B-13-20

NIFS ID:CLPW20000013 Department: Public Works

Capital: X

SERVICE: Drainage Req Contract S82001-05G Amendment 1-B13-20

Contract ID #:CHPW19000011 NIFS Entry Date: 06-MAY-20 Term: from to

Amendment
Time Extension:
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **D.F. Stone Contracting Ltd.**	Vendor ID#: **11-3358513**
Address: 1230 Station Road Medford, NY 11763	Contact Person: Brian Heinlein
	Phone: 631-924-7500

Department:
Contact Name: Jose Viteri
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone: 516-571-6926

Routing Slip

Department	**NIFS Entry: X**	**08-MAY-20 -- LDIONISIO**
Department	**NIFS Approval: X**	**08-MAY-20 -- KARNOLD**
DPW	**Capital Fund Approved: X**	**08-MAY-20 -- KARNOLD**
OMB	**NIFA Approval: X**	**11-MAY-20 -- CNOLAN**
OMB	**NIFS Approval: X**	**08-MAY-20 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**08-MAY-20 -- NSARANDIS**
County Atty.	**Approval to Form: X**	**08-MAY-20 -- NSARANDIS**
CPO	**Approval: X**	**03-JUN-20 -- KOHAGENCE**

DCEC	**Approval: X**	**11-JUN-20 -- JCHIARA**
Dep. CE	**Approval: X**	**11-JUN-20 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**17-JUN-20 -- GCASTILLO**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: As $1,500,000 in funding from the original encumbrance was reallocated for use on the Wheatley Road Emergency Repair work order, DPW is requesting approval of Amendment No. 1 which will increase the maximum amount of the Original Contract S82001-05G by $2,000,000.00. This amendment is necessary for D.F. Stone Contracting Ltd. to perform additional "on-call" construction services including the dewatering, rehabilitation, and reconstruction of degraded or deteriorated drainage facilities including storm water basins and drainage corridors at various locations in Nassau County.
Method of Procurement: The contractor was selected through an open competitive bidding process with formal sealed bids.
Procurement History: Publicly bid in accordance with municipal law. The bids received on July 10, 2018, for the above referenced contract were examined and the Contract bid amount of $2,211,556.50 submitted by D.F. Stone Contracting Ltd. was acceptable as the low bid. D.F. Stone Contracting Ltd. was awarded the Contract as the lowest responsible bidder.
Description of General Provisions: This is a Drainage Requirements Contract (S82001-05G) for the Reconstruction & De-Watering of County Drainage Facilities at Various Locations. The contract involves the rehabilitation of degraded and/or deteriorated drainage facilities including Storm Water Basins and Drainage Corridors throughout the County. This is a unit price contract.
Impact on Funding / Price Analysis: Amendment No. 1 will increase the original contract Maximum Amount by $2,000,000.00. Funding ($1,385,000.00) being encumbered as part of Amendment No. 1 will come from approved and available funds from Capital Project Numbers 82001 ($500,000.00) and 820008 ($885,000.00).
Change in Contract from Prior Procurement: The Term of the Original Agreement is two (2) years. The Maximum Amount in the Original Agreement is $2,400,000.00. The Maximum Amount of the Original Agreement shall be increased by $2,000,000 in Amendment No. 1. Under the amended Agreement, the total Maximum Amount the County shall pay the Contractor shall not exceed $4,400,000 for the Term of the Original Agreement.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	**82**
Resp:	**001, 008**
Object:	**00004**
Transaction:	**107**
Project #:	**82001, 82008**
Detail:	**R01**

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 1,385,000.00
Other	$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/82008-R01/00004	$ 885,000.00
2	PWCAPCAP/82001-R01/00004	$ 500,000.00
		$ 0.00
		$ 0.00
		$ 0.00

RENEWAL	
% Increase	
% Decrease	

TOTAL	$ 1,385,000.00

		$ 0.00
	TOTAL	$ 1,385,000.00

B13-20

RULES RESOLUTION NO -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND D.F. STONE CONTRACTING, LTD.

WHEREAS, pursuant to County contract number S82001-05G, for REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DEWATERING OF COUNTY DRAINAGE FACILITIES -VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK ("Contract") between the County and

D.F. STONE CONTRACTING, LTD.. ("Contractor"), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $ 2,000,000.00 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $ 4,400,000.00, during the first two (2) years (the "Amended Maximum Amount), and

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

RESOLVED, that the Rules Committee of the Nassau County Legislature based upon the representations of the Department and the recommendation of the

Commissioner of the Department, authorizes the County Executive to award and execute the said contract amendment with the vendor.

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** D.F. Stone Contracting Ltd.

2. **Dollar amount requiring NIFA approval:** $2000000

   Amount to be encumbered: $1385000

   This is a 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: Two (2) Years from Contract Execution date of 08-16-2019**
   Has work or services on this contract commenced? Y ____

   If yes, please explain: This is an Amendment to an existing contract.

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 0
Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	N
If not, will it require a future borrowing?	Y
Has the County Legislature approved the borrowing?	Y
Has NIFA approved the borrowing for this contract?	N

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

As $1,500,000 in funding from the original encumbrance was reallocated for use on the Wheatley Rd. Emergency Repair, DPW is requesting approval of Amendment No. 1 which will increase the maximum amount of the original contract by $2,000.000. This amendment is necessary for D.F. Stone to perform additional "on-call" construction services of deteriorated drainage facilities throughout Nassau County.

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

   Nassau County Attorney as to form

   Nassau County Committee and/or Legislature

   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:**

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
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: D.F. Stone Contracting, Ltd.

CONTRACTOR ADDRESS: 1230 Station Road, Medford, NY 11763

FEDERAL TAX ID #: 11-3368513

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

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

_____

_____ (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 August 16, 2019 [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 D.F. Stone Contracting, Ltd. was selected through an open competitive bidding process as the lowest responsible bidder. [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

3/26/20
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.***

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: 01/28/2020

1) Proposer's Legal Name: D.F. STONE CONTRACTING, LTD.

2) Address of Place of Business: 1230 STATION ROAD

City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: (631) 924-7500

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

4) Dun and Bradstreet number: 197566479

5) Federal I.D. Number: 11-3358513

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

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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.

We would notify all affected parties

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

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

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

i) Date of formation;

01/29/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

George Heinlein - President - 100% interest
1230 Station Road
Medford, NY 11763

No individuals with a financial interest in the company have been attached..

iii) Name, address and position of all officers and directors of the company. If none, explain.

George Heinlein - President / V.P. / Secretary / Treasurer
1230 Station Road
Medford, NY 11763

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

35

vi) Annual revenue of firm;

10000000

vii) Summary of relevant accomplishments

Successfully completed residential and municipal drainage projects large and small for over 20 years - (See attached list of 10 most recently completed construction contracts, as well as a list of 10 current uncompleted construction contracts). Also, see attached list of heavy equipment owned & operated by D.F. Stone Contracting, Ltd.

1 File(s) Uploaded: CCF02112020_0002.pdf

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

B. Indicate number of years in business.

23

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

Our bonding capacity is approximately $15,000,000, which is indicative of our ability to perform all contracts at the highest level and exexmplifies resposibility based on prior experience.

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

Company	Town of Brookhaven - Highway Dept.		
Contact Person	Steve Tricarico		
Address	1140 Old Town Road		
City	Coram	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-9242		
Fax #			
E-Mail Address	stricarico@brookhavenny.gov		

Company	SCWA		
Contact Person	Ray Meyer		
Address	4060 Sunrise Highway		
City	Oakdale	State/Province/Territory	NY
Country	US		
Telephone	(631) 405-3135		
Fax #			
E-Mail Address	ray.meyer@scwa.com		

Company	SCDPW		
Contact Person	Justin Hipperling		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4003		
Fax #	(631) 852-4006		
E-Mail Address	justin.hipperling.suffolkcountyny.gov		

I, George Heinlein , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, George Heinlein , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: D.F. Stone Contracting, Ltd.

Electronically signed and certified at the date and time indicated by:
George Heinlein [GHEINLEIN@HCVLTD.COM]

President
Title

02/11/2020 05:31:57 PM
Date

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: D.F. Stone Contracting, Ltd. NYS Vendor ID: 1000012237

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: SCWA			Award Date: 01/01/2016	Amount: $1,574,188.18	Date Completed: 12/31/2018
	Contact Person: Ray Meyer	Telephone No.: (516) 250-2867	Designer Architect and /or Design Engineer: N/A			
	Contract No.: 7286	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
2.	Agency/Owner: Half Hollow Hills CSD - Bus Storage Facility Recharge Basin			Award Date: 05/17/2018	Amount: $172,091.63	Date Completed: 01/18/2019
	Contact Person: Ralph Cassetta	Telephone No.: (631) 587-1984	Designer Architect and /or Design Engineer: Campbell Cassetta Architects PC			
	Contract No.:	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
3.	Agency/Owner: SCDPW			Award Date: 12/14/2017	Amount: $494,585.98	Date Completed: 05/08/2019
	Contact Person: Anthony Savino	Telephone No.: (631) 926-4416	Designer Architect and /or Design Engineer:			
	Contract No.: 7143	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
4.	Agency/Owner: Town of North Hempstead			Award Date: 09/06/2018	Amount: $337,892.44	Date Completed: 07/02/2019
	Contact Person: Robert Fazio	Telephone No.: (516) 739-6710	Designer Architect and /or Design Engineer:			
	Contract No.: 17-24	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
5.	Agency/Owner: Village of Babylon - Drainage Requirements Contract			Award Date: 08/08/2017	Amount: $68,454.80	Date Completed: 08/01/2019
	Contact Person: Skip	Telephone No.: (631) 669-4878	Designer Architect and /or Design Engineer:			
	Contract No.:	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: D.F. Stone Contracting, Ltd. NYS Vendor ID: 1000012237

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: Town of North Hempstead			Award Date: 12/18/2018	Amount: $93,589.34	Date Completed: 09/06/2019
	Contact Person: Jill Guiney		Telephone No.: (516) 739-6713	Designer Architect and /or Design Engineer: Cameron Engineering & Associates LLP		
	Contract No.: 17-18	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner: SCDPW			Award Date: 11/03/17	Amount: $1,890,095.83	Date Completed: 11/02/2019
	Contact Person: Justin Hipperling		Telephone No.: (631) 433-0337	Designer Architect and /or Design Engineer		
	Contract No.: 5371	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner: Town of North Hempstead			Award Date: 09/06/2018	Amount: $332,324.97	Date Completed: 12/11/2019
	Contact Person: Robert Fazio		Telephone No.: (516) 739-6710	Designer Architect and /or Design Engineer		
	Contract No.: 17-21	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner: SCWA			Award Date: 02/01/2017	Amount: $526,986.30	Date Completed: 12/31/2019
	Contact Person: Ray Meyer		Telephone No.: (516) 250-2867	Designer Architect and /or Design Engineer		
	Contract No.: 7416	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner: SCWA			Award Date: 03/01/2018	Amount: $216,146.26	Date Completed: 12/31/2019
	Contact Person: Ray Meyer		Telephone No.: (516) 250-2867	Designer Architect and /or Design Engineer		
	Contract No.: 7502	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: D.F. Stone Contracting, Ltd.

NYS Vendor ID: 1000012237

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner: SCWA - Requirements Contract					Award Date: 05/01/2017	Completion Date: 04/30/2020
	Contact Person: Jason White	Telephone No.: (631) 445-8602	Designer Architect and /or Design Engineer				
	Contract No.: 7428	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount: $157,485.00	Amount Sublet to others: 0		Uncompleted Amount: $30,000.00	
2.	Agency/Owner: Town of Brookhaven - Requirements Contract					Award Date: 07/15/2017	Completion Date: 01/15/2021
	Contact Person: Steve Tricarico	Telephone No.: (631) 451-9242	Designer Architect and /or Design Engineer				
	Contract No.: 20170045	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount: $5,920,364.00	Amount Sublet to others: 0		Uncompleted Amount: $3,295,528.50	
3.	Agency/Owner: NCDPW - Requirements Contract					Award Date: 01/01/2019	Completion Date: 12/31/2021
	Contact Person: Jose Viteri	Telephone No.: (631) 901-7284	Designer Architect and /or Design Engineer				
	Contract No.: S82001-05G	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount: $2,211,556.00	Amount Sublet to others: $50,000.00		Uncompleted Amount: $712,335.42	
4.	Agency/Owner: NYS OPRHP					Award Date: 01/18/2019	Completion Date: 03/27/2020
	Contact Person: Anthony Labas	Telephone No.: (631) 321-3576	Designer Architect and /or Design Engineer				
	Contract No.: D003458	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount: $3,021,672.61	Amount Sublet to others: $550,000.00		Uncompleted Amount: $446,202.85	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID:

Vendor Name:

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner: SCWA - Requirements Contract				Award Date: 03/29/2019	Completion Date: 03/31/2021
	Contact Person: Ray Meyer	Telephone No.: (516) 250-2867	Designer Architect and /or Design Engineer:			
	Contract No.: 7584	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
			Total Contract Amount: $693,750.00	Amount Sublet to others: 0	Uncompleted Amount: $218,468.21	
6.	Agency/Owner: Town of Hempstead				Award Date: 07/11/2019	Completion Date: 07/01/2020
	Contact Person: Peter Brighton	Telephone No.: (516) 624-7200	Designer Architect and /or Design Engineer: Walden Environmental Engineering			
	Contract No.: 11-19	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
			Total Contract Amount: $455,202.00	Amount Sublet to others: 0	Uncompleted Amount: $455,202.00	
7.	Agency/Owner: SCDPW				Award Date: 08/02/2019	Completion Date: 03/15/2021
	Contact Person: Justin Hipperling	Telephone No.: (631) 433-0337	Designer Architect and /or Design Engineer: NYS DOT			
	Contract No.: 5903	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
			Total Contract Amount: $6,469,167.00	Amount Sublet to others: $1,000,000.00	Uncompleted Amount: $6,069,167.00	
8.	Agency/Owner: Village of Babylon - Drainage Requirements Contract				Award Date: 11/25/2019	Completion Date: 11/25/2020
	Contact Person: Skip	Telephone No.: (631) 669-4878	Designer Architect and /or Design Engineer: Savit & Murray			
	Contract No.: 219049	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable:			EIN of JV, if applicable:
			Total Contract Amount: $246,650.00	Amount Sublet to others: 0	Uncompleted Amount: $246,650.00	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner: Town of Islip Housing Authority				Award Date: 12/09/2019	Completion Date: 03/31/20
	Contact Person: Keith Masseria		Telephone No.: (516) 375-7453	Designer Architect and /or Design Engineer: LKMA		
	Contract No.: NYCR 0143	Prime or Sub: Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount: $481,001.12	Amount Sublet to others: $150,000.00	Uncompleted Amount: $366,690.32	
10.	Agency/Owner: SCWA				Award Date: 01/08/2020	Completion Date: 12/31/2020
	Contact Person: Ray Meyer		Telephone No.: (516) 250-2867	Designer Architect and /or Design Engineer		
	Contract No.: 7656	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount: $134,140.00	Amount Sublet to others: 0	Uncompleted Amount: $134,140.00	

Grand Total All Uncompleted Contracts	$0.00 $11,974,384.30

D.F. Stone Contracting, Ltd.
1230 Station Road
Medford, NY 11763
(631) 924-7500 Fax (631) 924-7178

2020 EQUIPMENT LIST

NAME	SERIAL NUMBER
2014 Komatsu PC360LC-10 Hydraulic Excavator	A33781
2015 Komatsu PC360LC-10 Hydraulic Excavator	K64163
2013 Komatsu PC88MR-8 Hydraulic Excavator	6163
Komatsu PC138USLC-10 Hydraulic Excavator	42083
Komatsu PC228USLC-10 Hydraulic Excavator	1745
Komatsu PC238USLC-11 Hydraulic Excavator	5045
2019 Caterpillar 315FLCR Hydraulic Excavator	CAT0315FCTDY13115
Komatsu WB140PS-2N Backhoe Loader	A40111
2003 Ditch Witch Trencher	3S0744
2019 Komatsu D39PXi-24 "IMC" Crawler Dozer	96227
2005 Komatsu D41P-6C Crawler Dozer	B40619
Komatsu D51PX-22 Crawler Dozer	B10011
Komatsu D61PX-15E0 Crawler Dozer	B46839
Komatsu WA480-6MC Wheel Loader	A47011
Komatsu WA480-6 Wheel Loader	90379
Komatsu WA480-6 Wheel Loader	91485
Komatsu WA480-6 Wheel Loader	91499
Komatsu WA480-6 Wheel Loader	91500
2020 Komatsu WA480-8 Wheel Loader	A48085
2019 Caterpillar 972M Wheel Loader	LSJ02608
2010 Gehl V270 Skid Steer Loader	00270J00021074
Caterpillar Model 252B2 Skid Steer Loader	SCP04981
2014 Takeuchi TL10CR Track Loader	201001394
2016 Takeuchi TL10CR Track Loader	201003329
2016 Takeuchi TL10CRR Track Loader	201002892
2016 Takeuchi TL10CR Track Loader	201002965
Toro Dingo TX420	240000196

D.F. Stone Contracting, Ltd.
1230 Station Road
Medford, NY 11763
(631) 924-7500 Fax (631) 924-7178

2020 EQUIPMENT LIST

Wacker BPU4045A Reversible Plate Tamper	10976154
Morbark 1300 Tub Grinder	571-165
2000 Trio 4052 Impact Crusher	AP40X52-008
2015 Ditch Witch FX50 Vacuum Excavator	CMWFX50XAF0000347
2019 Komatsu Topcon Base Station & Rover	1122-23218
2001 Extec Reed Screening Plant	6718
2012 Sandvik QE340 Screening Plant	1886SW12506
2018 Sandvik QA335 Screening Plant	QA335-10024
2005 Powerscreen - Chieftain 1400-117 Screening Plant	6615787
Wacker RD880 Roller	673602921
Ingersoll-Rand DA30 Roller	7657-S
Weber CR8 Diesel Walk-Behind Compactor	507851
2000 SD115D Ingersoll-Rand Compactor	162694
EDCO SS-26-38K Self-propelled concrete/asphalt saw	120310215
(3) Sheeting Boxes	n/a
(3) Caissons	n/a
(7) Pumps & Hose (2-1/2" to 6")	n/a
2008 Finn Hydroseeder	1F9HS16218F135320
2001 Mack 14-wheeler	1M2P264C21M031918
2004 Mack 14-wheeler	1M1AG11Y24M009162
2005 Mack 14-wheeler	1M1AG11Y35M023072
2004 Peterbilt Tractor	1XP5DB0X44N828661
2012 Mack Tractor	1M1AX07Y0CM010939
2014 Mack Tractor	1M1AN07Y4EM017000
2014 Mack Tractor	1M1AN07Y6EM017001

D.F. Stone Contracting, Ltd.
1230 Station Road
Medford, NY 11763
(631) 924-7500 Fax (631) 924-7178

2020 EQUIPMENT LIST

2015 Volvo Tractor	4V4NC9EJ8FN192061
2015 Volvo Tractor	4V4NC9EJ4FN192056
2015 Volvo Tractor	4V4NC9EJ1FN192063
2015 Volvo Tractor	4V4NC9EJ2FN192072
2013 Spectec Dump Trailer	1S9DS3049DS188616
2013 Spectec Dump Trailer	1S9DS3047DS188629
2013 Spectec Dump Trailer	1S9DS3049DS188633
2014 Spectec Dump Trailer	1S9ES3048ES188513
2014 Spectec Dump Trailer	1S9DS3042ES188538
2014 Spectec Dump Trailer	1S9DS3040ES188568
2014 Spectec Dump Trailer	1S9DS3040ES188571
2015 Spectec Dump Trailer	1S9DS304XFS188644
2015 Spectec Dump Trailer	1S9DS3041FS188645
2016 Spectec Dump Trailer	1S9DS304XGS188855

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
George Heinlein [GHEINLEIN@HCVLTD.COM]

Dated: 01/13/2020 04:27:11 PM

Vendor: DF Stone Contracting, Ltd.

