedarhurst, 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 & Lakoville Rd going north to northern Blvd. the west side of Lakeville Rd 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 & Sands Point, Manor Haven, & Harbour Acres.

#### WAGES

Per hour: 07/01/2016 12/26/2016

Drywall Tapor \$ 51.46 \$ 51.98

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2016 12/28/2016

Journeyworker: \$ 18.97 \$ 18.97

#### 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).

	07/01/2016	12/28/2016
1st year	\$ 19.03	\$ 19.23
2nd year	\$ 30.93	\$ 31.23
3rd year	\$ 41.21	\$ 41.61

Nassau County DPW

186 of 282  
Page 64

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	\$ 11.25	\$ 11.25
2nd term	\$ 15.02	\$ 15.02
3rd term	\$ 17.00	\$ 17.00

8-NYC9-1974-DWT

**Painter - Bridge & Structural Steel**

02/01/2017

**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: 07/01/2016

From May 1st to Nov. 15th -

\$ 49.00  
+ 6.13\*

From Nov. 16th to April 30th -

\$ 49.00  
+ 6.13\*

\*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 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: 07/01/2016

From May 1st to Nov. 15th -

Hourly Rate up to 40 hours \$ 29.95  
Hourly Rate after 40 hours 7.50

From Nov. 16th to April 30th -

Hourly Rate up to 50 hours 29.70  
Hourly Rate after 50 hours 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

07/01/2016

1st 90 days \$ 22.05  
1st year after 90 days 22.05

Nassau County DPW

187 of 282  
Page 65

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

2nd year	33.08
3rd year	44.10

Supplemental Benefits per hour worked:

	07/01/2016
1st 90 days	\$ 9.23
1st year after 90 days	11.98
2nd year	17.97
3rd year	23.96

8-DC-9/806/155-BrSS

**Painter - Line Striping**

02/01/2017

**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):	07/01/2016
Striping-Machine Operator*	\$ 27.11
Lineman 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, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2016
Journeyworker:	

Striping-Machine operator	\$ 14.18
Lineman Thermoplastic	\$ 14.55

**OVERTIME PAY**

See (B, E, E2, F, 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**

02/01/2017

**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**

	07/01/2016	06/01/2017
Metal Polisher	\$ 28.88	\$ 29.73
Metal Polisher**	29.83	30.68
Metal Polisher***	32.38	33.23

\*\*Note: Applies on New Construction & complete renovation

\*\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Nassau County DPW

188 of 282  
Page 88

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Per Hour:	07/01/2016	06/01/2017
-----------	------------	------------

Journeyworker:		
All classification	\$ 9.26	\$ 9.41

**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:

	07/01/2016
1st year	\$ 11.75
2nd year	13.00
3rd year	15.75

Supplemental benefits:  
Per hour paid:

1st year	\$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

Plumber	02/01/2017
---------	------------

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**  
Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2016	05/10/2017
-----------	------------	------------

Plumber/ PUMP & TANK	\$ 43.99	\$ 44.24
-------------------------	----------	----------

**SUPPLEMENTAL BENEFITS**

Plumber	\$ 24.23	\$ 25.23
---------	----------	----------

**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 Benefits Per Hour:

1st Term	\$12.72	\$13.31
2nd Term	\$13.36	\$13.95

Nassau County DPW

189 of 282  
Page 67

Contract No. S81037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

3rd Term	\$13.77	\$14.77
4th Term	\$14.15	\$15.15
5th Term	\$17.38	\$18.38

4-200 Pump & Tank

**Plumber**

02/01/2017

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016 11/01/2016

Plumber \$ 50.48 \$ 50.98

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 35.97 \$ 37.47

**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:

	07/01/2016	11/01/2016
1st Term	\$ 23.45	\$ 23.95
2nd Term	25.76	26.26
3rd Term	27.13	27.63
4th Term	28.62	29.12
5th Term	30.20	30.70

4-200

**Plumber**

02/01/2017

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

07/01/2016

Plumber  
MAINTENANCE ONLY \$ 30.30

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 \$ 15.15

**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 Maintenance

**Roofer**

02/01/2017

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2016

**ROOFER/Waterproofers**

Total Wage \$ 43.75  
to be Paid

"Base" Wage 39.75\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofers \$ 27.86

**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: \$39.75 x time and one half = \$59.63 + \$4.00 = \$63.63 )

**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:**

07/01/2016

1st Term	\$ 7.68
2nd Term	9.60
3rd Term	19.50
4th Term	22.29

4-154

**Sheetmetal Worker**

02/01/2017

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2016

Sign Erector \$ 46.85

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Sign Erector \$ 42.34

**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:

Nassau County DPW

181 of 282  
Page 69

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Prevailing Wage Rates for 07/01/2016 - 06/30/2017  
Last Published on Feb 01 2017

Published by the New York State Department of Labor  
PRC Number 2017001872 - Nassau County

6 month Terms at the following percentage of Sign Erectors wage rate:

1st 35%	2nd 40%	3rd 45%	4th 50%	5th 55%	6th 60%	7th 65%	8th 70%	9th 75%	10th 80%
------------	------------	------------	------------	------------	------------	------------	------------	------------	-------------

**SUPPLEMENTAL BENEFITS**

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$11.78	\$13.35	\$14.93	\$16.49	\$23.12	\$26.13	\$27.87	\$29.95	\$32.04	\$34.11

4-137-SE

**Sheetmetal Worker**

02/01/2017

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour: 07/01/2016 08/01/2016

Sheetmetal Worker

\$ 51.85 \$ 63.22

Temporary Operation or  
Maintenance of Fans

42.46 42.58

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sheetmetal Worker

\$ 43.54 45.04

Maintenance Worker

43.54 45.04

**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 & 2nd Term	\$ 17.83	\$ 18.67
3rd & 4th Term	22.91	23.98
5th & 6th Term	28.00	29.29
7th Term	35.64	37.28
8th Term	38.18	39.83
9th Term	40.73	42.59

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 15.76	\$ 16.49
3rd & 4th Term	21.80	22.75
5th & 6th Term	25.58	26.79
7th Term	31.27	32.84
8th Term	33.17	34.88
9th Term	35.07	36.84

4-28

**Steamfitter**

02/01/2017

**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

Nassau County DPW

192 of 282  
Page 70

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

**WAGES:**

Per Hour: 07/01/2016 01/01/2017

AC Service/Heat Service \$ 39.50 \$ 39.50  
Steamfilter Maintenance

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).

**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 12.00 \$ 12.75  
Steamfilter Maintenance

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

**Steamfilter**

02/01/2017

**JOB DESCRIPTION** Steamfilter

DISTRICT 4

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES:**

Per Hour: 07/01/2016

Steam/Sprinkler \$ 61.06  
Filter

Temporary \$ 46.42  
Heat & AC

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Steam/Sprinkler \$ 47.27  
Filter

Temporary \$ 38.78  
Heat & AC

**OVERTIME PAY**

See (C, \*D, O, V) on OVERTIME PAGE

(\*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinkler 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
\$ 24.46	\$ 30.56	\$ 39.71	\$ 48.86	\$ 51.91

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 19.30	\$ 23.92	\$ 30.81	\$ 37.72	\$ 40.02

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

02/01/2017

**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**

07/01/2016

Asphalt Delivery

\$ 35.535

**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**

07/01/2016

Asphalt Delivery

\$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour:

**Heavy Construction Work**

**TRUCK DRIVER**

07/01/2016

Asphalt Delivery

\$ 41.76

**Light Construction Work**

**TRUCK DRIVER**

07/01/2016

Asphalt Delivery

\$ 11.55

**OVERTIME PAY**

See (B, \*B2, E, \*\*, 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**

02/01/2017

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2016

Trailers

\$ 32.13

Straight Jobs

\$ 32.43

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

Nassau County DPW

07/01/2016  
\$ 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**

02/01/2017

**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, 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**

07/01/2016

Concrete Delivery

\$ 37.895

**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**

07/01/2016

Concrete Delivery

\$ 34.945

**SUPPLEMENTAL BENEFITS**

Per Hour:

**Heavy Construction Work**

07/01/2016

Concrete Delivery

\$ 38.275

**Light Construction Work**

07/01/2016

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**

02/01/2017

**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.

07/01/2016

Nassau County DPW

185 of 282  
Page 73

Contract No. S51037-06G  
EMERGENCY Water Main Replace-Correctional Ctr

Site Excavating  
(Chauffeurs) \$ 35.535

**Light Construction Work:**

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects, Parking Lots and Office Buildings.

07/01/2016  
Site Excavating  
(Chauffeurs) \$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2016

Heavy Construction Work  
Chauffeurs \$ 41.7525

Light Construction Work  
Chauffeurs \$ 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 work 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

**Welder**

02/01/2017

**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 07/01/2016

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the "Certified Welder" rate in that trade tag will be paid.

**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.

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

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

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, 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.

## 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 Year's
- (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 01/04/2017

Article 8

AGENCY	PLS/DO/NO	FEIN	EMPLOYER NAME	EMPLOYER DEA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715 NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	****0986	A-1 CONSTRUCTION & RENOVATION INC		1873 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****9095	ABDO TILE CO		8179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	08/25/2010	07/02/2017
DOL	DOL	****9095	ABDO TILE COMPANY		8179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/26/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****5488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1219	ABSOLUTE GENERAL CONTRACTING INC		1228 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	09/27/2013	09/27/2018
DOL	DOL	****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19116	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19116	02/05/2014	02/05/2019
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2016	11/10/2020
DOL	DOL	****7684	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWIGBE		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	****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 236 EAST AURORA NY 14052	07/29/2016	07/29/2020
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		13153 ROBERTS RD SAUGUOIT NY 13458	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUE BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2016	11/10/2020
DOL	DOL	****8740	ALL STATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/18/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUGUOIT NY 13458	08/09/2016	08/09/2021
DOL	DOL	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPAU		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 4455 MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08062	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 55TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