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 the last page for a complete description of lobbying activities.

NONE

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

NONE

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

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
GEORGE HEINLEIN [GHEINLEIN@HCVLTD.COM]

Dated: 01/13/2020 04:29:32 PM

Vendor: DF STONE CONTRACTING, LTD.

Title: PRESIDENT

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: GEORGE HEINLEIN
Date of birth: 03/06/1949
Home address: 1230 STATION ROAD
City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11763
Country: US

Business Address: 1230 STATION ROAD
City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11763
Country US
Telephone: 631 924-7500

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	01/29/0097	Treasurer	01/29/0097
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	01/29/0097
Chief Financial Officer		Partner	
Vice President	01/29/0097		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
100% OWNER

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
$1,000,000 CREDIT LINE

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.
BITTLE & SONS INC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.
TOWN OF BROOKHAVEN

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 an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

I, GEORGE HEINLEIN , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, GEORGE HEINLEIN , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

D.F. STONE CONTRACTING, LTD.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
GEORGE HEINLEIN [GHEINLEIN@HCVLTD.COM]

PRESIDENT
Title

01/28/2020 10:32:41 AM
Date

COUNTY OF NASSAU

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

1. Name of the Entity: D.F. STONE CONTRACTING, LTD.

Address: 1230 STATION ROAD

City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

2. Entity's Vendor Identification Number: 11-3358513

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded CCF02252020_0007.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

GEORGE HEINLEIN - 100% INTEREST

No shareholders, members, or partners have been attached to this form.

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.

BITTLE & SONS INC. - 100% owned by George Heinlein

1 File(s) uploaded CCF02252020_0008.pdf

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

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

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
George Heinlein [GHEINLEIN@HCVLTD.COM]

Dated: 02/25/2020 03:59:02 PM

Title: President

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

George Heinlein

1230 Station Road

Medford, NY 11763

100% Interest

COUNTY OF NASSAU

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

1. Name of the Entity: BITTLE & SONS INC.

Address: 1230 STATION ROAD

City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11763

Country: US

2. Entity's Vendor Identification Number: 27-2024784

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded U64871M9X115967_05052020_154252_000072.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

GEORGE HEINLEIN - 1230 STATION ROAD, MEDFORD, NY 11763
100% INTEREST

No shareholders, members, or partners have been attached to this form.

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.

D.F. STONE CONTRACTING, LTD. - 100% OWNED BY GEORGE HEINLEIN

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
GEORGE HEINLEIN [LMONTAPERTO@HCVLTD.COM]

Dated: 05/05/2020 03:47:44 PM

Title: PRESIDENT

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

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) D.F. Stone Contracting, Ltd., 1230 Station Road, Medford, New York 11763 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County Contract Number S82001-05G between the County and the Firm, executed on behalf of the County on August 16, 2019 (the "Original Agreement"), the Firm performed "on-call" construction services consisting of the dewatering and/or rehabilitation and/or reconstruction of degraded and/or deteriorated drainage facilities including storm water basins and drainage corridors at various locations in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was for twenty-four (24) months or two (2) years (the "Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was two million four hundred thousand dollars ($2,400,000) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Original Agreement as provided herein ("Amendment Number One"); and

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

1. Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by two million dollars ($2,000,000). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed four million four hundred thousand dollars ($4,400,000), during the first two (2) years (the "Amended Maximum Amount") for Services under the Amended Agreement.

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

3. Compliance with Law.

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

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

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

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

D.F Stone Contracting, Ltd.

By: _____

Name: George Heinlein

Title: President

Date: 05-04-2020

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of May in the year 2020 before me personally came George Heinlein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the President of D.F. Stone Contracting, Ltd., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County
Commission Expires April 26, 20__

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

On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Brian J. Schneider, Deputy County Executive

FROM: Department of Public Works

DATE: January 16, 2020

SUBJECT: Approval of Contract Amendment No. 1
Drainage Requirements Contract No. S82001-05G
Encumbrance No. CHPW19000011

As $1,500,000.00 in funding from the original contract encumbrance was reallocated for use on the Wheatley Road Emergency Repair work order, this Department is requesting approval of the following Amendment that is necessary for D.F. Stone Contracting, Ltd., to perform additional "on-call" construction services.

DRAINAGE REQUIREMENTS CONTRACT No. S82001-05G
ADDITIONAL FUNDING: Increase Maximum Amount by $2,000,000.00

The major item of work to be performed under this contract Amendment will consist of the dewatering and/or rehabilitation and/or reconstruction of degraded and/or deteriorated drainage facilities including storm water basins and drainage corridors at various locations in Nassau County. Additional items of work include the reconstruction of drainage structures, vegetation control, and clearing and erosion control n stream drainage easements and other related work as required. Any remaining funds will be disencumbered at the end of the contract.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return the memo to this office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:RM:ac
c: Rakhal Maitra, Deputy Commissioner
Vincent Falkowski, Deputy Commissioner
Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Anthony Marino, Deputy Superintendent of Building
Jose Viteri, Civil Engineer II

APPROVED:

Brian J. Schneider 1/21/2020
Brian J. Schneider Date
Deputy County Executive

DISAPPROVED:

Brian J. Schneider Date
Deputy County Executive

S:\SAN\Support Staff\Author\Viteri, Jose\DF Stone S82001-05G Amend No. 1 Drainage Requirements.Jv.Doc

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

George Heinlein - President — 02/06/20
Name and Title of Authorized Representative — m/d/yy

Signature — 02-06-20
Date

D.F. Stone Contracting, Ltd.
Name of Organization

1230 Station Road Medford, NY 11763
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2020

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

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

PRODUCER Transportation Writers Inc 20 Broadhollow Road Suite 1001A Melville NY 11747	CONTACT NAME: Coverages Unlimited PHONE (A/C, No, Ext): (631) 425-5111 FAX (A/C, No): (631) 425-2477 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Southern Home Insurance	41998
INSURER B : Westchesrer Fire Insurance Co	10030
INSURER C : Phoenix Insurance Co	25623
INSURER D : Shelterpoint Life Insurance Co	81434
INSURER E :	
INSURER F :	

INSURED
D.F. Stone Contracting, Ltd
1230 Station Rd
Medford NY 11763

COVERAGES CERTIFICATE NUMBER: 20-21 MASTER REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Completed Operations GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			68A8GL0000091	03/15/2020	03/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,000. $ 5,000. $ 1,000,000. $ 2,000,000. $ 2,000,000.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			N11076226001	03/15/2020	03/15/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000. $ 5,000,000.
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3L70992A-19-42-G	11/25/2019	11/25/2020	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT	$ 1,000,000. $ 1,000,000. $ 1,000,000.
D	DISABILITY			DBL122600	01/01/2019	01/01/9999		Statutory

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

RE: S82001-05G REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DEWATERING OF COUNTY DRAINAGE FACILITIES - VARIOUS LOCATIONS.
THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

COUNTY OF NASSAU, DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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B01-19

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK

REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES VARIOUS LOCATIONS

CONTRACT NO. S82001-05G

Laura Curran
County Executive

Kenneth G. Arnold, P.E.
Commissioner

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

June 29, 2018

RE: Reconstruction and Dewatering of County Drainage Facilities, various locations, Nassau County, NY

CONTRACT NO.: S82001-05G

ADDENDUM No. 1

To all prospective Bidders:

1. This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following clarifications into account in rendering a Bid for this Work:

GENERAL

A. Response to Bidders Questions:

Q. *Please clarify the correct performance bond amount: on page 13 of 346 paragraph J mentions $ 1,400,000.00; on page 135 of 346, paragraph E mentions $ 2,000,000.00 --- which amount is correct?*

A. The correct performance bond amount is Two Million Dollars ($2,000,000.00).

Q. *Regarding Item # 503 – Water Control, the basis of payment says to be paid under an allowance, but there isn't any amount provided on the bid sheet. Would this be related to Item # 510 – Force Account Work? The amount provided here is $ 300,000.00.*

A. Item 503 – Water Control is a force bid. Bidders must bid Three Hundred Thousand Dollars ($300,000.00). The work will be paid on a labor and materials basis as defined under the appropriate section of the Contract Documents.

END OF ADDENDUM No. 1

REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

CONTRACT NUMBER: S82001-05G

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NO TEXT ON THIS PAGE

Nassau County
New York

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **July 10, 2018 until 10:30 AM**, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION
& DE-WATERING OF COUNTY DRAINAGE FACILITIES
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

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

CONTRACT NO.: S82001-05G

Contract involves the rehabilitation of degraded and/or deteriorated Drainage Facilities including Storm Water Basins and Drainage Corridors throughout Nassau County.

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, Operating Engineers, Plumbers, Pipe Fitters, Teamsters, Dock Builders, Timbermen 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.

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.

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from **9:00 AM on June 8, 2018 until 3:45 PM on July 6, 2018 (closed daily from 12:00 Noon to 1:00 P.M, and all day July 4, 2018).** Copies of the Contract Documents will be available at the time and place indicated. **Furthermore, for review only, a downloadable set of the technical specifications can be found on the County solicitation board at no charge for all registered users at:**

https://apps.nassaucountyny.gov/eProc/index.php. The downloadable set only provides technical specifications and does not contain all the forms necessary for bidding.

In order to ensure that you are submitting bids based on the plans and specifications provided by the Department, please be advised that the Department will only accept bids from bidders who are on the "List of Bidders" who purchased the plans and specifications from the Department.

Questions must be submitted no later than 4:45 P.M. on Wednesday, June 27, 2018. All questions should be directed to Scott Urban at surban@nassaucountyny.gov.

For bidding purposes, a non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, will be required for each set of Contract Documents requested. Prospective bidders requesting Contract Documents by mail must remit an additional, non-refundable, fee of **$30.00** per set to cover handling and first-class mailing. **ONLY BID PROPOSALS PURCHASED IN THIS MANNER WILL BE ACCEPTED/CONSIDERED.**

Security for Bid as set forth herein must be presented with the Bid.

"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, IF THE BID REQUIRES SUBMISSION OF SUBCONTRACTOR INFORMATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON-RESPONSIVE."

Dated at Mineola, LI
June 6, 2018

By Order of Laura Curran, County Executive
By Michael C. Pulitzer, Clerk of the Legislature

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground,

conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the

nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at the Permit Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. 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."**

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

Kenneth G. Arnold, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Commissioner and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt

requested, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

H. BID SECURITY

1. The proposal **must** be accompanied either by a **certified check** of a Bank or Trust Company with its principal place of business in New York State **in the amount of $ 140,000.00,** 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 one hundred forty thousand dollars ($ 140,000.00). 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 $ 140,000.00, 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 evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

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.

   b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

   c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

   d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

   e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

   f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bibber, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years

or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of $1,400,000.00, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be

executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
$0 - $5000	$0
$5001 - $50,000	$160
$50,001 - $100,000	$266
Over $100,000	$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation

to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. 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.

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 U., 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 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.

T. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

   a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

   b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies

and facilities, and show his ability to obtain the necessary personnel.

c. Not have an unsatisfactory record of performance.

d. Not have an unsatisfactory record of integrity and business ethics.

e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

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.

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. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

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. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.

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

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

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.

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.)

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to USE THIS FORM PROVIDED as the use of ANY OTHER FORM may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned D.F. STONE CONTRACTING, LTD.

as Principal; and THE OHIO CASUALTY INSURANCE COMPANY as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

ONE HUNDRED FORTY THOUSAND AND 00/100 dollars ($ 140,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2nd day of JULY, 2018

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S82001-05G for the

REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES VARIOUS LOCATIONS

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

D.F. STONE CONTRACTING, LTD.
Contractor

by _____ VP (L.S.)
Vice President

(Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)
Witness

Title

by _____ (L.S.)

Title President

THE OHIO CASUALTY INSURANCE COMPANY
Surety

by _____ (L.S.)
Title of Officer
GLENN G. GLUBIAK, ATTORNEY-IN-FACT

Attest: _____ (L.S.)
Title of Officer
FRANK STRICH, V.P.

(Corporate seal of Surety)

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Suffolk)

On this 6th day of July , 2018 , before me personally came Bill Thomas to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Manorville that he is the Vice President of the D.F. Stone Contracting Ltd 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.

LORI MONTAPERTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO6341894
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES AUGUST 8, 2020

Li Montaperto
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.)

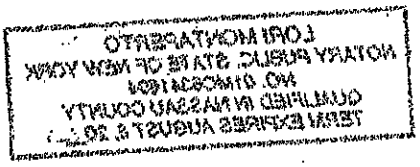
STATE OF _____)

)

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


LORI MONTAGNETTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO6041601
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES AUGUST 6, 20

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

ss.:)
COUNTY OF SUFFOLK)

On this 2nd day of JULY , 20 18 , before me personally came GLENN G. GLUBIAK to me Known, who being by me duly sworn, did depose and say that he resides in COMMACK, NEW YORK

that he is the ATTORNEY-IN-FACT of the THE OHIO CASUALTY INSURANCE COMPANY , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said GLENN G. GLUBIAK further said that he is acquainted with FRANK STRCICH and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said GLENN G. GLUBIAK subscribed to the within instrument is in the genuine handwriting of the said GLENN G. GLUBIAK and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said VICE PRESIDENT

JENNIFER SPADARO
Notary Public State of New York
No. 01SP5017514
Qualified in Suffolk County
Commission Expires Sept. 7
2021

Jennifer Spadaro
Notary Public

JENNIFER SPADARO
Notary Public State of New York
No. 01SP6017919
Qualified in Suffolk County
Commission Expires Sept. 7

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7764642

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David A. Goldstein; Glenn G. Glubiak; Jennifer Spadaro; Penny Rocco

all of the city of Smithtown, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of May, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 20 18.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual SURETY

THE OHIO CASUALTY INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2017

Assets	
Cash and Bank Deposits	$22,398,732
*Bonds — U.S Government	501,755,079
*Other Bonds	3,842,445,321
*Stocks	161,029,164
Real Estate	24,027,802
Agents' Balances or Uncollected Premiums	717,524,715
Accrued Interest and Rents	30,875,608
Other Admitted Assets	847,561,563
Total Admitted Assets	**$6,147,617,984**

Liabilities		
Unearned Premiums		$1,200,504,734
Reserve for Claims and Claims Expense		3,145,397,036
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		154,803
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		107,937,270
Total		**$4,453,993,843**
Special Surplus Funds	$ 28,196,932	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	922,743,312	
Surplus to Policyholders		1,693,624,141
Total Liabilities and Surplus		**$6,147,617,984**

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2017, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 16th day of March, 2018.

Assistant Secretary

S-1262OCIC/a 3/18

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

The Ohio Casualty Insurance Company
of Keene, New Hampshire

a corporation organized under the laws of the State of New Hampshire, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,693,624,141.(Capital $4,500,000.) as is shown by its sworn financial statement for the year ended December 31, 2017, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 1st day of March, 2018.

Maria T. Vullo
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

Contract No. S82001-05G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: D.F. Stone Contracting Ltd.
(Individual, ~~Firm~~ or Corporation, as case may be)

Bidder's Address: 1230 Station Rd. Medford NY 11763

Telephone: 631-924-7500 Date: 7/9/18

Fax Tel.: 631-924-7178 E-MAIL: Liex70@aol.com

NO TEXT ON THIS PAGE

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

Name of Partners _____ Residence of Partners _____

_____ _____

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

Organized under the laws of the State of: New York

Name of President: George Heinlein

President's Domicile: 1418 Elmer St Wantagh NY 11793

Name of Vice President: Bill Thomas

Vice President's Domicile: 10 Haney Ct Manorville, NY 11949

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into,

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety 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. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

PROPOSAL

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1MX	1.00 LS	Mobilization	For: Fifteen Thousand 00/100	$15,000.00	15,000 —
2	1,000.00 CY	Unclassified Excavation	For: Thirty Five 00/100	35 —	35,000 —
2B	10.00 LF	Removal of Bulkhead & Timber Rails	For: Fifteen 00/100	15 —	150 —
2X-1	1,000.00 CY	Unclassified Excavation of Storm Water Basin (0-500 CY)	For: Four 00/100	4 —	4,000 —
2X-2	5,000.00 CY	Unclassified Excavation of Storm Water Basin (501-7000 CY)	For: Four 00/100	4 —	20,000 —
2X-3	10,000.00 CY	Unclassified Excavation of Storm Water Basin (Over 7000 CY)	For: Four 00/100	4 —	40,000 —
3	1,500.00 CY	Trench, Culvert and Bridge Excavation	For: Thirty Five 00/100	35 —	52,500 —
4AX	50.00 CY	Cement Concrete Breaking (Pavement)	For: Five 00/100	5 —	250 —
4B	25.00 CY	Cement Concrete Breaking (Structures)	For: Five 00/100	5 —	125 —
5A	100.00 CY	Embankment in Place	For: Twelve 00/100	12 —	1200 —
5B	10.00 CY	Borrow Fill	For: Twenty 00/100	20 —	200 —
5C	500.00 CY	Selected Fill	For: Ten 00/100	10 —	5000 —
5D	10.00 CY	Selected Granular Fill	For: Fourteen 00/100	14 —	140 —
7	100.00 SY	Preparing Fine Grade	For: Two 00/100	2 —	200 —

Nassau County DPW
Contract No. S8200105G
Requirements-Reconstruction & Dewatering-Drainage
D F STONE CONTRACTING LTD

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
8X	4,000.00 SY	Trimming Shoulders and Slopes	For: Two 00/100	2 -	8,000 -
9A	800.00 CY	Topsoil (Supplied)	For: Sixteen 00/100	16 -	12,800 -
9B	100.00 CY	Topsoil (Rehandled)	For: Seven 00/100	7 -	700 -
10A	100.00 SF	Temporary Sheeting and Bracing	For: Fifteen 00/100	15 -	1500 -
10A-1	300.00 SF	Excavation Protection System	For: Five 00/100	5 -	1500 -
10B	50.00 SF	Temporary Sheeting and Bracing Ordered Left In Place	For: Thirty Five 00/100	35 -	1750 -
10C-1	25.00 SF	Permanent Corrugated Metal Sheeting & Bracing	For: One Hundred Eighteen 00/100	118 -	2950 -
10C-2	25.00 SF	Permanent Steel Sheet Piling and Bracing	For: One Hundred 00/100	100 -	2500 -
10C-3	25.00 SF	Permanent Timber Sheet Piling & Bracing	For: Eighty Five 00/100	85 -	2125 -
10C-3XX	100.00 SF	Treated Timber Sheet Piling 4" Thick	For: Ninety 00/100	90 -	9000 -
12A-4-12	6.00 LF	Reinforced Concrete Pipe Class IV, 12 Inch Diameter	For: Fifty 00/100	50 -	300 -
12A-4-15	6.00 LF	Reinforced Concrete Pipe Class IV, 15 Inch Diameter	For: Fifty One 00/100	51 -	306 -
12A-4-18	6.00 LF	18 inch Reinforced Concrete Pipe, Class IV	For: Sixty Three 00/100	63 -	378 -
12A-4-24	6.00 LF	Reinforced Concrete Pipe Class IV, 24 Inch Diameter	For: Ninety Eight 00/100	98 -	588 -
12A-4-30	6.00 LF	Reinforced Concrete Pipe Class IV, 30 Inch Diameter	For: One Hundred Thirteen 00/100	113 -	678

Nassau County DPW
Contract No. S8200105G
Requirements-Reconstruction & Dewatering-Drainage
D F STONE CONTRACTING LTD

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12A-4-36	6.00 LF	Reinforced Concrete Pipe Class IV, 36 Inch Diameter	For: One Hundred Forty Seven °°/100	147—	882—
12A-4-42	6.00 LF	42 Inch Diameter Reinforced Concrete Pipe, Class IV	For: One Hundred Eighty Six °°/100	186—	1116—
12A-4-48	6.00 LF	48 Inch Diameter Reinforced Concrete Pipe, Class IV	For: Two Hundred Nineteen °°/100	219—	1314—
12A-4-54	6.00 LF	Reinforced Concrete Pipe Class IV, 54 Inch Diameter	For: Four Hundred Thirty One °°/100	431—	2586—
12A-4-60	6.00 LF	Reinforced Concrete Pipe Class IV, 60 Inch Diameter	For: Six Hundred One °°/100	601—	3606—
12DIP-6	5.00 LF	Ductile Iron Culvert Pipe-6 Inch Diameter	For: Seventy °°/100	70—	350—
12DIP-8	5.00 LF	Ductile Iron Culvert Pipe-8 Inch Diameter	For: Ninety °°/100	90—	450—
12DIP-10	5.00 LF	Ductile Iron Culvert Pipe-10 Inch Diameter	For: One Hundred Ten °°/100	110—	550—
12DIP-12	5.00 LF	Ductile Iron Culvert Pipe-12 Inch Diameter	For: One Hundred Twenty Five °°/100	125—	625—
12F-12	6.00 LF	12" Round Corrugated Metal Pipe (Smooth Flow)	For: Fifty Five °°/100	55—	330—
12F-15	6.00 LF	15" Round Corrugated Metal Pipe (Smooth Flow)	For: Sixty °°/100	60—	360—
12F-18	6.00 LF	18" Round Corrugated Metal Pipe (Smooth Flow)	For: Seventy °°/100	70—	420—
12F-24	6.00 LF	24" Round Corrugated Metal Pipe (Smooth Flow)	For: Eighty °°/100	80—	480—
12F-30	6.00 LF	30" Round Corrugated Metal Pipe (Smooth Flow)	For: One Hundred °°/100	100—	600—
12F-36	6.00 LF	36" Round Corrugated Metal Pipe (Smooth Flow)	For: One Hundred Eighteen °°/100	118—	708—

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No.	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12F-42	6.00 LF	42" Round Corrugated Metal Pipe (Smooth Flow)	For: One Hundred Forty 00/100	140—	840—
12F-48	6.00 LF	48" Round Corrugated Metal Pipe (Smooth Flow)	For: One Hundred Fifty 00/100	150—	900—
12H	5.00 LF	Cleaning Existing Drainage System	For: Twenty 00/100	20—	100—
12HX	60.00 CY	Cleaning Existing Drainage Culverts	For: One Hundred Twenty 00/100	120—	7200—
12P-6	6.00 LF	6" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Thirty Eighty 00/100	38—	228—
12P-8	6.00 LF	8" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Forty 00/100	40—	240—
12P-12	6.00 LF	12" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Forty Six 00/100	46—	276—
12P-15	6.00 LF	15" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Forty Seven 00/100	47—	282—
12P-18	6.00 LF	18" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Fifty Nine 00/100	59—	354—
12P-24	6.00 LF	24" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: Sixty 00/100	60—	360—
12P-30	6.00 LF	30" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: One Hundred One 00/100	101—	606—
12P-36	6.00 LF	36" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: One Hundred Thirty Seven 00/100	137—	822—

Nassau County DPW — 56-1316 — Contract No. S8200105G — Requirements Reconstruction & Dewatering-Drainage

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NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S82000105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
12P-42	6.00 LF	42" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: One Hundred Sixty Three 00/100	163—	978—
12P-48	6.00 LF	48" Smooth Interior Corrugated Polyethylene Drainage Pipe	For: One Hundred Ninety Four 00/100	194—	1164—
12S40-6	6.00 LF	Schedule 40 PVC Drain Pipe - 6" Diameter	For: Forty 00/100	40—	240—
12S40X-8	6.00 LF	Schedule 40 PVC Drain Pipe - 8" Diameter	For: Forty Two 00/100	42—	252—
12S40X-12	6.00 LF	Schedule 40 PVC Drain Pipe - 12" Diameter	For: Fifty Five 00/100	55—	330—
12S40X-18	6.00 LF	Schedule 40 PVC Drain Pipe - 18" Diameter	For: One Hundred Twenty Five 00/100	125—	750—
12S40X-24	6.00 LF	Schedule 40 PVC Drain Pipe - 24" Diameter	For: Two Hundred 00/100	200—	1200—
13A	4.00 CY	Catch Basins	For: One Thousand 00/100	1000—	4000—
13B	6.00 CY	Manholes	For: One Thousand 00/100	1000—	6000—
13BP-4	5.00 LF	Precast Manholes 4'-0 Diameter	For: Nine Hundred 00/100	900—	4500—
13BP-5	5.00 LF	Precast Manholes 5'-0 Diameter	For: One Thousand One Hundred 00/100	1100—	5500—
13BP-6	5.00 LF	Precast Manholes 6'-0 Diameter	For: One Thousand Three Hundred 00/100	1300—	6500—
14	6.00 EA	Connections to Existing Drainage Facilities	For: Sixty 00/100	60—	360—
15X	2.00 EA	Rehabilitation of Catch Basin	For: Two Thousand 00/100	2000—	4000—
17A	30.00 CY	Class A Concrete for Structures	For: Eight Hundred 00/100	800—	24000—

Nassau County DPW

Contract No. S82001-05G

Requirements-Reconstruction & Dewatering-Drainage

D'ESTONE CONTRACTING LTD.

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
19	30.00 CY	Screened Gravel, Loose Measure	For: Eighty 00/100	80 —	2400 —
20	60.00 CY	Broken Stone, Loose Measure	For: Eighty 00/100	80 —	4800 —
21	25.00 CY	Limestone Screening	For: Eighty 00/100	80 —	2000 —
22C-2	60.00 TON	Base Course Asphalt Concrete, Type Dense Base	For: Two Hundred Fifty 00/100	250 —	15,000 —
24	60.00 CY	Cement Concrete Pavement	For: Three Hundred 00/100	300 —	18,000 —
26	125.00 LF	Concrete Curb	For: Twenty Five 00/100	25 —	3125 —
26S	60.00 LF	Concrete Curb (Special)	For: Thirty 00/100	30 —	1800 —
27	500.00 SF	Cement Concrete Sidewalk	For: Fifteen 00/100	15 —	7500 —
28	100.00 SF	Cement Concrete Driveways and Driveway Aprons	For: Eighteen 00/100	18 —	1800 —
30	100.00 SY	Metal Reinforcement for Concrete Pavement	For: Fifteen 00/100	15 —	1500 —
33	285.00 LB	Bar Reinforcement for Structures	For: Seven 00/100	7 —	1995 —
34	4,000.00 LB	Miscellaneous Metals	For: Two 00/100	2 —	8000 —
35	10.00 LF	Resetting Guide Railing	For: One Hundred 00/100	100 —	1000 —
36D	50.00 TONS	Asphalt Concrete Type 1A (Top & Binder)	For: Two Hundred Fifty 00/100	250 —	12,500 —
36E	50.00 TON	Asphalt Concrete Type 1AC	For: Two Hundred Fifty 00/100	250 —	12,500 —
36T	10.00 TON	Temporary Pavement	For: Two Hundred Fifty 00/100	250 —	2500 —

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
58A	125.00 LF	Saw Cutting Existing Non-Roadway Asphalt	For: Two 00/100	2 —	250 —
58RPC	100.00 LF	Saw Cutting Existing Roadway Pavement Concrete	For: Ten 00/100	10 —	1000 —
64	70.00 LF	Reset Existing Fence	For: Twenty Five 00/100	25 —	1750 —
65B	4.00 EA	Transplanting Existing Trees and Shrubs	For: Three Hundred 00/100	300 —	1200 —
73	12.00 LF	Treated Timber Piles	For: One Hundred Sixty Five 00/100	165 —	1980 —
91	60.00 SY	Concrete Block Paving	For: Forty 00/100	40 —	2400 —
94B	1.00 1KBF	Treated Timber and Lumber	For: Six Thousand 00/100	6000 —	6000 —
94C	1.00 1KBF	Timber and Lumber	For: Six Thousand 00/100	6000 —	6000 —
96	50.00 CY	Dry Rip-Rap	For: One Hundred Fifty 00/100	150 —	7500 —
96S	100.00 CY	Dry Rip-Rap (Small)	For: One Hundred Fifty 00/100	150 —	15,000 —
97	50.00 CY	Grouted Rip-Rap	For: One Hundred Sixty 00/100	160 —	8000 —
98X	50.00 SF	Cofferdams	For: Forty Five 00/100	45 —	2250 —
99-08	3.00 LF	Precast Concrete Leaching Basin 8' Diameter	For: Eight Hundred 00/100	800 —	2400 —
99-10	3.00 LF	Precast Concrete Leaching Basin 10' Diameter	For: One Thousand 00/100	1000 —	3000 —
100	3.00 LF	Precast Concrete Diffusion Well 10' Diameter	For: One Thousand Two Hundred 00/100	1200 —	3600 —
102X	10.00 DAY	Maintenance and Protection of Traffic	For: Two Thousand 00/100	2000 —	20,000 —

Nassau County DPW — Contract No. S8200105G — Requirements Reconstruction & Dewatering Drainage

D F STONE CONTRACTING LTD

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
104PB-6A	5.00 LF	Polyolefin Coated Chain Link Fencing 6' High (Less Than 100 Linear Feet)	For: Thirty Five 00/100	35 —	175 —
104PB-6B	200.00 LF	Polyolefin Coated Chain Link Fencing 6' High (Between 101 and 500 Linear Feet)	For: Thirty 00/100	30 —	6000 —
104PB-6C	600.00 LF	Polyolefin Coated Chain Link Fencing 6' High (Greater than 500 Linear Feet)	For: Thirty 00/100	30 —	18000 —
104R-6A	10.00 LF	Renovate 6' Chain Link Fence (Less Than 100 Linear Feet)	For: Forty 00/100	40 —	400 —
104R-6B	100.00 LF	Renovate 6' Chain Link Fence (Between 101 and 500 Linear Feet)	For: Forty 00/100	40 —	4,000 —
104R-6C	500.00 LF	Renovate 6' Chain Link Fence (Greater Than 500 Linear Feet)	For: Forty 00/100	40 —	20,000 —
104XF-A	200.00 LF	Remove Existing Fence (Less than 100 Linear Feet)	For: Five 00/100	5 —	1,000 —
104XF-B	250.00 LF	Remove Existing Fence (Greater than 100 Linear Feet)	For: Five 00/100	5 —	1250 —
106P-DGXA	5.00 EACH	Polyolefin Coated Chainlink Double Gate (4'-8')	For: One Thousand 00/100	1000 —	5,000 —
106P-DGXB	10.00 EACH	Polyolefin Coated Chainlink Double Gate (10'-15')	For: Two Thousand 00/100	2000 —	20,000 —
106P-DGXC	10.00 EACH	Polyolefin Coated Chainlink Double Gate (16'-20')	For: Two Thousand 00/100	2000 —	20,000 —
106P-DGXD	5.00 EACH	Polyolefin Coated Chainlink Double Gate (20'-24')	For: Three Thousand 00/100	3000 —	15,000 —
106P-SGX	5.00 EACH	Polyolefin Coated Chainlink Single Gate (4'-8')	For: Eight Hundred 00/100	800 —	4,000 —

Nassau County DPW

Contract No. S8200105C

Replacements-Reconstruction & Dewatering-Drainage

D F STONE CONTRACTING LTD

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
110	5.00 CF	Masonry Pipe Plugs	For: Twenty Five 00/100	25 —	125 —
111	5.00 SY	Removal and Replacement of Pavement	For: Five Hundred 00/100	500 —	2500 —
111P	5.00 SY	Removal and Replacement of Asphalt Covered Pathways	For: One Hundred 00/100	100 —	500 —
117	50.00 LF	Temporary Fence	For: Fifteen 00/100	15 —	750 —
118	100.00 CY	Gabion and Revet Mattresses	For: Four Hundred Fifty 00/100	450 —	45,000 —
121	60.00 CY	Drybound Base Course	For: Forty 00/100	40 —	2400 —
126B	10.00 LF	Reset Existing Stone Block Curb	For: Twenty Five 00/100	25 —	250 —
141	250.00 LF	Silt Fence	For: Five 00/100	5 —	1250 —
141A	12.00 LF	Hay Bales/Straw Bales	For: Fifteen 00/100	15 —	180 —
141B	5.00 EA	Silt Protection For Surface Inlet Drainage Structures	For: One Hundred Twenty Five 00/100	125 —	625 —
141C	5.00 EA	Silt Protection For Curb Inlet Drainage Structures	For: One Hundred Twenty Five 00/100	125 —	625 —
158B	125.00 SY	Soil Stabilization Fabric	For: Three 00/100	3 —	375 —
162A-1	3.00 EACH	Freshwater Wetland Plantings (2" Peat Pots)	For: Four Dollars & Fifty Cents	4 50	13 50
162A-2	3.00 EACH	Freshwater Wetland Plantings (Quart Containers)	For: Ten 00/100	10 —	30 —
162B-1	3.00 EACH	Shoreline Shubbery (12"-18" Height)	For: Twenty Five 00/100	25 —	75 —

Nassau County Dept. of Public Works — Requirements, Reconstruction & Dewatering Drainage — Contract No. S8200105G

D F STONE CONTRACTING LTD

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S82001056

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
162B-2	3.00 EACH	Shoreline Shubbery (18"-24" Height)	For: Sixty Five 00/100	65 —	195 —
162C-1	3.00 EACH	Spartina Plantings (2" Peat Pots)	For: Fifteen 00/100	15 —	45 —
162C-2	3.00 EACH	Spartina Plantings (Quart Containers)	For: Fifteen 00/100	15 —	45 —
363-A	50.00 SY	Grass Seeding (Area Less Than 10 Square Yards)	For: One Dollar & Fifty Cents	1 50 —	75 —
363-B	100.00 SY	Grass Seeding (Area Greater Than 10 Square Yards)	For: One Dollar & Fifty Cents	1 50 —	150 —
365-1	50.00 SF	Sodding (Area Less Than 50 Square Feet)	For: One 00/100	1 —	50 —
365-2	100.00 SF	Sodding (Area Between 50 and 300 Square Feet)	For: One 00/100	1 —	100 —
365-3	125.00 SF	Sodding (Area Greater Than 300 Square Feet)	For: One 00/100	1 —	125 —
367	2.00 ACRE	Hydro-Seeding	For: Five Thousand 00/100	5,000 —	10,000 —
368A	200.00 SY	Topsoil and Grass Seed (Less Than 0.5 Acres)	For: Ten 00/100	10 —	2,000 —
368B	1,000.00 SY	Topsoil and Grass Seed (Greater Than 0.5 Acres)	For: Nine 00/100	9 —	9,000 —
372A	15.00 EACH	Tree Removal (4" to less than 6")	For: Four Hundred 00/100	400 —	6000 —
372B	15.00 EA	TREE REMOVAL 6" TO LESS THAN 12" CAL	For: Seven Hundred 00/100	700 —	10,500 —
372C	6.00 EACH	Tree Removal (12" to less than 24")	For: One Thousand One Hundred 00/100	1100 —	6600 —
372D	6.00 EACH	Tree Removal (24" to less than 36")	For: One Thousand Three Hundred 00/100	1306 —	7800 —
372E	3.00 EACH	Tree Removal (36" to less than 48")	For: One Thousand Four Hundred 00/100	1400 —	4200 —

D F STONE CONTRACTING LTD.