NYSDOL Bureau of Public Work Department List 01/04/2017

Article 8

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2530 HAMBURG TURNPIKE LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
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		167 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****3295	APOLLO PAINTING CORP		3 ALAN B SHEPARD 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	NYC	****8232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	****3653	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/16/2018
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****5046	ATLANTIC SUN CONSTRUCTION CORP		58-46 58TH AVENUE MASPETH NY 11378	05/06/2015	05/06/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32084	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		8409 LAND O LAKES BLVD LAND O LAKES FL 34630	11/10/2015	11/10/2020
DOL	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12583	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIGGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****8551	BRANDY'S MASONRY		218 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2015	08/09/2021
DOL	NYC	****6556	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREET NEW MILFORD CT 06778	01/15/2016	01/15/2021
DOL	DOL	****8156	G & J LANDSCAPING & MAINTENANCE INC		526 PINE HILL ROAD CHESTER NY 10540	06/23/2014	06/23/2019
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		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 84 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
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	06/04/2012	05/04/2017

NYS DOL Bureau of Public Work Debarment List 01/04/2017

Article 8

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 KISCO 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	****5172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10985	05/15/2014	04/02/2020
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		226 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****5745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10985	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		218 WESTBROOK STREET P O BOX 3045AYRE PA 18840	08/08/2016	08/08/2021
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC		51 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	****3380	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
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	11/16/2013	11/16/2018
DOL	DOL	****2703	CONKLIN'S TECH. MECHANICAL INC		5 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	NYC	****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****0507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5628	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/18/2016	02/18/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11380	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTING STATION NY 11746	03/08/2016	03/08/2021

NYS DOL Bureau of Public Work Debarment List 01/04/2017

Article 8

DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/18/2018
DOL	NYC	****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2501 ROUTE 65POUGHQUAG NY 12670	02/19/2016	02/19/2021
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 McDULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		630 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 325 RABRO DRIVE - SUITE 1HALPPAUGE NY 11768	08/09/2016	08/09/2021
DOL	DOL	****9668	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		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEEVER		731 WARMICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11408	09/02/2015	09/02/2020
DOL	DA	****6788	DOL	DBA NAME QMC	BUILDING 12 ALBANY NY 12240	12/01/2017	12/01/2018
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11059	09/24/2012	09/02/2020
DOL	NYC	****7404	DOSAN, H CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B JINGHAMTON NY 13904	02/04/2018	02/04/2021
DOL	DOL	****6982	DUFOR GROUP INC	DUFOR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	****6840	DYNA CONTRACTING INC		363 68TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		8408 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	38 ABERGOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****1468	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	****8011	ECO CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST ISLIP NY 11795	04/18/2014	04/18/2019
DOL	NYC	****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019

NYSDOL Bureau of Public Work Debarment List - 01/04/2017

Article 8

DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
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	06/24/2013	11/16/2018
DOL	DOL	****0760	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/2002
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 PREGAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	****3270	EMPIRE TILE INC		5 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & 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 PLSTE 101 EAST ORANGE NJ 07016	12/30/2013	12/30/2018
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2278 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8951	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		41 LEGBORN 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		2278 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2278 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2278 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
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		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	8179 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

NYS DOL Bureau of Public Work Debarment List 01/04/2017

Article 8

DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6787	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****4548	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS 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		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	****1076	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	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2018	07/08/2018
DOL	DOL		GUS PAPASTEFANO		C/O D & G PAINTING & DECOR 53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 5 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALLSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/19/2013	09/19/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07066	08/04/2014	08/04/2019
DOL	AG	****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/26/2016	02/26/2021
DOL	NYC		HAROLD KUEMMEL		58-B3 64TH STREET MASPETH NY 11378	02/26/2015	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/16/2012	08/16/2017
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		384 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8428	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 886 MADISON AVENUE PATERSON NJ 07601	01/03/2013	01/03/2018
DOL	AG	****0000	J A M CONSTRUCTION CORP		SUITE 125 295 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10857	04/07/2016	04/07/2021

NYS DOL Bureau of Public Work Debarment List — 01/04/2017

Article 8

DOL	DOL	****7596	J M RICH LLC		P O BOX 288 STILLWATER NY 12170	08/16/2018	03/21/2019
DOL	DOL	****3476	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07608	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 288 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	****9368	J TECH CONSTRUCTION		P O BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2016	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10988	10/16/2013	10/16/2018
DOL	DOL	****8627	JAG I LLC		685 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	****2889	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		81 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2016	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAILSUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2016	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 126 266 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2016	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/09/2020
DOL	DOL		JASON M RICH		P O BOX 288 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14488	02/19/2018	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 4465MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		620 PINE HILL ROAD CHESTER NY 10840	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/16/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10988	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 6445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUESWEGO NY 13126	09/12/2016	09/12/2021
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	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14488	01/28/2013	01/28/2018
DOL	DOL	****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14488	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		281 MILL ROAD P O BOX 290EAST AURORA NY 14052	07/29/2016	07/29/2020
DOL	DOL	****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	P O BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2016	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020