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S82001056

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
372F	3.00 EA	TREE REMOVAL 48" AND UP CAL	For: One Thousand Seven Hundred 00/100	1700 —	5100 —
378	3.00 LF	Mechanical Barrier Root Control System - 24" Deep	For: Eight 00/100	8 —	24 —
379-12	3.00 LF	Root Control System 12" Deep	For: Twenty Five 00/100	25 —	75 —
379-19.5	3.00 LF	Root Control System 19.5" Deep	For: Twenty Five 00/100	25 —	75 —
402	500.00 SY	Selective Thinning	For: Five 00/100	5 —	2500 —
402X	500.00 LF	Selective Thinning Along Fences	For: Six 00/100	6 —	3000 —
404-A1	100.00 SY	Erosion Control Blankets For Straw/Coconut (Less Than 1000 Square Yards)	For: Two Dollars & Fifteen Cents	2 15	215 —
404-A2	1,000.00 SY	Erosion Control Blankets For Straw/Coconut (Greater Than 1000 Square Yards)	For: Two Dollars & Fifteen Cents	2 15	2150 —
404-B1	100.00 SY	Erosion Control Blankets For Polypropylene (Less Than 1000 Square Yards)	For: Two Dollars & Fifteen Cents	2 15	215 —
404-B2	1,000.00 SY	Erosion Control Blankets For Polypropylene (Greater Than 1000 Square Yards)	For: Two Dollars & Fifteen Cents	2 15	2150 —
405-1	125.00 SY	Coconut Fiber Rolls (Less Than 50 Square Yards)	For: Seventy Five 00/100	75 —	9375 —
405-2	125.00 SY	Coconut Fiber Rolls (Greater Than 50 Square Yards)	For: Seventy Five 00/100	75 —	9375 —

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NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
406	125.00 LF	Goose Control Fence	For: Seven 00/100	7 —	875 —
430	30.00 CY	Trash and Debris Removal	For: Thirty Five 00/100	35 —	1050 —
503	1.00 LS	Water Control	For: Three Hundred Thousand 00/100	300,000 —	300,000 —
504X	50.00 LF	Repair or Replacement of Fence Fabric	For: Twenty 00/100	20 —	1000 —
504Y	10.00 LF	Removal and Replacement of Barbed Wire Strands	For: Twelve 00/100	12 —	120 —
504Y-A	10.00 LF	Removal of Barbed Wire Strands	For: Twelve 00/100	12 —	120 —
506	8.00 LF	Clean Existing Leaching Basins and Diffusion Wells	For: Five Hundred 00/100	500 —	4000 —
510	1.00 LS	Force Account Work	For: Three Hundred Thousand 00/100	$300,000.00 —	300,000 —
511-1-A	2.00 Each	TCLP Volatile Analysis (Method SW 1311)	For: One Hundred Twenty Five 00/100	125 —	250 —
511-1-B	2.00 EACH	TCLP BNA Analysis (Method SW 1311)	For: One Hundred Twenty Five 00/100	125 —	250 —
511-1-C	2.00 EACH	TCLP Metals Analysis (Method SW 1311)	For: One Hundred Ten 00/100	110 —	220 —
511-1-D	2.00 EACH	TCLP Pesticides/Herbicides (Method SW 1311)	For: Two Hundred Thirty 00/100	230 —	460 —
511-2	2.00 EACH	Ignitability/Flashpoint Analysis (Method SW 1010)	For: Twenty 00/100	20 —	40 —
511-3	2.00 EACH	Corrosivity Analysis (Method SW 1110)	For: Five 00/100	5 —	10 —
511-4	2.00 EACH	Reactivity Analysis (Methods SW 9010 and SW 9030)	For: Forty Five 00/100	45 —	90 —

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NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
511-5	2.00 EACH	Total Petroleum Hydrocarbons (Method EPA 418.1)	For: Eighty Five 00/100	85-	170-
511-6	2.00 EACH	Purgeable Aromatics (Method EPA 8020 or 602)	For: Seventy Five 00/100	75-	150-
511-7	2.00 EACH	PCB Analysis (Method EPA 8080)	For: Seventy 00/100	70-	140-
519	10.00 CY	Sand Bags in Place	For: One Hundred 00/100	100-	1000-
520A	100.00 EACH	Type "A" Catch Basin Insert-Sediment Control Types (Combination Inlet)	For: One Thousand Ninety 00/100	1090-	109,000-
520B	100.00 EACH	Type "B" Catch Basin Insert-Sediment Control Type (Curb Inlet Only)	For: One Thousand Two Hundred Forty 00/100	1240-	124,000-
521A	200.00 EACH	Type "A" Catch Basin Insert-Filter Type (Combination Inlet)	For: One Thousand Two Hundred Forty 00/100	1240-	248,000-
521B	200.00 EACH	Type "B" Catch Basin Insert Filter Type (Curb Inlet Only)	For: One Thousand Two Hundred Forty 00/100	1240-	248,000-
532	100.00 CY	Transportation and Disposal of Contaminated Materials	For: One Hundred Fifty 00/100	150-	15,000
550A	3,000.00 CY	Transportation and Disposal of Uncontaminated Soils	For: Thirty Four 00/100	34-	102,000-
550B	1,000.00 CY	Transportation and Disposal of Uncontaminated Soils to County Facility	For: Five 00/100	5-	5000-
550C	1,000.00 CY	Transportation and Disposal of Uncontaminated Soils to County Facility & Spread	For: Six 00/100	6-	6000-

Nassau County DPW

Requirements Reconstruction & Dewatering-Drainage

Contract No. S8200105G

B F STONE CONTRACTING LTD

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Total Bid in Numbers $ 2,211,556.50

Total Amount in Words Two million Two Hundred Eleven Thousand Five Hundred Fifty Six Dollars & Fifty Cents

D F STONE CONTRACTING LTD

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: D.F. Stone Contracting Ltd

TELEPHONE NUMBER: 631-924-7500

WORK SITE OR FACILITY NAME: _____

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION:

1230 Station Rd

Mosford, NY 11763

Signature

7/9/18
Date

Bill Thoren VP
Print Name and Title of Signer

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

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 Federal ID No.	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
DiDonna Contracting LTD 1735 Jericho Tpk Mineola NY 11763 11-3358513	Requirements Contract Drainage Various Locations S82001-05G	7/10/18	2,211,555.50

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

No Plumbing, No Heat, No Electric on Project

- ☐ 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.

Subcontractor's Name, Address and Federal ID No.	Check (✓) only one: Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
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 pages if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: VP Date: 7/9/18

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.

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: 7/9/18

Signed: [signature]

Print Name: Bill Thomas

Title: VP

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

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

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 George Hanlon
   Date of birth 3/6/49
   Home address 1418 Elmer St
   City/state/zip Wantagh NY 11793
   Business address 6230 Station Rd
   City/state/zip Medford NY 11763
   Telephone 631-924-2730
   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 9/1/97 Treasurer 9/1/97
   ~~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 Title 4502

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

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

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

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

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, George Heinlein, 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 9 day of July 2018

Lori Montaperto
Notary Public

LORI MONTAPERTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO6341694
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES AUGUST 6, 2020

DF Stone Contracting
Name of submitting business

George Heinlein
Print name

Signature

President
Title

7/9/18
Date

Business History Form

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

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

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

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

Date: July 7, 2018

1) Proposer's Legal Name: D. F. Stone Contracting Ltd.

2) Address of Place of Business: 1230 Station Rd Medford, NY 11763

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

3) Mailing Address (if different): Same

Phone: 631-924-7500

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-3358513

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

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

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture, or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X If Yes, provide details for each such instance. _____

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest.

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

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.

Willing to adopt procedure to prevent conflict

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

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

i) Date of formation;

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

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

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company Suffolk County

Contact Person Ann Bravico

Address 335 Yaphank Ave

City/State Yaphank, NY 11980

Telephone 631-852-5196

Fax # 631-852-5221

E-Mail Address

Company: NCDPW

Contact Person: Scott Urban

Address:

City/State:

Telephone: 516-610-5244

Fax #:

E-Mail Address:

[redacted]

Company: Town of Brookhaven

Contact Person: Steve Tricario

Address:

City/State:

Telephone: 631-451-9242

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, Bill Thomas, 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 9th day of July 2018

Lou Montaperto
Notary Public

LORI MONTAPERTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO6341694
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES AUGUST 8, 2020

Name of submitting business: D.F. Stone Contracting Ltd.

By: Bill Thomas
Print name

Signature

Vice President
Title

7/9/2018
Date

COUNTY OF NASSAU

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

1. Name of the Entity: D.F Stone Contracting Ltd

Address: 1230 Station Rd

City, State and Zip Code: Medford, NY 11763

2. Entity's Vendor Identification Number: 11-3358513

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).

George Heisler Pres

Bill Thomas VP

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.

George Heisler 100%

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

NONE

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

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

NONE

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

N/A

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

N/A

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

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

Dated: 7/9/18

Signed:

Print Name: Bill Thomas

Title: VP

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

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

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

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

Bill Thomas - Vice President — 7/9/18
Name and Title of Authorized Representative — m/d/yy

Signature — 7/9/18 Date

D.F. Stone Contracting Ltd.
Name of Organization

1230 Station Rd Medford, NY 11763
Address of Organization

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PROPOSAL

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 Y

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)

D.F. Stone Contracting Ltd.
(Name of Business)

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:

X **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.

7/9/18 Bill Thomas - Vice President

Signature/Date Print Name and Position

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? 21 years

2. How many years in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 21 years
   b. as a Subcontractor _____

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address Owner of Contracting Officer
See attached			

(use additional blank sheets if additional space is necessary)

5. Have you ever failed to complete any work awarded to you? If so, when and why? No

NO TEXT ON THIS PAGE

(use additional blank sheets if additional space is necessary)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract? NO

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. In what other lines of business are you financially interested?
Trucking

9. 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
George Heinlein	President		All Areas	
Bill Thomas	Vice President		All Areas	

(use additional blank sheets if additional space is necessary)

10. 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.	Year of Service	Present Location
	See attached		

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

11. 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)

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

Thoughtly Inspected entire bid and location.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

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

Roc, Remarks Contract
Unknown Locations & work orders

14. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Bill Thomas

15. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
General Liability	American Southern -	1,000,000.00 2,000,000.00	3/15/18 - 3/15/19
Umbrella	American Alternative	5,000,000.00 5,000,000.00	3/15/18 - 3/15/19
Workers Comp.	Wesco Ins.	1,000,000.00 1,000,000.00	11/25/17 - 11/25/
Disability	First Lehab	1,000,000.00 Statutory	11/1/10 - until cancelled
Auto	Wesco Ins	1,000,000.00	11/17/17 - 11/17/18

NO TEXT ON THIS PAGE

PROPOSAL

DETERMINATION OF LOW BID: Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

PROPOSAL

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

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

DF Stone Contracting LTD

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

Individual's Social Security Number: _____

Firm or Corporation's Federal ID Number: 11-3358513

Firm or Corporation's Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 7/9/18

(Print): Bill Thomas Title: VP

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____ day of _____ 20____

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____ day of _____ 20____

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

Bill Thomas Being duly sworn, deposes and says. That he resides at Manorville NY, that he is the V.P of DF Stone Contracting of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 27th day of July 20 18

Lori Montaperto
Notary Public

LORI MONTAPERTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MO6341894
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES AUGUST 6, 2021

NO TEXT ON THIS PAGE

D F STONE CONTRACTING LTD

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

June 29, 2018

RE: Reconstruction and Dewatering of County Drainage Facilities, various locations, Nassau County, NY

CONTRACT NO.: S82001-05G

ADDENDUM No. 1

To all prospective Bidders:

1. This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following clarifications into account in rendering a Bid for this Work:

GENERAL

A. Response to Bidders Questions:

Q. *Please clarify the correct performance bond amount: on page 13 of 346 paragraph J mentions $ 1,400,000.00; on page 135 of 346, paragraph E mentions $ 2,000,000.00 — which amount is correct?*

A. The correct performance bond amount is Two Million Dollars ($2,000,000.00).

Q. *Regarding Item # 503 – Water Control, the basis of payment says to be paid under an allowance, but there isn't any amount provided on the bid sheet. Would this be related to Item # 510 – Force Account Work? The amount provided here is $ 300,000.00.*

A. Item 503 – Water Control is a force bid. Bidders must bid Three Hundred Thousand Dollars ($300,000.00). The work will be paid on a labor and materials basis as defined under the appropriate section of the Contract Documents.

Bill Thomas VP 7/9/18

END OF ADDENDUM No. 1

NASSAU COUNTY	ONGOING		$1,900,000.00	SCOTT URBAN	NASSAU COUNTY HAS UTILIZIED THIS CONTRACT NOT ONLY FOR DRAINAGE FACILITIES
RECONSTRUCTION & DEWATERING				NCDPW	BUT FOR SPORTS FIELDS, CULVERTS AND RECHARGE BASIN REMEDIATION ETC.
OF COUNTY DRAINAGE FACILITIES				516-571-6967	
NASSAU COUNTY	CLOSE OUT		$390,000.00	JOHN DEMPSEY	CAPITAL PROJECT TO REMEDIATE DRAINAGE ISSUES
WHALENECK CREEK				NCDPW	
				516-571-6818	
NYSDOT	COMPLETED	10/1/2013	$1,922,000.00	CARY LEUSCHNER	NYS OWNED RECHARGE BASIN RECONDITIONING
D 261856-RECHARGE BASIN				NYSDOT	
				631952-6041	
SUFFOLK COUNTY DPW	COMPLETED	12/31/2013	$3,250,000.00	JUSTIN HIPPERLING	DRAINAGE, SIDEWALKS, RESTORATION
DRAINAGE & SIDEWALKS				SCDPW	
THROUGHOUT SUFFOLK COUNTY				631-852-4003	
TOWN OF BROOKHAVEN	COMPLETED	9/30/2013	$585,000.00	CHRIS DWYER	DRAINAGE,SIDEWALKS, RESTORATION
COLLEGE ROAD				LKM	
				631-286-8668	
TOWN OF BROOKHAVEN	ONGOING		$875,000.00	TONY GALINO	AS PER WORK ORDER- DRAINAGE, RESTORATION, CURB, SIDEWALK, ASPHALT
DRAINAGE REQUIREMENTS				TOB	
				631-457-9216	
TOWN OF BROOKHAVEN	COMPLETE		$68,000.00	CHRIS DWYER	SEPTIC SYSTEM INSTALLATION
MEDFORD ATHLETIC COMPLEX				LKM	
				631-286-8668	
TOWN OF HEMPSTEAD	COMPLETED	3/30/2015	$496,000.00	JOE MARCIANO	DRAINAGE, CURB, SIDEWALK, PLANTINGS
DOGWOOD AVENUE STREETSCAPE				TOH	
				516-538-7100	
TOWN OF ISLIP	COMPLETED	5/19/2014	$418,000.00	CHRIS DWYER	PHASE 1 IMPROVEMENTS
				LKM	SITE CLEARING/GRADING
				631-286-8668	
VILLAGE OF BRIGHTWATERS	ONGOING		$89,675.00	DAN FALASCO	DRAINAGE REQUIREMENTS CONTRACT
VILLAGE OF HEAD OF THE HARBOR	ONGOING		$83,750.00	631-457-7775	DRAINAGE REQUIREMENTS CONTRACT

D F STONE CONTRACTING LTD

D F STONE CONTRACTING LTD

Purchasing

335 Yaphank Ave, Yaphank, NY 11980
Phone: 631-852-5196 Fax: 631-852-5221

Contracts

Green = New Contract Red = Contract is not available for use by political subdivisions.
Click on the Blue links below the Commodity column for contract details.

Return to Search Page

Commodity	Contract Number	Vendor Name	Purchasing Agent	Expiration Date
DISASTER RESPONSE SERVICES AND EQUIPMENT	16-13.10.3	D F STONE CONTRACTING LTD	ANN BRAVICO	11/21/2017
IMPROVEMENTS TO RECHARGE BASIN	5-17.3.30A1	D F STONE CONTRACTING LTD	ANN BRAVICO	07/25/2018
REHABILITATION OF CULVERTS	27-14.8.28A1	D F STONE CONTRACTING LTD	ANN BRAVICO	11/02/2017

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D F STONE CONTRACTING LTD

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Commodity	Contract Number	Vendor Name	Purchasing Agent	Expiration Date
CONCRETE - RECYCLED AGGREGATE	CRA-091215	D F STONE CONTRACTING LTD	ROBIN MUDGE	09/11/2016
DISASTER RESPONSE SERVICES AND EQUIPMENT	16-13.10.3	D F STONE CONTRACTING LTD	ANN BRAVICO	11/21/2016
IMPROVEMENTS TO SUFFOLK COUNTY RECHARGE BASINS	12-12.4.12A2	D F STONE CONTRACTING LTD	ANN BRAVICO	06/11/2016
REHABILITATION OF CULVERTS	27-14.8.28A1	D F STONE CONTRACTING LTD	ANN BRAVICO	11/02/2016

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Commodity	Contract Number	Vendor Name	Purchasing Agent	Expiration Date
ASPHALT & BITUMINOUS MATERIAL, SAND & STONE AGGR, TOPSOIL, MULCH, DISPOSAL OF ROAD METAL	23-13.11.7-P	D F STONE CONTRACTING LTD	ANN BRAVICO	12/22/2014
ASPHALT & BITUMINOUS MATERIAL, SAND & STONE AGGR, TOPSOIL, MULCH, DISPOSAL OF ROAD METAL	23-13.11.7-S	D F STONE CONTRACTING LTD	ANN BRAVICO	12/22/2014
CONCRETE - RECYCLED AGGREGATE	CRA-091213	D F STONE CONTRACTING LTD	ROBIN A. MUDGE	09/11/2014
DISASTER RESPONSE SERVICES AND EQUIPMENT	16-13.10.3	D F STONE CONTRACTING LTD	ANN BRAVICO	11/21/2014
DRAINAGE INSTALLATION, REPAIRS & SERVICE	DIRS-082113	D F STONE CONTRACTING LTD	ROBIN A. MUDGE	08/20/2014
IMPROVEMENTS TO SUFFOLK COUNTY RECAHRGE BASINS	12-12..4.12A1	D F STONE CONTRACTING LTD	ANN BRAVICO	06/11/2015
IMPROVEMENTS TO SUFFOLK COUNTY RECHARGE BASINS	12-12.4.12A2	D F STONE CONTRACTING LTD	ANN BRAVICO	06/11/2015

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BILL THOMAS L.S. V.P.
10 HANEY COURT
MANORVILLE, NEW YORK 11749

1977 – 1992	**MONTROSE SURVEY CO.** 116-20 Metropolitan Ave, Richmond Hill, NY 11418 718-849-0600
1992 - 1995	Estimator & Job Super
1996 - Present	Chief Estimator, V.P. Oversee All Projects For Municipalities & Private Sector

PROJECTS

Jones Beach Sewer Outfall	3 Miles of 12" Force Man, Pump Station 25' Deep Installing Sheeting and Dewatering.
NYS DOT	Numerous Contracts Over the Past 16 Years.
Nassau County DPW	Numerous Contracts Over the Past 8 Years.
Suffolk County Water Authority	Numerous Contracts Over the Past 18 Years with Turf being One of the Main Ones.
Village of Lloyd Harbor	Shore Line Revetment, Shore Road, Lloyd Harbor
Town of Brookhaven	Shore Line Revetment, East Setauket

D.F. STONE CONTRACTING, LTD.
1230 STATION ROAD
MEDFORD, NEW YORK 11763
(631) 924-2730 (631) 924-7608 FAX

EQUIPMENT LIST

2	(Two)	350 / 300 Excavator
1	(One)	PC-88-MR-8 Hydraulic Excavator
1	(One)	PC-228-USLC-8 Hydraulic Excavator
1	(One)	PC 138 Mini Excavator
6	(Six)	WA-480 / WA-470 PayLoader
1	(One)	D-39-PX-23 BullDozer
1	(One)	D-41 BullDozers
1	(One)	D-61 BullDozer
1	(One)	WB-140 Backhoe
3	(Three)	Takeuchi Track-Loader
1	(One)	Gehl Skid-Steer Loader
1	(One)	CAT Skid-Steer Loader
1	(One)	Case Track Loader
1	(One)	Ingersoll-Rand DA-30 Roller
1	(One)	Ingersoll-Rand SD-115D Compactor
1	(One)	Leeboy 8500 Paving Box
1	(One)	Wacker RD-880 Roller
8	(Eight)	Tractors
10	(Ten)	Dump Trailers
3	(Three)	14 Wheel Dump Trucks
1	(One)	10-Wheel Dump Truck

Continued ...

3	(Three)	Screening Plants
3	(Three)	Sheeting Box
1	(One)	Reversible Plate Tamper
4	(Four)	Plate Tamper
7	(Seven)	Pump & Hose (2-1/2" to 6")
1	(One)	EDCO SS-26-3K Self-Propelled Concrete / Asphalt Saw
1	(One)	Turbo-Tech MN-1000 HARV Mechanical Hydroseeding System

10-07-13

NEW YORK STATE LABORERS' ORGANIZING FUND

Samuel M. Fresina
Chairman

Keith Loscalzo
Vice Chairman

Joseph D'Amato
Treasurer

William Shannon
Secretary

John Hutchings
Director

LIUNA!
Feel the Power

Thomas Pipczynski
NYSLOF
35-11 35th Ave
Astoria NY
July 18, 2018

County of Nassau
Office of Public Works
1194 Prospect Avenue
Westbury N.Y. 11590

To Whom it may Concern,

As an Organizer/Prevailing wage agent I make it my goal to protect workers and their rights from irresponsible or unqualified bidders. These bidders are obligated by towns and villages to pay a prevailing rate to their workers and it is my job with your help, to see that this takes place. Too many times in the past we have seen these rules overlooked or disregarded. These so called responsible bidders take advantage of scared or undocumented workers by paying them an inferior rate or by working them more hours than they are actually paid. I noticed a bid on July 10th 2018 for **Recon & De-Watering of Nassau Co Drainage Facilities** that caught my attention, the apparent Low bidder was **D F Stone Contracting 1230 Station Road MEDFORD, NY 11763** this company may be a responsible and a qualified bidder but I would question the discrepancies in monetary numbers between them and the remaining bidders. This threw up a red flag for me and I would hope it did for you as well. I would like to point out that the lowest bid may be cheaper but it is not always better!

You can contact me by phone at 315-399-6534 or by email at tpipczynski@nyslof.org. I appreciate your time.

Sincerely,

Thomas Pipczynski

35-11 35th Avenue | Astoria, New York 11106
Phone: (718) 937-7447 | Fax: (718) 937-7874

Notice of Award

NO TEXT ON THIS PAGE

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

NOTICE OF AWARD

June 25, 2019

George Heinlein, President
D.F. Stone Contracting, Ltd.
1230 Station Road
Medford, New York 11763

Dear Mr. Heinlein:

As a result of bids received on July 10, 2018 for work to be done under:

CONTRACT NO: S82001-05G
TITLED: Requirements Contract for the Reconstruction & Dewatering of County Drainage Facilities-Various Locations

You are hereby notified that you are awarded the contract by the County of Nassau, as the lowest responsible bidder, as per Nassau County Resolution Number **180-2019** and the County Executive's subsequent approval of the contract. The Rules Committee of the Nassau County Legislature accepted the terms of this Requirements contract as two (2) years, and the estimated expenditures under this contract is $ 2,400,000.00 (two million four-hundred thousand dollars), with the extension of two (2) additional years pending approval of the Department. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

1. **Insurance and Performance and Labor and Material Bonds:**
You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, and two (2) copies of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

Re: CONTRACT NO: S82001-05G
TITLED: Requirements Contract for the Reconstruction & Dewatering of County Drainage Facilities-Various Locations

2. Signing and Execution of the Contract:

Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract no later than **10:30 A.M. on Wednesday, July 10, 2019.** Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

SSG:KGA:

c: Rakhal Maitra, Deputy Commissioner of Public Works
Richard Iadevaio, Superintendent of Highway & Drainage Construction
Loretta Dionisio, Assistant to Deputy Commissioner
Jose Viteri, Civil Engineer II

AGREEMENT

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Agree H&GE REQ

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK NASSAU COUNTY, NEW YORK

Contract No. S82001-05G

THIS AGREEMENT,

made and executed this _____ day of _____, 20 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

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ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean: the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and as contained in the books prepared by the Department of Public Works of Nassau County entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction" & "Traffic Signal Specifications & Standard Drawings".

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the Plans and Specifications therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made a part of this

Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

ARTICLE VI. ABANDONMENT OF WORK

It is mutually agreed that if the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing, or if this Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time, the Commissioner of Public Works shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessary or unreasonably delayed, or that the Contractor is violating any of the provisions of this Contract, the Commissioner of Public Works, with the approval of the County Executive without prejudice to any other rights or remedy of the County shall notify the Contractor by a written notice to discontinue the work, or such part thereof, and cease to have any right to possession of the ground, and the County shall thereupon have the right by contract, or otherwise, as may be determined, to complete the work or such part thereof, and to charge the expense thereof to Contractor, and take possession of and use therein such materials plant and machinery, implements and tools of every description as may be found upon said work. The expense so charged shall be deducted and paid by the County out of the monies due or to become

due the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum which would have been payable under this Contract if the Contract had been completed by the Contractor, the Contractor and his sureties shall pay the amount of such expense to the County of Nassau.

ARTICLE VII. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County, it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE VIII. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material 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, material 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 IX. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for 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 of 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

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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 to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker'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 or 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, it's 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 to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for

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damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVI for schedule.

ARTICLE X. 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 of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

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.

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ARTICLE XI. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XII. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence in this Contract, and that there will be on the part of the County considerable monetary damage in the event of any delay in the completion of the same. The sum of $ 500.00 per day is hereby agreed upon as the liquidated damages for each and every day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay. The party of the second part hereby agrees that the sum of $ 500.00 for each such day shall be deducted and retained out of monies which may become due hereunder. The County agrees that the date when such liquidated damages shall cease to accrue shall be the date of advise of completion as given by the Commissioner of Public Works, and waives the right of such liquidated damages as to the period covered by the final inspection and by notice to any parties interested. When work is stopped by order of the Commissioner of Public Works during the Winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

* See Article XXVI for schedule.

ARTICLE XIII. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of $2,000,000.00, two million dollars, 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; Copies of both bond forms are provided with the Contract Bid Documents, and must be used, no other forms are acceptable. The Performance bond and Labor and Material 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.

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. The amount of said Bond shall not exceed the limits set by the aforesaid Certificates of Solvency.

ARTICLE XIV. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants 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.

ARTICLE XV. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVI. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates for this Contract have been applied for and should be attached. If the updated schedule has not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of

Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

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

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

d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

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

f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Suchwritten notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of

such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant to 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.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the 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.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public

improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violation of Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a.

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

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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 any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

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NEW YORK STATE

SCHEDULE OF PREVAILING HOURLY WAGE RATES

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Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2017 through 2018
Date Requested 05/17/2018
PRC# 2018005580

Location Nassau County-Various
Project ID# S82001-05G
Project Type Contract Involves the rehabilitation of degraded and/or deteriorated Drainage Facilities Including Storm Water Basins and Drainage Corridors throughout Nassau County.

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 2017 through June 2018. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. See Spota Bill Notice. 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.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work
Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2017 through 2018
Date Requested 05/17/2018
PRC# 2018005580

Location Nassau County-Various
Project ID# S82001-05G
Project Type Contract Involves the rehabilitation of degraded and/or deteriorated Drainage Facilities Including Storm Water Basins and Drainage Corridors throughout Nassau County.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: **This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.**

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** — First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
- **Criminal Penalty** — First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.state.ny.us* or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

*NOTE: **The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30

"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 PW30 Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30 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 PW30.1

(Previously 30R)

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30.1 check to be sure ...

- x There is a Dispensation of Hours in place on the project.
- x The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- x 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:

- x 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)
- x 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:

- x Enter the Prevailing Rate Case number (PRC#) assigned to this project
- x Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- x Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- x If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- x On the Checklist of Job Classifications -
  - o Go to pages 2 and 3 of the form
  - o Place a checkmark in the box to the right of the Job Classification you are choosing
  - o Mark all Job Classifications that apply

    Do not write in any additional Classifications or Counties.

Requestor Information:

- x 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:

- x Mail the completed PW30 [illegible] form to: NYSDOL Bureau of Public Work, SOBC – Bldg. 12 – Rm. 130, Albany, NY 12240 -OR-
- x Fax the completed PW30 [illegible] form to: NYSDOL Bureau of Public Work at (518)485-1870

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- ☐ 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 and then **mail or fax** to the address above.

Contractor Information

Company Name:_____ FEIN: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone No:_____ Fax No:_____ Email: _____

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 3-8)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date: _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties** & **Partial Counties**.

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton County
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren County
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

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
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 36	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-Ith-Z2	12, 55		

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	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
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		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
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		
Painter	150	28, 59, 62	26, 35	

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
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
~~Sheetmetal Worker~~	~~46~~	~~26, 28, 35, 50, 59, 62~~		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. 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) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	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	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker

05/01/2018

DISTRICT 4

JOB DESCRIPTION Asbestos Worker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Abestos Worker
Removal & Abatement Only* $ 44.00

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Abestos Worker
Removal & Abatement Only $ 8.70

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice
Removal & Abatement $ 8.70

4-12a - Removal Only

Boilermaker

05/01/2018

DISTRICT 4

JOB DESCRIPTION Boilermaker

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES Per Hour:	07/01/2017	01/01/2018
Boilermaker	$ 55.23	$ 67.17
Repairs & Renovations	$ 55.23	$ 57.17
SUPPLEMENTAL BENEFITS Per Hour:	07/01/2017	01/01/2018
Boilermaker	32% of hourly	32% of hourly
Repair $ Renovations	Wage Paid + $ 25.27	Wage Paid + $ 25.35

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
See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2017 32% of Hourly Wage Paid Plus Amount Below	01/01/2018 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.35	$ 19.37
2nd Term	20.20	20.22
3rd Term	21.04	21.06
4th Term	21.89	21.92
5th Term	22.74	22.77
6th Term	23.60	23.62
7th Term	24.43	24.46

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

4-5

Carpenter 05/01/2018

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2017

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

8-1556 Db

Carpenter — 05/01/2018

JOB DESCRIPTION Carpenter — DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2017

Carpet/Resilient
Floor Coverer $ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 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 - (1) year terms:

1st	2nd	3rd	4th
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour - all apprentice terms:

$ 31.11

8-2287

Carpenter — 05/01/2018

JOB DESCRIPTION Carpenter — DISTRICT 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2017

Marine Construction:

Marine Diver $ 65.38
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 — 05/01/2018

JOB DESCRIPTION Carpenter — DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2017

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:

(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

05/01/2018

Carpenter

DISTRICT 8

JOB DESCRIPTION Carpenter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:
07/01/2017

Timberman $ 46.99

SUPPLEMENTAL BENEFITS
Per Hour Worked:
07/01/2017

$ 48.23

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
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 Trn

Carpenter 05/01/2018

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, TompkinsCorner, 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:	07/01/2017	10/17/2017
Core Drilling:		
Driller	$ 38.82	$ 39.69
Driller Helper	30.96	31.62

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:	07/01/2017	10/17/2017
Driller and Helper	$ 24.66	$ 25.45

OVERTIME PAY
OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter 05/01/2018

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES

Per hour:	07/01/2017
Show Exhibit	$ 52.50
Bldg. Carpenter	52.50*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS
Per hour worked:

Show Exhibit & Bldg. 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:

(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 / Heavy&Highway

05/01/2018

JOB DESCRIPTION Carpenter - Building / Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2017

Carpenter (Building)	$ 49.02
Carpenter (Heavy Highway)	$ 49.02

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories $ 31.47

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
$ 23.48	$ 27.61	$ 29.68	$ 33.81

Supplemental Benefits
Per Hour:

All Terms: $ 17.95

4-Reg.Council Nass/Suff

Carpenter - Building High Rise Concrete Form Work

05/01/2018

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES
Per hour: 07/01/2017

Building High Rise:

Concrete Carpenter A	$ 50.78
Concrete Carpenter B*	$ 39.07

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS
Per hour:

Concrete Carpenter A	$ 41.59
Concrete Carpenter B	$ 16.75

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Concrete Carpenter Apprentices	$ 16.86	$ 23.16	$ 29.61	$ 37.07

Supplemental benefits per hour:

	1st	2nd	3rd	4th
Concrete Carpenter: Apprentices	$ 16.30	$ 16.43	$ 16.56	$ 16.71

8-NYC Bldg/212

Electrician 05/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2017	04/28/2018
Telephone and Intergrated Tele-Data System Electrician	$ 37.13	$ 37.48

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)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrican	16% of Hourly Wage Paid + $18.02	16% of Hourly Wage Paid + $18.68

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

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

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

4-25tel

DISTRICT 4

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Nassau, Suffolk

WAGES Per Hour:	07/01/2017	03/30/2018
Electrician		
Electrical Maintenance	$ 42.70	$ 43.20
Traffic Signal	$ 43.60	$ 44.10

"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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 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 + $17.20	12% of Hourly Wage Paid + $17.61

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, 18, 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
	07/01/2017-06/30/2018	07/01/2016-06/30/2018
1st	12% + $9.90	3% + $3.66
2nd	12% + $10.79	8% + $4.20
3rd	12% + $11.70	9% + $5.24
4th	12% + $12.59	10% + $ 7.00
5th	12% + $13.48	11% + $10.95
6th	12% + $13.66	12% + $14.05

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

4-25m

05/01/2018

Electrician

DISTRICT 4

JOB DESCRIPTION Electrician

ENTIRE COUNTIES
Nassau, Suffolk

WAGES Per Hour:	07/01/2017	04/30/2018
Electrician		

Pump & Tank	$ 41.05	$ 41.65

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	$ 12.32	$ 12.50
2nd Term	$ 14.37	$ 14.58
3rd Term	$ 16.42	$ 16.66
4th Term	$ 18.47	$ 18.74
5th Term	$ 24.63	$ 24.99
6th Term	$ 28.74	$ 29.16

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 05/01/2018

JOB DESCRIPTION Electrician DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2017	04/28/2018
Electrician/Wireman	$ 51.50	$ 51.75
HVAC Controls	51.50	51.75
Fire Alarms	51.50	51.75

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2017	04/28/2018
Electrician/Wireman (all catagories)	16% of Hourly Wage Paid + $24.96	16% of Hourly Wage Paid + $25.26

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One(1) Year Terms at the following Percetage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th

35% 35% 40% 45% 60% 75%

Supplemental Benefits Per Hour:

	07/01/2017	04/28/2018
1st	3% + $2.87	3% + $2.87
2nd	8% + $4.84	8% + $4.84
3rd	9% + $6.04	9% + $6.04
4th	10% + $ 8.19	10% + $8.19
5th	13% + $11.03	13% + $11.03
6th	14% + $17.29	14% + $17.29

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician

05/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2017

Tree Trimmer/Remover Line Clearance Specialist	$ 32.72
Groundman*	$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.