NYSDOL Bureau of Public Work Debarment List — 01/04/2017

Article 8

DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10719	03/19/2015	03/19/2020
DOL	DOL	****4340	JUBCO SITE DEVELOPMENT LLC		482 LAKEVIEW AVENUE VALHALLA NY 10985	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/2002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/09/2013	07/09/2018
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 AVENUE NEW CITY NY 10956	04/16/2013	04/16/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		28A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 48 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		G/O SOLUTION MATTERS INC 195 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2016	11/19/2020
DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/16/2013	04/16/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRZYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12583	01/06/2012	01/06/2017
DOL	DOL	****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DA	****5816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/18/1998	08/18/1998
DOL	DOL	****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
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 DRIVE KENMORE 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		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTOR G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4388	LEN J CONSTRUCTION LLC		P O BOX 10007 ALBANY NY 12201	06/24/2016	06/24/2021
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		C/O LEN J CONSTRUCTION LL P O BOX 10007 ALBANY NY 12201	06/24/2016	06/24/2021

NYS DOL Bureau of Public Work Debarment List 01/04/2017

Article 8

DOL	DOL		LINDSEY R GRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****8453	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	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	****8857	M B DIN CONSTRUCTION INC		8831 20TH AVENUE SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****5317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****8590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		36 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2008
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2008
DOL	DOL		MAR CONTRACTING CORP		520 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 AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		5409 LAND O LAKES BLVD LAND O LAKES FL 34838	11/10/2015	11/10/2020
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 11355	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11355	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 KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12503	12/04/2015	12/04/2020
DOL	DOL	****8416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/28/2015	08/08/2021
DOL	DOL	****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11238	02/05/2013	02/05/2018
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		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019

NYSDOL Bureau of Public Work Debarment List 04/04/2017

Article 8

DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/08/2021
DOL	DOL	****9199	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	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 80TH 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	11/26/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N GHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2016	11/17/2020
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE-STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11358	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	****3613	MZM CORP		183 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	****6998	NEW YORK INSULATION INC		58-48 58TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	****4839	NEW YORK RIGGING CORP		58-83 64TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
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	03/03/2018
DOL	DOL	****5278	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	NYC	****1969	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11395	05/15/2015	05/15/2020
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
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	****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019

Article 8

DOL	NYC		ORSON ARROYO		C/O METRO DUOT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/18/2020
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 FL NEW YORK NY 10038	03/12/2014	03/12/2019
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 603 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2019
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPEITH NY 11378	11/18/2013	11/18/2019
DOL	DOL	****2889	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3690 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2018	08/25/2021
DOL	DOL	****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIAN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 857 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		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11239	09/02/2015	09/02/2020
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	11/15/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2018	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 50TH STREET #7M NEW YORK NY 10019	06/16/2014	06/10/2019
DOL	DOL	****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		85-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/2003
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3258 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		126A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUGUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020

NYS DOL Bureau of Public Work Debarment List 01/04/2017

Article 8

DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****3869	ROCHESTER ACOUSTICAL CORP		P O BOX 789 HILTON NY 14486	02/19/2015	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	****7003	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTRIC CORP 3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2018
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTH BRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTION 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	****5030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTION 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	****6566	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/16/2013	09/16/2018
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07065	07/09/2010	02/23/2017
DOL	NYC	****4834	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07668	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEN SHEDDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-08 208TH STREET BAYSIDE NY 11369	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEIGHORN COURT NEW YORK NY 11748	11/25/2012	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

NYSDOL Bureau of Public Work Department List 01/04/2017

Article 8

DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367 LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****9876	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		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457 CONSTABLEVILLE NY 13325	01/29/2016	01/29/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2016	04/14/2020
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWA ATLANTA GA 30318	12/01/2016	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2016	12/01/2020
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	****8243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 288 STILLWATER NY 12170	09/16/2013	03/21/2019
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 82ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****2734	THREE FRIENDS CONSTRUCTION CORP		588 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	****8253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457 CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 82ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUCUNOIT NY 13456	08/08/2016	08/09/2021
DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 58TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	****6814	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	****8407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	08/23/2016	08/23/2021
DOL	AG	****8490	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	NYC		VALERIE VISCONTI		348 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		630 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 CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

NYSDOL Bureau of Public Work Debarment List - 01/04/2017

Article 8

DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13834	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		208 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 DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREET WEST ISLIP NY 11790	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****5195	WILSON BROTHER DRYWALL CONTRACTORS		33 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		325 RABRO DRIVE - SUITE 1 HAUPPAUGE NY 11788	08/08/2016	08/08/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7A BROOKLYN NY 11229	08/24/2012	09/18/2020

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

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, nays: 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 single 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 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, 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 or 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 owned 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 of 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 requested for ultra low sulfur diesel fuel pursuant to paragraph c 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. Surge*  
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 (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.