* Note: Groundman is not to exceed 20% of the total company workforce

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2017

Tree Trimmer/Remover Line Clearance Specialist and Groundman	19.75% of Hourly 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

05/01/2018

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2017	04/02/2018
Lineman/Splicer	$ 53.85	$ 55.60
Material Man	46.85	48.37
Heavy Equip. Operator	43.08	44.48

Groundman	32.31	33.36
Flagman	24.23	25.02

For Natural Gasline Construction:

Per Hour:	07/01/2017
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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 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:

	07/01/2017	04/02/2018
All Classifications	32% of Hourly Wage Paid + $ 11.93	32% of Hourly Wage Paid + $ 12.43

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

Natural Gasline Construction:

Per Hour:	07/01/2017
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:	07/01/2017	04/02/2018
All Terms	31% of Hourly Wage Paid + $11.93	31% of Hourly Wage Paid + $12.43

4-1049 Line/Gas

Elevator Constructor — 05/01/2018

JOB DESCRIPTION Elevator Constructor — DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2017	03/17/2018
Elevator Constructor	$ 62.64	$ 64.48

Modernization & Service/Repair	49.14	50.49

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 38.27	$ 39.98
Modernization & Service/Repair	37.25	38.94

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	$ 30.99	$ 32.50
2nd Term	31.69	33.22
3rd Term	32.82	34.38
4th Term	33.94	35.54

Modernization & Service/Repair

1st Term	$ 30.92	$ 32.43
2nd Term	31.32	32.83
3rd Term	32.37	33.92
4th Term	33.43	35.01

4-1

Insulator - Heat & Frost

05/01/2018

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Insulators Heat & Frost	$ 64.68

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 33.56

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 Per Hour:

1st	2nd	3rd	4th
$32.31	$38.77	$45.24	$51.68

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	$ 16.78
2nd	20.14
3rd	23.49
4th	26.85

4-12

05/01/2018

Ironworker

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:	07/01/2017	07/01/2018
Reinforcing & Metal Lathing	$ 56.28	$ 2.00/Hr. to be Allocated

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing	$ 33.30

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
$ 28.38	$ 32.38	$ 35.38	$ 37.38

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 11.34	$ 13.34	$ 17.30	$ 18.30

4-46Reinf

05/01/2018

Ironworker

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES Per Hour:	07/01/2017	01/01/2018
IRONWORKER:		
Ironworker Rigger	$ 60.47	Additional $1.36
Ironworker Stone Derrickman	$ 60.47	

SUPPLEMENTAL BENEFITS
Ironworker: $ 39.24

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
07/01/2017	$30.34	$30.34	$43.07	$47.89	$52.70	$52.70

Supplemental benefits:

Per hour paid:	$19.63	$19.63	$29.47	$29.47	$29.47	$29.47

9-197D/R

Ironworker 05/01/2018

JOB DESCRIPTION Ironworker DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2017	01/01/2018
Ornamental	$ 45.10	Additional
Chain Link Fence	45.10	$ 1.25/Hr.
Guide Rail Installation	45.10	To be allocated

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker: $ 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	$ 38.74
2nd Term	39.93
3rd Term	41.12
4th Term	43.51
5th Term	45.89

4-580-Or

Ironworker 05/01/2018

DISTRICT 4

JOB DESCRIPTION Ironworker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2017	01/01/2018	07/01/2018
Ironworker: Structural Bridges Machinery	$ 50.05	Additional $1.72/Hr. to be allocated	Additional $1.83/Hr. to be allocated

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$ 73.03

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	$ 26.12
2nd	26.72
3rd - 6th	27.32

Supplemental Benefits
PER HOUR:
All Terms 50.72

4-40/361-St

Laborer - Building

05/01/2018

DISTRICT 4

JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
WAGES
Per Hour:

	07/01/2017
Building Laborer	$ 39.40
Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	36.00

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 29.56
Asbestoes Abatment 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	$ 17.46
2nd Term	20.55
3rd Term	25.43
4th Term	30.41

Benifits per hour

1st Term	$ 19.65
2nd Term	22.44
3rd Term	22.44
4th Term	22.44

4-66

Laborer - Heavy&Highway 05/01/2018

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:

	07/01/2017	06/01/2018
GROUP # 1		
Total Wage Paid	$ 49.65	Additional
"Base Wage"	43.52	$ 2.37
GROUP # 2		
Total Wage Paid	$ 46.37	Additional
"Base Wage"	42.24	$ 2.33
GROUP # 3		
Total Wage Paid	$ 44.48	Additional
"Base Wage"	38.35	$ 2.21

NOTE: "Base Wage" for Premium/Overtime calculation Only. $6.13 is differance between "Base" and "Total"

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS $ 29.27

After Forty (40)paid hours in a work week
OVERTIME PAY $ 18.34

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: $38.35 X Time and One Half = $57.53 + $6.13 = $63.66
Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Goverment Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage

HOLIDAY
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Pecentage of the "Base 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:

All APPRENTICES	$ 29.27
After Forty(40) paid hours in a work Week	$ 18.34

4-1298

Mason

05/01/2018

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Brick/Blocklayer	$ 60.18

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer	$ 27.30

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	$ 16.90

4-1Brk

Mason - Building

05/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2017

Building: Tile Finisher	$ 43.36

SUPPLEMENTAL BENEFITS
Per Hour:

Journey worker	$ 20.57* 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

Mason - Building 05/01/2018

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:

	07/01/2017
Wages per hour:	
Mosaic & Terrazzo Mechanic	$ 52.46
Mosaic & Terrazzo Finisher	50.86

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic	$ 23.55* per hour paid plus $ 10.49 per hour worked
Mosaic & Terrazzo Finisher	$23.55* per hour paid plus $10.51 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
07/01/2017	$ 26.23	$ 28.85	$ 31.48	$ 34.10	$ 36.72	$ 39.35	$ 44.59	$ 49.84

Supplemental benefits per hour:

07/01/2017	$ 11.78* plus $ 5.22**
	$ 12.95* plus $ 5.73**
	$ 14.13* plus $ 6.24**
	$ 15.31* plus $ 6.77**
	$ 16.49* plus $ 7.29**
	$ 17.66* plus $ 7.81**
	$ 20.02* plus $ 8.85**
	$ 22.37* plus $ 9.90**

* Per Hour paid and subject to same premium as overtime wages.
** Per hour worked

9-7/3

Mason - Building 05/01/2018

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2017	01/01/2018
Building-Marble Restoration:		
Marble, Stone &	$ 40.62	$ 40.89

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS
Per Hour Paid:
Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	$ 26.06	$ 26.69

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	2nd	3rd	4th
0-900	901-1800	1801-2700	over 2700
70%	80%	90%	100%

Supplemental Benefits Per Hour:

07/01/2017	$ 23.25	$ 23.98	$ 24.72	$ 25.45
01/01/2018	24.24	25.02	25.81	26.59

9-7/24-MP

Mason - Building

05/01/2018

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:

	07/01/2017	01/01/2018
Marble Cutters& Setters	$ 58.18	$ 58.53

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 35.12	$ 36.22

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.

07/01/2017 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
$23.10	$25.98	$28.87	$31.76	$34.64	$37.53	$40.42	$43.30	$49.08	$54.85

01/01/2018

$23.34	$26.29	$29.22	$32.16	$35.11	$38.05	$40.98	$43.93	$46.82	$55.68

Supplemental Benefits per hour paid at the following term:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2017	$24.53	$25.31	$26.12	$26.91	$27.71	$28.51	$29.32	$30.12	$31.71	$33.31
01/01/2018	$25.69	$26.55	$27.44	$28.30	$29.16	$30.03	$30.91	$31.77	$33.50	$35.26

9-7/4

Mason - Building

05/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2017	01/01/2018
Marble, Stone,etc. Maintenance Finishers:	$ 22.42	$ 22.67

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:	$ 13.11	$ 13.34

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: (750 hour)terms at the following percentage of journeyman"s wage rate:	07/01/2017	01/01/2018
1st term 0-750	70%	70%
2nd term 750-1500	74%	74%
3rd trem 1501-2250	78%	78%
4th term 2251-3000	82%	82%
5th term 3001-3750	88%	88%
6th term 3751-4500	96%	96%

Supplemental Benefits:
Per hour paid

1st term	$ 12.77	$ 13.14
2nd term	12.78	13.15
3rd term	12.80	13.17
4th term	12.81	13.18
5th term	12.83	13.20
6th term	12.86	13.20

9-7/24M-MF

DISTRICT 9

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour:

	07/01/2017
Building:	
Tile Setters	$ 56.13

SUPPLEMENTAL BENEFITS
Per Hour:

Journey Worker	$23.60* 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 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000
$29.13	$33.57	$36.69	$40.13	$43.77	$47.22	$50.15	$53.93

Supplemental Benefits per hour:

1st term	$14.95* plus $0.75	6th term	$18.45* plus $1.58
2nd term	$14.95* plus $0.89	7th term	$15.95* plus $5.62
3rd term	$15.95* plus $1.15	8th term	$20.70* plus $6.06
4th term	$16.95* plus $1.20		
5th term	$17.45* plus $1.53		

9-7/52A

Mason - Building / Heavy&Highway 05/01/2018

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:

	07/01/2017
Stone Setter	$ 62.98
Stone Tender	$ 44.89

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 31.65
Stone Tender	$ 19.40

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
Nassau County DPW

* 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 $ 19.51

4-1Stn

Mason - Building / Heavy&Highway — 05/01/2018

JOB DESCRIPTION Mason - Building / Heavy&Highway — DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2017	01/01/2018
Marble-Finisher	$ 46.32	$ 46.66

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher	$ 33.29	$34.03

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 — 05/01/2018

JOB DESCRIPTION Mason - Building / Heavy&Highway — DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2017	07/01/2018
Cement Mason	$ 50.97	$ 2.00/Hr. to be Allocated

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 32.71
Overtime Rate*	$ 49.07

OVERTIME PAY
See (*B1, Q, V) on OVERTIME PAGE
* Applies to 9th and 10th hours and Saturday Work

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	$ 22.08/OT Rate $ 33.12
2nd Term	$ 24.21/OT Rate $ 36.32
3rd Term	$ 26.33/OT Rate $ 39.50

4-780

05/01/2018

Mason - Heavy&Highway

DISTRICT 4

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Pointer, Caulkers & Cleaners	$ 52.57

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 26.00

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 25.89	$ 28.97	$ 34.12	$ 41.33

Apprentices Supplemental Benefits:
(per hour paid)

$ 13.64	$ 18.15	$ 20.90	$ 21.60

4-1PCC

05/01/2018

Operating Engineer - Building

DISTRICT 4

JOB DESCRIPTION Operating Engineer - Building

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over).

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Power Winch (stone setting/structural steel), Scoop Carry-All Scraper (in tandem), Sideboom Tractor (Includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point), Mechanic (field man), Micro-Trap with Compressor, Power Winch Truck Mounted, Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work Boat.

	07/01/2017	06/01/2018
		Additional
Class "AA"	$ 73.56	$ 3.03/Hr
Cranes: Boom length over 100 feet add $ 1.00 per hour		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
		Additional
Class "A"	$ 61.03	$ 2.80/Hr
Add $3.50 for Hazardous Waste Work		
Class "B"	$ 57.86	$ 2.68/Hr
Add $2.50 for Hazardous Waste Work		
Class "C"	$ 55.74	$ 2.62/Hr
Add $1.50 for Hazardous Waste Work		
Class "D"	$ 44.18	$ 0.00
Add $1.00 for Hazardous Waste Work		
Class "E"	$ 42.23	$ 0.00

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 36.65
Overtime Rate	30.35

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before and day after Holiday to recieve Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

05/01/2018

Operating Engineer - Building / Heavy&Highway

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	08/01/2017
Well Driller	$ 35.75	$ 36.07
Well Driller Helper	$ 31.22	$ 31.39

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:	07/01/2017
Well Driller & Helper	$ 10% of straight time rate plus $ 11.95

Additional $ 3.45 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:	07/01/2017
1st Term	$ 20.84
2nd Term	$ 21.67
3rd Term	$ 22.33

SUPPLEMENTAL BENIFITS
Per Hour:

1st Term	10% of Wage + $ 5.10
2nd Term	10% of Wage + $ 5.60
3rd Term	10% of Wage + $ 6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term	10% of Wage + $ 5.85
2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 8.10

4-138well

05/01/2018

Operating Engineer - Heavy&Highway

JOB DESCRIPTION Operating Engineer - Heavy&Highway
Nassau County DPW

DISTRICT 4
Contract No. S82001-05G
Requirements-Reconstruction & Dewatering-Drainage

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:	07/01/2017
Heavy Highway/Building	
Party Chief	$ 67.76
Instrument Man	51.66
Rodman	44.30

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 34.23
Premium*:	
Heavy Highway/Building	$ 43.40
Premium**:	
Heavy Highway/Building	$ 52.56

* 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, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Heavy&Highway 05/01/2018

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, Directional Boring, Grader, Gradall, Hoist, Hydraulic Cherrypicker/crane, 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), Convetor-Multi, Curb Machine Asphalt/Concrete, Post Hole-Auger, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Wincher (all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":

Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer, Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pumps (double action, 4 inch and over, Hydraulic & Submersible), Jet Pump, Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor, Generator(small), Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 In.), Pump (Gypsum), Root Cutter, Stump Chipper, Oiler, Trenching Machine (Hand,walk behind), Track Tamper, Tractor (caterpiller or wheel),Welding Machine (Pile work & Structural Steel), Deckhand on Work Boat, Inspection/Safety Boat.

	07/01/2017	06/01/2018 Additional
Class "AA"	$ 72.86	$3.03
Cranes: Boom Length over 100 feet add $ 1.00 per hour		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
		Additional
Class "A"	$ 64.40*	$ 2.80
*Add $3.50 for Hazardous Waste Work.		
Class "B"	$ 60.12*	$ 2.68
*Add $2.50 for Hazardous Waste Work.		
Class "C"	$ 57.95*	$ 2.62
*Add $1.50 for Hazardous Waste Work		
Class "D"	$ 46.08	$ 0.00
*Add $1.00 for Hazardous Waste Work		
Class "E"	$ 44.12	$ 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	$ 36.90
Note: OVERTIME AMOUNT	$ 30.35

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 05/01/2018

JOB DESCRIPTION Operating Engineer - Marine Dredging DISTRICT 4

ENTIRE COUNTIES

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	07/01/2017	10/01/2017
CLASS A Operator, Leverman, Lead Dredgeman	$ 37.25	$ 38.18
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 32.21	$33.02
Certified Welder, Boat Operator(licensed)	$ 30.33	$ 31.09
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 29.50	$ 30.24
Welder (please add)$ 0.06		
~~Boat Operator~~	~~$ 28.54~~	~~$ 29.26~~
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 23.71	$ 24.30
Oiler(please add)$ 0.09		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2017	10-01-2017
All Classes A & B	$10.75 plus 8% of straight time wage, Overtime hours add $ 0.63	$11.23 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$10.45 plus 8% of straight time wage, Overtime hours add $ 0.48	$10.93 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$10.15 plus 8% of straight time	$10.63 plus 8% of straight time

wage, Overtime hours
add $ 0.33

wage, Overtime hours
add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2018

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 Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2017
Survey Classifications	
Party Chief	$ 42.29
Instrument Man	35.39
Rodman	31.04

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 17.70

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

05/01/2018

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:	07/01/2017 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

Painter 05/01/2018

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2017
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	50.03

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2017
Paperhanger	$ 26.19
All others	24.47
Premium	26.97**

**Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2017
Appr 1st term...	$ 17.85*
Appr 2nd term...	23.26*
Appr 3rd term...	28.14*
Appr 4th term...	37.52*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour worked:	07/01/2017
Appr 1st term...	$ 12.77
Appr 2nd term...	15.62
Appr 3rd term...	18.06
Appr 4th term...	22.88

8-NYDC9-B/S

Painter 05/01/2018

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2017
Drywall Taper	$ 46.85

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2017
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: 07/01/2017

1500 hour terms at the following wage rate:

1st term	$ 17.85
2nd term	$ 23.26
3rd term	$ 28.14
4th term	$ 37.52

Suppemental 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 — 05/01/2018

JOB DESCRIPTION Painter — DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd, the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2017
Drywall Taper	$ 51.98

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017
Journeyworker:	$ 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 month terms (year consists of 1500 hours).