NO TEXT ON THIS PAGE

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: \_\_\_\_\_  
Clerk, Nassau County Legislature

Approved: \_\_\_\_\_  
Commissioner of Public Works

\_\_\_\_\_  
Contractor

Corporate  
Seal

By \_\_\_\_\_ L.S.  
Party of the Second Part

APPROVED AS PER CHARTER

\_\_\_\_\_  
Deputy County Attorney

Approved: \_\_\_\_\_  
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, who executed the foregoing instrument for the municipal corporation described herein, 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       day of       , 201 , before me personally appeared       , Deputy County Executive of the County of Nassau, who executed the foregoing instrument for the municipal corporation described herein, 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.

\_\_\_\_\_  
Notary Public

NO TEXT ON THIS PAGE

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 resides at                      ; That  
he is the                      of                      ,  
the Corporation described herein; That he executed the  
foregoing instrument for said corporation; 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, That he  
signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

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 duly  
acknowledge that he executed the same as for the act and deed  
of said firm.

\_\_\_\_\_  
Notary Public

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 duly  
acknowledge to me that he executed the same.

\_\_\_\_\_  
Notary Public

NO TEXT ON THIS PAGE

CONTRACT ADVISEMENT FORM, NUMIS #550

**NO TEXT ON THIS PAGE**

CONTRACT INSURANCE

CONTRACTOR'S INSURANCE  
WORKER'S COMPENSATION INSURANCE  
BUILDER'S RISK INSURANCE

OWNER'S PROTECTIVE INSURANCE

NO TEXT ON THIS PAGE

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that \_\_\_\_\_ (hereinafter called the  
"Contractor") and \_\_\_\_\_ a corporation created  
and existing under the laws of the State of \_\_\_\_\_, and  
licensed to do business in the State of New York, having its principal  
office in the city of \_\_\_\_\_ (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

\_\_\_\_\_ Dollars (\_\_\_\_\_)  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20

WHEREAS, said Contractor has entered into a certain written contract,  
bearing even date with these premises with the COUNTY OF NASSAU, for  
the

\_\_\_\_\_ 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

**NO TEXT ON THIS PAGE**

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

NO TEXT ON THIS PAGE

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.

\_\_\_\_\_  
Contractor

by \_\_\_\_\_ (L.S.)

(Corporate seal of Contractor if a corporation)

by \_\_\_\_\_ (L.S.)

Title

by \_\_\_\_\_ (L.S.)

Title

\_\_\_\_\_  
Surety

by \_\_\_\_\_ (L.S.)

Title of Officer

Attest: \_\_\_\_\_ (L.S.)

Title of Officer

(Corporate seal of Surety)

**NO TEXT ON THIS PAGE**

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ of the \_\_\_\_\_ 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

(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

Page 4

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before personally came  
to me  
Known, who being by me duly sworn, did depose and say that he resides  
in \_\_\_\_\_

that he is the \_\_\_\_\_ of the  
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 \_\_\_\_\_ further said  
that he is acquainted with \_\_\_\_\_ and knows him  
to be the \_\_\_\_\_ of said company; that the signature  
of the said \_\_\_\_\_ subscribed to the within instrument is  
in the genuine handwriting of the said \_\_\_\_\_  
and was subscribed thereto by like order of the Board of Directors, and  
in the presence of him, the said \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NO TEXT ON THIS PAGE

POWER OF ATTORNEY  
FINANCIAL STATEMENT

Page 6

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

Page 7

**NO TEXT ON THIS PAGE**

LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_ as Principal,  
(Here insert the name and address, or legal title, of the Contractor)

hereinafter called Principal, and \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_, and licensed  
to do business in the State of New York, with its home office in

\_\_\_\_\_, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Nassau, as Oblige, here-  
in-after called Owner, for the use and benefit of claim-ants as herein  
below defined, in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) (Here insert a sum equal to the contract price), for the payment whereof  
Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and as-signs, jointly and severally, firmly  
by these presents.

WHEREAS,  
Principal has by written agreement dated \_\_\_\_\_ entered into  
a contract with Owner for,

\_\_\_\_\_ 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.

**NO TEXT ON THIS PAGE**

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 \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Contractor

by \_\_\_\_\_ (L.S.)

(Corporate seal of  
Contractor  
Title if a corporation)

by \_\_\_\_\_ (L.S.)

Title

\_\_\_\_\_  
Surety

by \_\_\_\_\_ (L.S.)

Title of Officer

(Corporate seal  
of Surety)

Attest: \_\_\_\_\_ (L.S.)

Title of Officer

Page 2

**NO TEXT ON THIS PAGE**

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ 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

(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

NO TEXT ON THIS PAGE

(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 \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
Known, who being by me duly sworn, did depose and say that he resides  
in \_\_\_\_\_

that he is the \_\_\_\_\_ of the  
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  
further said that he is acquainted with \_\_\_\_\_  
and knows him to be the \_\_\_\_\_ of said company;  
that the signature of the said \_\_\_\_\_  
and was subscribed thereto by like order of the Board of Directors, and  
in the presence of him, the said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

NO TEXT ON THIS PAGE

POWER OF ATTORNEY  
FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

Page 6

NO TEXT ON THIS PAGE

**Scope of work for the Nassau County Correctional Facility water service  
reinforcement and redundant service installation**

**Background:** The Nassau County Correctional Facility is located at 100 Carman Avenue, East Meadow New York. Water to the facility is provided by the Town of Hempstead. The existing "E" building on the north end of the campus currently has a single domestic water service that has failed numerous times in the past several years resulting in water outages to the facility for extended periods of time. The intent of this scope of work is to install a secondary or redundant service. The services should be installed in such a fashion that they service the jail concurrently and also have the ability to service the facility individually. In addition the project will reinforce and replace where necessary the exiting 12 inch service to the facility.

The existing water service configuration as indicated on the attached plan is as follows;

The 24 inch water main located on the west side of Carman Avenue in a north to south orientation has a cross connection to a 12 inch feed that crosses from west to east into the facility property. The feed continues easterly around the electrical substations and continues easterly to an existing cross connection on Clearmeadow Drive. That cross connection is closed via a valve configuration. The Clearmeadow area is serviced by a different district with significantly different water pressures. Along the east to west run east of the electrical substations is a 12 inch tee that feeds the meter pit and Reduced Pressure Zone (RPZ). A six (6) inch service exits the meter pit and runs northward to the building then turns westward where it enters the pump room located in the facility basement in the grass area between the two front door entrances to the building. As a result of several water main breaks over the past 2-3 years the 12 inch main has been replaced from the western edge of the parking area to the electrical substation. Only approximately 45 linear feet in the vicinity of main valve M-300 is original.

Further to the south along Carman Avenue the 24 inch water main has a cross connection to a 10 inch main that has a north south orientation along Carman Avenue. At the northern boundary of the facility property the main has an interconnection with the neighboring Hicksville Water District. That cross connection is closed via a valve configuration. On the north side of the north entrance to the facility the 10 inch main contains two (2) valves that tee to the east into the facility. The valves are indicated on the attached map as main valve M-192 and M-850. The map indicates the line (believed to be 6 inch) associated with valve M-192 feeds the facility fire loop. It is believed that the line associated with main valve M-850 was at one time a domestic feed (possibly used prior to the jail re-construction). It is undetermined if that line still exists. Previous field investigations have indicated that these valves are not represented accurately and the lines are actually reversed with valve M-850 feeding the fire loop.

**Proposed work:**

**1) Installation of secondary potable service**

The installation of a new service from the existing 10 inch main on Carman Avenue at Valve M-850 (or valve M-192) to the pump room located in the basement of "E" building between the two front doors. The run is approximately 325 linear feet. This service will require the installation of a new meter and RPZ as required by the Nassau County Department of Health and the Town of Hempstead.

**2) Replacement of existing water main.**

Replacement of the existing 12 inch water main that feeds the Nassau County Correctional Facility's "E" Building. The replacement will be in three (3) separate parts;

- a) Approximately 185 linear feet from the 24 inch water main located on the west side of Carman Avenue to the recently installed 12 inch main at the western edge of the parking lot immediately south of "E" building.
- b) Approximately 45 linear feet of 12 inch main is to be installed in the vicinity of main valve M-300 including the 12 inch x 10 inch tee and new 10 inch valve. This section of main will connect the previously installed mains to the west and east of valve M-300. The previously installed 12 inch water main extends to the eastern edge of the same parking area.
- c) Approximately 500 linear feet of 12 inch main beginning at the eastern edge of the parking area and mirror the existing main which travels south and then west along the southern boundary of the electrical substation then northerly along the eastern boundary of the substation and then easterly to the exiting meter pit.

An alternative proposal for part c above will be the installation of a new 12 inch main from the parking lot directly to the building pump room located in the basement of the building between the two front doors. This proposal shall include the installation of a new meter pit and RPZ as required by the Nassau County Department of Health and the Town of Hempstead. In addition it would include the installation of approximately 80 linear feet of 12 inch main beginning from the north east corner of the parking lot traveling southbound and connecting to existing hydrant H-542. The main will be connected to the recently replaced 12 inch main located in the north east corner of the parking lot. In this scenario the existing main between hydrant H-542 and the existing meter pit and feed to the building would be abandoned. Viability of this alternate will be determined after site conditions are verified regarding the implications of abandoning the existing meter pit and service.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the

contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead.

Upon completion of the project as built drawings will be prepared and provided to the County.

The intent of this modification is to allow both services to feed the building in unison and provide an opportunity to operate independently if either service requires repair. The proposal should include an engineering evaluation verifying that the services will run in unison and not competing. The goal being to avoid one service becoming stagnant because of a non-flowing condition. Location and design of meter pits and RPZ devices should be included and meet all necessary standards and requirements of Nassau County and the Town of Hempstead.

This is a time sensitive project. As such the proposal should include a time frame for both the start of work from the issuance of a Notice to Proceed and a job duration schedule from start to completion.

The Nassau County Correctional Facility is a secured site. As such any personnel entering the building will be subject to security screening as dictated by the Sheriff's Office.