	07/01/2017
1st year	$ 19.23
2nd year	$ 31.23
3rd year	$ 41.61

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 11.25
2nd term	$ 15.02
3rd term	$ 17.00

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel 05/01/2018

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:	07/01/2017	10/01/2017	10/01/2018
	$ 49.50 + 6.38*	$ 49.50 + 6.38*	$ 49.50 + 6.38*

ADDITIONAL $6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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:	07/01/2017	10/01/2017	10/01/2018
	$ 7.50 + 23.40*	$ 8.25 + 24.35*	$ 9.50 + 26.05*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

	07/01/2017	10/01/2017	10/01/2018
1st year	$ 22.35	$ 22.65	$ 23.13
2nd year	33.53	33.98	34.73

3rd year	44.70	45.30	46.30

Supplemental Benefits - Per hour worked:

1st year	$ 12.36	$ 12.76	$ 13.44
2nd year	18.54	19.14	20.16
3rd year	24.72	25.52	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping

05/01/2018

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:

	07/01/2017
Painter (Striping-Highway):	
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

	07/01/2017
Striping-Machine operator	$ 14.18
Linerman 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

05/01/2018

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

	07/01/2017	06/01/2018
Metal Polisher	$ 29.73	$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2017	06/01/2018
Journeyworker:		
All classification	$ 7.55	$ 7.65

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:

	07/01/2017	06/01/2018
1st year	$ 12.14	$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplentals benefits:
Per hour paid:

1st year	$ 5.62	$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

Plumber 05/01/2018

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2017 05/10/2018

Plumber/		
PUMP & TANK	$ 44.24	$ 44.49

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 25.23	$ 26.98

OVERTIME PAY
See (B, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays If Worked Only

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

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benifits Per Hour:

1st Term	$13.31	$15.06
2nd Term	$13.95	$15.70

3rd Term	$14.77	$16.52
4th Term	$16.15	$17.40
5th Term	$16.38	$20.13

4-200 Pump & Tank

Plumber — 05/01/2018

JOB DESCRIPTION Plumber — DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2017	11/01/2017
Plumber	$ 51.48	$ 52.48

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 38.72	$ 39.22

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE 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:

	07/01/2017	11/01/2017
1st Term	$ 25.16	$ 25.66
2nd Term	27.47	27.97
3rd Term	28.24	29.34
4th Term	30.33	30.83
5th Term	31.91	32.41

4-200

Plumber — 05/01/2018

JOB DESCRIPTION Plumber — DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2017	05/01/2018
Plumber MAINTENANCE ONLY	$ 30.30	$ 30.80

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	$ 15.65

OVERTIME PAY
See (B, J) on OVERTIME PAGE

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

4-200 Maintance

Roofer

05/01/2018

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour

	07/01/2017	05/01/2018
ROOFER/Waterproofer		
Total Wage to be Paid	$ 44.00	$1.50 Per Hour to be allocated
"Base" Wage	40.00**	

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer	$ 31.62

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: $40.00 x time and one half = $60.00 + $4.00 = $64.00)

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:

	07/01/2017
1st Term	$ 8.81
2nd Term	10.90
3rd Term	22.27
4th Term	25.38

4-154

Sheetmetal Worker

05/01/2018

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2017
Sign Erector	$ 47.67

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2017
Sign Erector	$ 44.44

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$12.55	$14.23	$15.89	$17.57	$24.30	$26.84	$29.27	$31.47	$33.65	$35.83

4-137-SE

Sheetmetal Worker

05/01/2018

DISTRICT 4

JOB DESCRIPTION Sheetmetal Worker

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Sheetmetal Worker	$ 53.22
Temporary Operation or Maintenace of Fans	42.58

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 45.04
Maintenance Worker	45.04

OVERTIME PAY
See (B, 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	$ 18.67
3rd & 4th Term	23.98
5th & 6th Term	29.29
7th Term	37.28
8th Term	39.83
9th Term	42.69

Per Hour: Supplemental Benifits

1st & 2nd Term	$ 16.49
3rd & 4th Term	22.75
5th & 6th Term	26.79
7th Term	32.84
8th Term	34.88
9th Term	36.84

4-28

Steamfitter

05/01/2018

DISTRICT 4

JOB DESCRIPTION Steamfitter

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

AC Service/Heat Service Steamfitter Maintenance $ 39.50

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 Steamfitter Maintenance $ 12.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

Steamfitter 05/01/2018

JOB DESCRIPTION Steamfitter DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2017

Steam/Sprinkler Fitter $ 61.81

Temporary Heat & AC $ 46.99

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler Fitter $ 49.18

Temporary Heat & AC $ 40.23

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
$ 24.76	$ 30.94	$ 40.29	$ 49.46	$ 52.55

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 20.20	$ 25.04	$ 32.28	$ 39.52	$ 41.94

4-638A-StmSpFtr

Teamster - Asphalt Delivery

05/01/2018

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	07/01/2017
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	07/01/2017
Asphalt Delivery	$ 29.94

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

	07/01/2017
Asphalt Delivery	$ 41.76

Light Construction Work
TRUCK DRIVER

	07/01/2017
Asphalt Delivery	$ 11.66

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building

05/01/2018

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris)

	07/01/2017
Trailers	$ 33.61
Straight Jobs	$ 33.31

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

07/01/2017
$ 33.20

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 05/01/2018

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

	07/01/2017
Concrete Delivery	$ 39.685

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

	07/01/2017
Concrete Delivery	$ 36.255

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2017
Heavy Construction Work Concrete Delivery	$ 40.665
Light Construction Work Concrete Delivery	07/01/2017 $ 12.775

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 05/01/2018

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.

07/01/2017

Site Excavating
(Chauffeurs) $ 37.545

Light Construction Work:
Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within these projects. Parking Lots and Office Buildings.

07/01/2017

Site Excavating
(Chauffeurs) $ 32.42

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2017

Heavy Construction Work
Chauffeurs $ 44.3725

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 GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double If Worked. (**25) Paid at Double If Worked.

4-282

Welder 05/01/2018

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 07/01/2017

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 Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

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 ☐

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

For inquiries where WCB is listed as the "Agency" please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 05/09/2018

Article 8

AGENCY	Fiscal Office	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		281 MILL ROAD P.O.BOX 298EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 844 OCEAN PARKWAYBROOKLYN 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 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
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		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
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

NYSDOL Bureau of Public Work Debarment List 05/09/2018

Article 8

DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
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 32094	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		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	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		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6565	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 STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 84 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	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	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
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 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	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 AVENUEATLANTA 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		6990 56TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL			CONSTANTINOS ZERVAS		37-11 35TH AVENUE	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

NYSDOL Bureau of Public Work Debarment List 05/09/2018

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DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 64TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
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	*****6629	DAKA PLUMBING AND HEATING LLC		2661 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		194 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2661 ROUTE 55POUGHQUAG NY 12570	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 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		181 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 36-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019

NYSDOL Bureau of Public Work Debarment List 05/09/2018

Article 8

DOL	DOL	*****5840	DYNA CONTRACTING INC		383 68TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 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	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1486	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/18/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 46TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 60 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0611	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2363	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/28/2016	09/28/2021
DOL	DOL		F KALAFATIS		2279 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	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 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	09/28/2016	09/28/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/15/2009	06/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018

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DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & 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 WAYALBANY 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	*****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 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY S OLSON		P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	*****0348	H N H CONTRACTORS CORP		4556 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	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	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-63 54TH STREET MASPETH NY 11378	02/26/2016	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	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 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	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/18/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1067 HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268	09/18/2013	03/21/2019

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DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-26 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****6627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 126 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY		620 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4812	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-26 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 126 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	06/09/2016	06/09/2021
DOL	NYC		JOSEPH MARTINO		1635 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
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	03/05/2019	03/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

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DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 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		C/O SOLUTION MATTERS INC 198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	*****8616	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/16/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 6 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022

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DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8631 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2016	02/04/2020
DOL	NYC	*****9590	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 PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 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 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	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	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
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
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
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		383 86TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018

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DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	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 CHATHA		8831 20TH AVENUE/SUITE 8E BROOKLYN NY 11214	11/17/2015	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 BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 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	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH 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	03/03/2019
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11386	05/15/2015	05/15/2020
DOL	DOL	*****8968	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
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 - 6TH FLNEW 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	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		58-83 54TH STREET MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138	03/07/2017	03/07/2022

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DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 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	08/25/2016	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 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAWPOWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAWPOWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	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	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/16/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3559	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL Nassau County DPW		*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/16/2013	06/16/2018

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DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX 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	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO 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	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
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	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		16-66 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET 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		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATIONS INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/18/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 387LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE.216	12/01/2015	12/01/2020

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DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 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 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		836 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1623	TM MECHANICAL CORP		130-43 92ND 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 SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL 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	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 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	02/06/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11366	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	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	236 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
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 STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021

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DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

NO TEXT ON THIS PAGE

Appendix D

Introduced by Legislator Denenberg

Local Law No. 17 2006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a law on December 13, 2006 with the approval of the County Executive.

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

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff's department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§ 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four – strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three – strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra law sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

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§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph on e of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence,

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

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.

ARTICLE XVII. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work.

ARTICLE XVIII. PAYMENTS

A. On or about the first of 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 therefor. 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 ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause ~~the amount therein to be paid to the Contractor.~~

B. Before any payments shall 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 this Section 220-a 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 laborer performed ~~upon the work under this Contract, setting forth therein the names~~ of the persons whose wages are unpaid and the amount due to each respectively.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing 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.

Agree H&GE REQ

ARTICLE XIX. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, 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 Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

ARTICLE XX. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate 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, certificate 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 specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate 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 specifications.

ARTICLE XXI. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor 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 of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision 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.

Agree H&GE REQ

ARTICLE XXII. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXIII. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXIV. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau and entitled "2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction" and the Standard "Traffic Signal Specifications & Standard Drawings" except as modified on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXV. CONTRACTOR'S MAINTENANCE/GUARANTEE.

The Contractor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the Commissioner all of his work for a period of one year from date of final acceptance of the Contract. The Contractor also agrees, for this period, to indemnify and save harmless the County, its Officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

Agree H&GE REQ

ARTICLE XXVI. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, 730 calendar days, with an extension of contract for (1) one year at the discretion of the Commissioner.

2. INSURANCE:

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

1) Minimum Limits of Liability, for each occurrence.
   a) Personal Injury - $ 2,000,000
   b) Property Damage - $ 1,000,000
   c) Or a Combined Single Limit of $ 3,000,000 or greater.

b. Owner's Contingent public liability Insurance
   1) For named insured, see: Article XIII. Sec. D.

3. Additional Named Insured (s) on Owners Protective Policy: EACH INSURED TO BE PROTECTED TO THE FULL LIMITS OF LIABILITY Protection to be extended to the owner of record of each parcel of real property upon which the contractor will operate. In case of public thoroughfares, the municipalities having jurisdiction thereof, shall be protected.

4. LIQUIDATED DAMAGES, **$500.00** per day

ARTICLE XXVII. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXVIII. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written

consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to 60 percent (60%) of the total contract price.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the Contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement systems.

C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b., above) he will notify the Contractor.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform ~~his work in strict accordance with this Contract.~~

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

~~F. 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 of 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 shall create any contractual relationship between any subcontractor and the County.

G. In addition, 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 said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

Agree H&GE REQ

ARTICLE XXIX. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition, the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXX. 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.

Agree H&GE REQ

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.

Compliance with Law.

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

Disclosure of Conflicts of Interest. In accordance with County

Agree H&GE REQ

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

Agree H&GE REQ

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: _____
Office of the Commissioner

D.F. Stone Contracting LTD ~~Contractor~~

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____ 7-16-19
Deputy County Attorney

Approved: _____ 7/16/19
Bureau of Real Estate & Insurance

Agree H&GE REQ

NO TEXT ON THIS PAGE

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

On this day of , 20 , before me personally appeared , County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and 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 16 day of August , 2019, before me personally appeared Brian J. Schneider , Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072856
Qualified in Nassau County
Commission Expires April 15, 2022

Agree H&GE REQ

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

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

On this 10 day of July , 2019 , before me personally came Brian M. Steinlein , to me known, who being by me duly sworn, did depose and say: That he/she resides at 475 Potters Blvd., Brightwaters N.Y. 11718 ; That he/she is the Vice President of D. Stone Contracting, Ltd. , the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

LAURA A STEIN
Notary Public - State of New York
NO. 01ST6179595
Qualified in Nassau County
My Commission Expires 12-11-19

Notary Public

(Acknowledgment by Contractor if a Company)

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

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

Notary Public

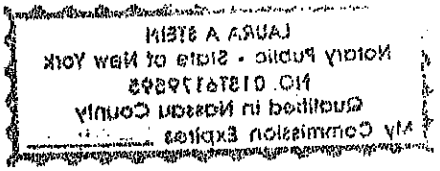
(Acknowledgment by Contractor if an Individual)

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

On this day of , 20 , before me personally came , to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

Agree H&GE REQ



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CONTRACT ADVISEMENT FORM
NUMIS. No. 550

Agree H&GE REQ

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW190000011

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
7	10	19	CAP	☑	☐	☐	CHPW190000011	PW	S82001-05G

ID: 11-3358513

VENDOR INFO.

Name: (30) DF Stone Contracting, Ltd.

Address: (30) 1230 Station Road

(30) Medford, NY 11763

(30)

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	82008	R01	PWCAPCAP	00004		1,307,000	00
2	82001	R01	PWCAPCAP	00004		904,556	50
3							
4							

DOCUMENT DESCRIPTION: (30)

TOTAL AMOUNT 2,211,556 50

COMMENTS

Requirements Contract
For the Reconstruction & Dewatering
Of County Drainage Facilities
Various Locations

Contract No. S82001-05G

Nassau County, New York

APPROVED: [signature] 9/16/19
COMPTROLLER'S OFFICE

DEPARTMENT - PREPARED BY:
NAME: Loretta DiMisio
DATE: 7/10/19
PHONE: 516 571 9634

DEPARTMENT - APPROVED BY:
[signature]
DATE: 7/10/19
TITLE: Commissioner

COMPTROLLER'S OFFICE CERTIFICATION:
I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
CONTRACT NUMBER: CHPW190000011
NAME: Jeffrey Schnirer
TITLE: Deputy Comptroller
DATE: 9/11/2019

CERTIFICATE OF ACCEPTANCE INTO NUMIS:
I certify that this document was accepted into NUMIS.
NAME:
DATE:

CHECK IF THIS DOCUMENT IS CONTINUED: ☐
PAGE ___ OF ___

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677. 10/01 rev.9/08

B01-19

B-1-19

RULES RESOLUTION NO 180 -2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND D. F. STONE CONTRACTING, LTD.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-24-19
Voting:
Ayes 7 Nays 0 Abstained 0 Recused 0
7 Legislators present

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S82001-05G, for REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DE-WATERING OF COUNTY DRAINAGE FACILITIES-VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK ["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 Department is representing to the Rules Committee that the term of this requirements contract is two (2) years, with a maximum amount of $ 2,400,000.00, and an option to renew by the Department for up to an additional two (2) years with a maximum amount of $ 2,400,000.00, and

WHEREAS, the firm of D. F. STONE CONTRACTING, LTD. ["Vendor"] has submitted the lowest responsible comparison 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 Commissioner of the Department is recommending to the Rules Committee that the contract be awarded to the vendor; 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.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

Agree H&GE REQ

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2019

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

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

PRODUCER	CONTACT NAME: Coverages Unlimited
Transportation Writers Inc. 20 Broadhollow Road Suite 1001A Melville NY 11747	PHONE (A/C, No, Ext): (631) 425-5111 FAX (A/C, No): (631) 425-2477 E-MAIL ADDRESS:
INSURED D.F. Stone Contracting, Ltd 1230 Station Rd Medford NY 11763	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: American Southern Home Insurance 41998 INSURER B: American Alternative Ins Co 19720 INSURER C: PHOENIX INS CO 25623 INSURER D: First Rehabilitation Life Ins. 81434 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19-20 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Completed Operations GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			88ASGL0000091-03	03/15/2019	03/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,000. $ 5,000. $ 1,000,000. $ 2,000,000. $ 2,000,000.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000.			93A2FF0000046	03/15/2019	03/15/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000. $ 5,000,000.
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		003L70892A	11/25/2018	11/25/2019	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000. $ 1,000,000. $ 1,000,000.
D	Disability			DBL122600	01/01/2010	01/01/9999		Statutory

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

RE: S82001-05G REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DEWATERING OF COUNTY DRAINAGE FACILITIES - VARIOUS LOCATIONS.
THE COUNTY OF NASSAU AND THE COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

COUNTY OF NASSAU, DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/19

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

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

PRODUCER
THE TINGO INSURANCE AGENCY INC
3771 NESCONSET HIGHWAY, SUITE 210
SOUTH SETAUKET, NY 11720

CONTACT NAME:
PHONE (A/C, No, Ext): (631) 619-4285 FAX (A/C, No): (631) 619-4289
E-MAIL ADDRESS: JTINGO@TINGOINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: WESCO INSURANCE COMPANY	25011
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
D.F. STONE CONTRACTING LTD
1230 STATION ROAD
MEDFORD, NY 11763

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS	Y		WPP1151314 03	11/17/18	11/17/19	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract No. S82001-05G - Reconstruction & Dewatering of County Drainage Facilities - Various Locations
Nassau County is included as additional insured.

CERTIFICATE HOLDER
County of Nassau (S82001-05G)
Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

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
Joseph C. Tingo

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Bond No: BND 929 88 420

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that D.F. STONE CONTRACTING, LTD. (hereinafter called the "Contractor") and QBE INSURANCE CORPORATION a corporation created QBE-SURETY.US-BOX@US.QBE.COM and existing under the laws of the State of PENNSYLVANIA, and licensed to do business in the State of New York, having its principal office in the city of NEW YORK, NY (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

TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 Dollars (2,400,000.00) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 8TH day of JULY, 2019

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the S82001-05G REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DEWATERING OF COUNTY ~~DRAINAGE FACILITIES - VARIOUS LOCATIONS~~ which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, and

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also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their,

NO TEXT ON THIS PAGE

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.

D.F. STONE CONTRACTING, LTD.
Contractor

by _____ President (L.S.) (Corporate seal of Contractor, if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

QBE INSURANCE CORPORATION
Surety

by _____ (L.S.)
Title of Officer
GLENN GLUBIAK, ATTORNEY-IN-FACT

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
SUE FEURING, WITNESS

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York)
)
ss.:
COUNTY OF Suffolk)

On this 8th day of July , 2019 , before me personally came George Heinlein to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Medford, NY that he is the President of the AF Stone Contracting Ltd. 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.

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County
Commission Expires April 26, 2022

Michael Stephen Ardini
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

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:
COUNTY OF SUFFOLK)

On this 8TH day of JULY , 20 19 , before personally came GLENN GLUBIAK to me Known, who being by me duly sworn, did depose and say that he resides in COMMACK, NEW YORK

that he is the ATTORNEY-IN-FACT of the QBE INSURANCE CORPORATION , 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 SUE FEURING further said that he is acquainted with GLENN GLUBIAK and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said GLENN GLUBIAK subscribed to the within instrument is in the genuine handwriting of the said GLENN GLUBIAK and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said GLENN GLUBIAK .