The County will hold a job site meeting on Tuesday, February 28, 2017 at 10 am. The site meeting will provide an opportunity to evaluate site conditions, verify quantities and clarify any questions regarding the project. Hard copies of the existing water main utility drawings will be provided at the site meeting.

NO TEXT ON THIS PAGE

## ITEM 500 – TASK 1: INSTALLATION OF VARIOUS SIZE WATER MAINS

1. Description. Under this item the Contractor shall furnish and install various size water main in accordance with the Plans, Specifications, and directions of the Engineer.

2. Materials and Method. The installation of a new 10 inch valve north of existing valve M-850. The installation of a new service from the existing 10 inch main on Carman Avenue at Valve M-850 (or valve M-192) to the grass area immediately in front of the two main door entrances to "E" building. The installation of a valve configuration that allows concurrent flow of the new service with the existing service and also allows for the isolation of each service. The run is approximately 325 linear feet. This service will require the installation of a new meter, meter pit and RPZ as required by the Nassau County Department of Health and the Town of Hempstead.

Replacement of the existing 12 inch water main that feeds the Nassau County Correctional Facility's "E" Building. The replacement will be in two (2) separate parts; Approximately 185 linear feet from the 24 inch water main located on the west side of Carman Avenue to the recently installed 12 inch main at the western edge of the parking lot immediately south of "E" building.

Approximately 45 linear feet of 12 inch main is to be installed in the vicinity of main valve M-300 including the 12 inch x 10 inch tee. This section of main will connect the previously installed mains to the west and east of valve M-300. The previously installed 12 inch water main extends to the eastern edge of the same parking area.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead.

Location and design of meter pits and RPZ devices should be included and meet all necessary standards and requirements of Nassau County and the Town of Hempstead.

Refer to the Scope of Work for additional rules and requirements.

3. Measurement and Payment. Payment for this item will be made on a lump sum basis.

4. Basis of Payment. The amount bid shall include, but will not be limited to all labor, materials, tools, equipment, mobilization, maintenance protection plan, restoration and incidentals necessary to satisfactorily complete the required work.

NO TEXT ON THIS PAGE

ITEM 501 – TASK 2: INSTALLATION OF 500' OF WATER MAIN

1. Description. Under this item the Contractor shall furnish and install water main in accordance with the Plans, Specifications, and directions of the Engineer.

2. Materials and Method. Install approximately 500 linear feet of 12 inch main beginning at the eastern edge of the parking area and mirror the existing main which travels south and then west along the southern boundary of the electrical substation then northerly along the eastern boundary of the substation and then easterly to the exiting meter pit.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead.

Location and design of meter pits and RPZ devices should be included and meet all necessary standards and requirements of Nassau County and the Town of Hempstead.

Refer to the Scope of Work for additional rules and requirements.

3. Measurement and Payment. Payment for this item will be made on a lump sum basis.

4. Basis of Payment. The amount bid shall include, but will not be limited to all labor, materials, tools, equipment, mobilization, maintenance protection plan, restoration and incidentals necessary to satisfactorily complete the required work.

NO TEXT ON THIS PAGE

ITEM 502 -- TASK 3: ALTERNATIVE TO INSTALLATION OF 500' OF WATER MAIN

1. Description. Under this item the Contractor shall furnish and install water main in accordance with the Plans, Specifications, and directions of the Engineer.

2. Materials and Method. An alternative proposal for Task 2 above will be the installation of a new 6 inch main from the 12 inch main located in the parking lot south of "E" building directly to the grass area immediately in front of the two main door entrances to "E" building. This service will be connected to the valve configuration described in Task 1. This proposal shall include the installation of a new meter, meter pit and RPZ as required by the Nassau County Department of Health and the Town of Hempstead. In addition it would include the installation of approximately 80 linear feet of 12 inch main beginning from the north east corner of the parking lot travelling southbound and connecting to existing hydrant H-542. The main will be connected to the recently replaced 12 inch main located in the north east corner of the parking lot. In this scenario the existing main between hydrant H-542 and the existing meter pit and feed to the building would be abandoned. Viability of this alternate will be determined after site conditions are verified regarding the implications of abandoning the existing meter pit and service.

At no point during the project will water service be interrupted to the facility without prior notification. Service outages will be limited to service connections and other essential disruptions. Time frames for these service interruptions will be scheduled in advance.

All workmanship and materials will be in conformance with AWWA, Nassau County and Town of Hempstead standards. Subsequent to the installation of these new water mains the contractor will execute all required disinfection and testing procedures as required by both the Nassau County Department of Health and the Town of Hempstead. The acquisition of all permits, approvals or other documentation required from the Nassau County Health Department, Town of Hempstead or any other municipality or organization will be responsibility of the contractor.

Location and design of meter pits and RPZ devices should be included and meet all necessary standards and requirements of Nassau County and the Town of Hempstead.

Refer to the Scope of Work for additional rules and requirements.

3. Measurement and Payment. Payment for this item will be made on a lump sum basis.

4. Basis of Payment. The amount bid shall include, but will not be limited to all labor, materials, tools, equipment, mobilization, maintenance protection plan, restoration and incidentals necessary to satisfactorily complete the required work.

NO TEXT ON THIS PAGE

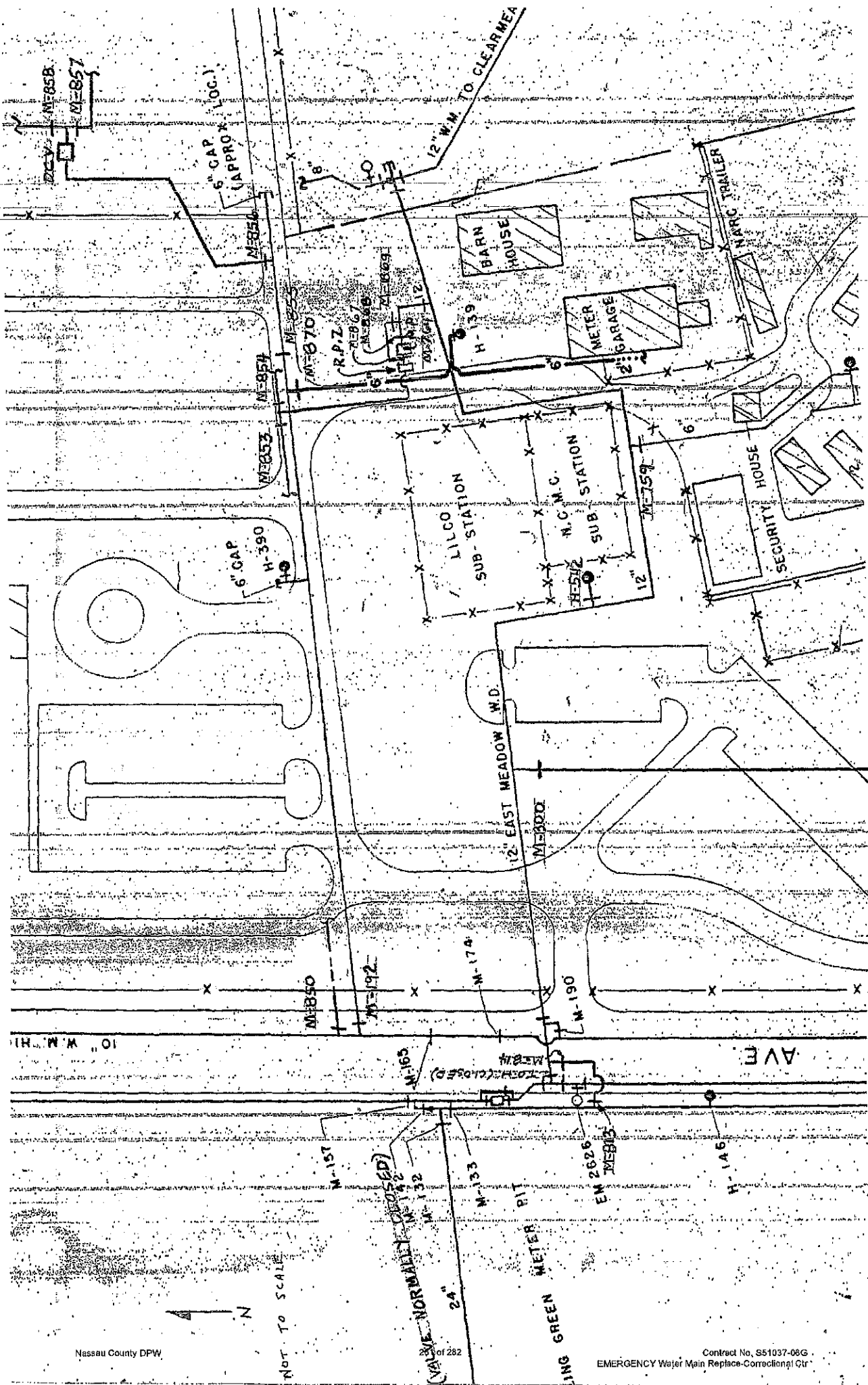
ITEM 510 - ALLOWANCE

1. Description. This force bid item is to compensate the contractor for contract work activities unforeseen or not specifically characterized in the contract documents, encountered during the course of construction as directed by the County. This could consist of various things including activities that accelerate the contract work. Prior written approval from the Commissioner of Public Works is required before this item is utilized.

2. Basis of Payment. Payment under this Item shall be in accordance with PART ONE, Article 2, Paragraph ff, Payment for Changes, Force Account Basis. Funds required to pay the Contractor for this work shall be drawn from this lump sum Item. All of the above shall be in accordance with the Nassau County 2009 Standard Specifications for Civil Engineering and Site Development Construction.

The Contractor shall have no claim for additional compensation if this force bid contingency item is not used in this contract.

NO TEXT ON THIS PAGE



Nassau County DPW

NOT TO SCALE

(VALVE NORMALLY CLOSED)

282

LING GREEN METER PIT

Contract No. S51037-08G  
EMERGENCY Water Main Replace-Correctional Cir

**NO TEXT ON THIS PAGE**