Jennifer Spadaro
Notary Public

JENNIFER SPADARO
Notary Public, State of New York
Reg. No. 01SP5017514
Qualified In Suffolk County
Commission Expires September 7, 2021

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

FINANCIAL STATEMENT

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

QBE.

BOND NO: BND 929 88 420

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Glenn Glubiak, AssuredPartners Northeast LLC. of Melville, New York** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 17, 2018.

Attest:

(Seal)

By: _____
Brett Halsey
Senior Vice President

QBE INSURANCE CORPORATION

By: _____
Matt Curran
Senior Vice President

STATE OF FLORIDA)
)SS.:
COUNTY OF SEMINOLE)

On this December 17, 2018, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LISA M PARENT
Notary Public – State of Florida
Commission # GG 177500
My Comm. Expires May 16, 2022
Bonded through National Notary Assn.

By: _____
Lisa M. Parent, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of JULY 2019.

(Seal)

By: _____
Jose Ramon Gonzalez, Jr., Corporate Secretary

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus
As of December 31, 2018
(In thousands)

	As of Dec 31, 2018
ADMITTED ASSETS	
Cash and invested assets	$ 1,348,507
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	269,513
Reinsurance recoverable on paid losses and loss adjustment expenses	141,253
Funds held by ceding companies	(985)
Net deferred tax asset	48,012
Investment income due and accrued	6,883
Receivables from parent, subsidiaries and affiliates	76,080
Other assets	299,347
TOTAL ADMITTED ASSETS	**$ 2,182,107**
LIABILITIES AND CAPITAL AND SURPLUS	
Liabilities	
Reserves for losses and loss adjustment expenses	$ 794,762
Unearned premiums	376,199
Reinsurance payable on paid loss and loss adjustment expenses	1,673
Ceded reinsurance premiums payable, net of commissions	125,793
Other expenses	30
Commissions payable	52,168
Funds held under reinsurance	1,047
Taxes, licenses and fees	1,325
Remittances and items not allocated	37,192
Payable to parent, subsidiaries and affiliates	69,569
Provision for reinsurance	5,403
Retroactive reinsurance	0
Amounts withheld or retained for account of others	(861)
Other liabilities	(22,844)
Total Liabilities	**$ 1,441,456**
Capital and Surplus	
Common stock	$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	788,175
Special surplus funds	0
Unassigned funds (deficit)	(52,412)
Total capital and surplus	**$ 740,651**
TOTAL LIABILITIES AND CAPITAL AND SURPLUS	**$ 2,182,107**

I, Matt Curran, Senior Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2018, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

QBE INSURANCE CORPORATION

By: Matt Curran, Senior Vice President

Subscribed and sworn to me this 22nd day of March, 2019.

By: Lisa M Parent
Lisa M Parent, Notary Public

LISA M PARENT
Notary Public - State of Florida
Commission # GG 177588
My Comm. Expires May 16, 2022
Bonded through Nations Notary Assn

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

QBE Insurance Corporation
of Harrisburg, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $740,650,557.(Capital $4,387,500.) as is shown by its sworn financial statement for the year ended December 31, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 25th day of March, 2019.

Linda A. Lacewell
Acting Superintendent

By *Ellen Buxbaum*

Ellen Buxbaum
Special Deputy Superintendent

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BOND NO: BND 929 88 420

LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that D.F. STONE CONTRACTING, LTD. as Principal,
(Here insert the name and address, or legal title, of the Contractor)

1230 STATION ROAD, MEDFORD, NY 11763,

hereinafter called Principal, and QBE INSURANCE CORPORATION
QBE-SURETY.US-BOX@US.QBE.COM,

a corporation of the State of PENNSYLVANIA, and licensed to do business in the State of New York, with its home office in

NEW YORK, NY, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, hereinafter called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

TWO MILLION FOUR HUNDRED THOUSAND AND 00/100 Dollars ($ 2,400,000.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated JULY 10, 2019 entered into a contract with Owner for,
S82001-05G REQUIREMENTS CONTRACT FOR THE RECONSTRUCTION & DEWATERING OF COUNTY

DRAINAGE FACILITIES - VARIOUS LOCATIONS,
which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such

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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 8th day of JULY 20 19

D.F. STONE CONTRACTING, LTD.
Contractor

by _____ President (L.S.) (Corporate seal of Contractor if a corporation)

by _____ (L.S.) Title

QBE INSURANCE CORPORATION
Surety

by _____ (L.S.)
Title of Officer
GLENN GLUBIAK, ATTORNEY-IN-FACT

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
SUE FEURING, WITNESS

(Acknowledgment by Contractor if a corporation)

NO TEXT ON THIS PAGE

STATE OF New York)

)

ss.:
COUNTY OF Suffolk)

On this 8th day of July , 2019 , before me personally came George Heinlein to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Medford, NY that he is the President of the D.F. Stone Contracting, Ltd. 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.

Michael Stephen Ardini
Notary Public

MICHAEL STEPHEN ARDINI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AR6220996
Qualified in Suffolk County
Commission Expires April 26, 2022

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF NEW YORK)

)

ss.:
COUNTY OF SUFFOLK)

On this 8th day of JULY , 20 19 , before me personally came GLENN GLUBIAK to me Known, who being by me duly sworn, did depose and say that he resides in COMMACK, NY

that he is the ATTORNEY-IN-FACT of the QBE INSURANCE CORPORATION, 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 SUE FUERING further said that he is acquainted with GLENN GLUBIAK and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said GLENN GLUBIAK and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said GLENN GLUBIAK .

Jennifer Spadaro
Notary Public

JENNIFER SPADARO
Notary Public, State of New York
Reg. No. 01SP5017514
Qualified in Suffolk County
Commission Expires September 7, 2021

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POWER OF ATTORNEY

FINANCIAL STATEMENT

QBE

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

BOND NO: BND 929 88 420

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Glenn Glubiak, AssuredPartners Northeast LLC. of Melville, New York** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 17, 2018.

Attest:

(Seal)

By: Brett Halsey
Brett Halsey
Senior Vice President

QBE INSURANCE CORPORATION

By: Matt
Matt Curran
Senior Vice President

STATE OF FLORIDA)
)SS.:
COUNTY OF SEMINOLE)

On this December 17, 2018, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LISA M PARENT
Notary Public – State of Florida
Commission # GG 177500
My Comm. Expires May 16, 2022
Bonded through National Notary Assn.

By: Lisa M Parent
Lisa M. Parent, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of JULY 2019.

(Seal)

By: J. R. G.
Jose Ramon Gonzalez, Jr., Corporate Secretary

QBE INSURANCE CORPORATION

Statement of Admitted Assets, Liabilities and Capital and Surplus
As of December 31, 2018
(In thousands)

	As of Dec 31, 2018
ADMITTED ASSETS	
Cash and invested assets	$ 1,348,507
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QBE INSURANCE CORPORATION

By: Matt Curran, Senior Vice President

Subscribed and sworn to me this 22nd day of March, 2019.

By: Lisa M Parent
Lisa M Parent, Notary Public

LISA M PARENT
Notary Public - State of Florida
Commission # GG 177588
My Comm. Expires May 16, 2022
Bonded through National Notary Assn.

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CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

QBE Insurance Corporation
of Harrisburg, Pennsylvania

a corporation organized under the laws of the State of Pennsylvania, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $740,650,557.(Capital $4,387,500.) as is shown by its sworn financial statement for the year ended December 31, 2018, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 25th day of March, 2019.

Linda A. Lacewell
Acting Superintendent

By *Ellen Buxbaum*

Ellen Buxbaum
Special Deputy Superintendent

RECONSTRUCTION AND DEWATERING

VARIOUS COUNTY DRAINAGE FACILITIES

NASSAU COUNTY

CONTRACT NO. S82001-05G

SPECIAL CONDITIONS

1. SPECIFICATIONS AND STANDARDS

All work included in this contract shall be in accordance with the following Nassau County Standard Specifications and Drawings, as modified and amended in the Contract Specifications and Drawings:

a. County of Nassau, Department of Public Works, 2009 Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction.

b. County of Nassau, Department of Public Works, Standard Sheets for the Construction of Highways and Bridges, approved 6-16-64 with revisions and additions.

c. County of Nassau, Department of Public Works, Traffic Engineering, Traffic Signal Specifications and Standard Drawings, January, 1981 and Addenda.

d. County of Nassau, Department of Public Works, Latest Standard Specifications and Standard Drawings for the Construction of Sanitary Sewers.

2. SCOPE OF WORK - The major item of work in this Contract is the dewatering and/or reconstruction of Drainage corridors and storm water basins. Other items of work include reconstruction of drainage structures, vegetation control, clearing and erosion control in stream drainage easements.

3. Terms of Agreement:

The Contract will begin with the initial commence work order thence for a period of 24 consecutive calendar months, unless extended by mutual agreement of the Commissioner and the Contractor.

4. The total value of this Contract shall not exceed the amounts appropriated together with any additional appropriation which may be made during the term of this Contract for the purpose of this Contract. It is estimated we will expend approximately $2,400,000 for the term of this Contract.

5. The Contractor is advised that Nassau County has made its best estimate to determine the quantities and various items of work to be utilized under this contract. The Contractor is further advised that this is a Requirement Type Contract and the County may use only one item of work or may use varying quantities of any combination or all of the Contract items during the period this Contract is in effect. This Contract shall hold the price bid for each unit (item) whether it be a single one or hundreds except as noted.

6. The Contractor is directed to notify the Sewer Permits Unit, at 571-6841, 48 hours in advance of starting sewer work so an Inspector can be provided to inspect the work.

7. At all times during the life of this contract the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.

8. All concrete required for this contract shall be air entrained. Except as otherwise specified, all cement used on this project shall be Type 2A (air entraining) or Type 2 with an approved air entraining agent added to the mix to produce air entrained concrete. Air entraining admixtures shall conform to the requirements of Part Two, Section B, material M21, Admixtures of the specifications.

9. The Contractor will provide a place for concrete test cylinders in proximity to the work so that the cylinders share the same curing conditions as the newly placed concrete. The Contractor will protect these cylinders for the three days they will be left on the job site.

10. UTILITIES

a. The Contractor is directed to notify all utilities well in advance of his beginning work to allow them time to mark out their facilities.

b. The Contractor is directed to notify all privately-owned utilities well in advance of his beginning work to allow them time to adjust their manholes and other castings.

c. The Contractor will see to it that utility valve boxes and manholes are readily accessible at all times. He will not store materials over them and should it become necessary to cover the boxes and manholes with spoil, he will devise a method for finding them quickly and assist the Utility Company to uncover them. Further, the boxes will be uncovered during non-working hours.

d. Prior to the award of contract, the Contractor will be required to submit a list, certified by LIPA, of his key personnel who have taken the LIPA Safety Course together with a statement that sufficient such trained personnel will be available on the job site at all times.

e. Mechanical excavation will not be used within two (2) feet on either side of any utility or house service so marked by the utility company. Hand digging will be required to expose the utility pipe.

f. Prior to backfilling, a LIPA representative will inspect all gas facilities. Damaged pipe will be repaired by the utility company before backfilling. The Contractor's attention is called to existing Long Island Power Authority overhead circuits. The Contractor is warned to keep all equipment and personnel a minimum of ten (10) feet from any conductor. The Contractor shall fully cooperate with the Long Island Power Authority and comply with its requirements for safe operation.

g. The Contractor's attention is called to the fact that there are utilities, both publicly and privately owned, that are now in place within the contract area. The owners of privately owned utilities may be relocating parts of their existing plants to conform with the new lines and grades of this project. The Contractor shall cooperate with the various agencies carrying out this work which must be coordinated with the work of this contract.

h. Existing structures, utilities and facilities, either shown or not shown on the Plans, above or below the ground which new items of work shall encounter, may not have been located accurately. The Contractor shall determine the locations and elevations of pertinent structures, utilities and facilities, before new installations are

started, so that there will be no interference with the progression of the work. Any conflict between existing structures, utilities and facilities and the new items of work shall be ascertained by the Contractor prior to commencing any work under the respective items and called to the attention of the Engineer.

i. Grades and locations of new installations may be changed by the Engineer, if necessary to prevent conflict with existing installations. Therefore, the Contractor shall determine the locations of all existing installations accurately, both as to line and grade, before new items of work are started.

j. If the above procedure is not followed by the Contractor and new work has to be removed and replaced, or there is a delay, all the cost will be borne by the Contractor, and the County will only pay for the amount of the items in place complete at the completion of the contract. The Contractor shall conduct his operations so that all utility services are maintained at all times.

k. The Contractor shall exercise extreme care in the performance of any operation, in the vicinity of the existing or relocated cable pipelines. No such operations shall take place without proper personnel of the Long Island Power Authority on hand. All excavation in the immediate vicinity of these lines shall be done by hand, with such application as to ensure that the pipe shall not be punctured or the coating disrupted. In the event that any length of cable pipeline is exposed, it shall be supported and protected to the satisfaction of LIPA inspection personnel. No blind sheeting shall be driven in the proximity of the existing electric cable pipes before first exposing these cable pipes by hand.

l. The Contractor should inspect the utility companies' plans to ascertain the location of the underground work and locations of crossings of sewer and drainage work. The Contractor shall coordinate his work with the work being done by the utility companies. It is anticipated that job meetings will be held at various times to aid in coordination of the work.

11. CLEANUP

a. Prior to final acceptance of the work under this contract, the Contractor shall clean the new pipe, manholes, catch basins and street where construction was undertaken, of accumulated dirt, sand or other materials which have washed into them. No direct payment shall be made for the aforementioned work, but shall be included in the prices bid for the various items of the contract.

b. The Contractor will be required to backfill and regrade all areas that are disturbed by him during the life of this contract. In all cases, disturbed areas shall be cleaned up and restored to the condition existing prior to the commencement of the work.

c. Where the disturbed area was originally earth, it shall be properly graded to meet and match the surrounding terrain, and left with a smooth surface. Clean-up shall be as defined herein above, but if in the opinion of the Engineer, the Contractor has exercised carelessness or disregard to private property in the conduct of his work, then restorative measures required thereto shall be included in this procedure.

d. No separate payment will be made for any of this clean-up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.

12. SUBLETTING

The attention of all bidders is directed to the appropriate provisions of General Conditions or Assign, relative to the percentage of work that may be assigned or sublet, which provisions will be enforced by the County in the manner it deems advisable.

13. JOB SITE SAFETY

Precaution shall be exercised by the Contractor at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

14. RUBBISH AND DEBRIS

The Contractor shall legally dispose of all unsuitable material, rubbish and debris at some separate location, not in the vicinity of the site.

15. PROTECTION OF FACILITIES

The Contractor shall protect all work done under this Contract from possible damage for the duration of the Contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him, or his employees through the construction operations up to the time of acceptance by the County.

16. CONSTRUCTION SITE

The Contractor shall obtain permission from the owner of a property before entering upon the property for any reason whatsoever. The construction site shall include areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

17. CONCRETE BREAKING

The Contractor is cautioned that the use of a ball operated from a crane or other equipment will not be permitted under any circumstances for the breaking up of any concrete. Any machine or method used must meet the approval of the Engineer.

18. DRAINAGE INSTALLATIONS

The Contractor shall plan his work and progress so that, at all times, either the new or the existing drainage facilities will function to carry off storm water runoff so that no damage or inconvenience will result.

19. SALES TAX EXEMPTIONS

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York and is exempt from the payment of Nassau County Sales and Uses Taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

20. COLD PATCH

Payment for cold patch material used in this contract will be made under Item 102.

21. REQUIREMENTS OF OTHER MUNICIPAL DEPARTMENTS

The Contractor shall give all necessary notices, obtain all permits and pay all fees in connection with the work under this contract. He shall comply with all laws, ordinances, rules and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these Specifications where and if a conflict occurs. This, however, shall not be interpreted as permitting the use of materials and equipment inferior to those specified.

22. PRIVATE FACILITIES IN PUBLIC RIGHTS-OF-WAY

a. The Contractor shall be aware that sprinkler heads, private lamp and sign posts, signs, electric signs, electric lines, water service, oil inlets, oil lines, horticultural planting, landscaping, etc. were owned privately, but exist in the public Rights-of-Way. The Contractor may be required to remove these appurtenances as ordered by the Engineer.

b. Payment for this work will be included in the price bid for the appropriate items of work.

23. SPECIAL O.S.H.A. NOTES

a. The Safety Provisions in the Specification are primarily to protect County Property and the Public against unsafe acts of the Contractor. The Occupational Safety and Health Act of 1970 requires that "Each Employer (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this Act". The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

b. Sheeting shall conform strictly to the Requirements of the O.S.H.A. Regulations for Construction-Subpart P, Excavation, Trenching and Shoring:

1926.650 General protection requirements;
1926.651 Specific excavation requirements;
1926.652 Specific trenching requirements; and
1926.653 Definitions applicable to this subpart.

24. The Contractor shall notify the Nassau County Police Dept., local Fire Dept. and Metropolitan Suburban Bus Authority in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.

25. SUPPLIES

a. The Contractor shall supply cans of spray paint that can be used with an approved applicator to County forces for mark out of the job limits for various items and traffic line layouts.

b. The Contractor shall supply sufficient stakes, of material and shape acceptable to the Engineer, so that the County Survey Crew can perform a detailed layout of the entire project. Payment for these materials will be included in the prices bid for the various items of the Contract.

26. The Contractor shall obtain the necessary permit from the water district to allow rollers to be filled with water from fire hydrants or any other task which requires the use of water. Intakes shall be fitted with either an "Airgap" or "Double Check Valve Assembly" to prevent water from the roller or other operations from entering the public water system.

27. The Contractor is advised that items of work included in this contract require specific types of equipment to complete the work. The Contract shall provide a list of equipment owned by the contractor or by a subcontractor which is intended to be used to complete the items of work. This list is to be provided to Nassau County prior to the Contract Award. Nassau County at its option will review the list to determine if the equipment is adequate.

28. The Contractor is advised that chemical applicators are required to be certified by New York State Department of Environmental Conservation. Copies of the certificates shall be provided to Nassau County.

29. Force Bids:

All lump sum items are Force Bids and, therefore, the Contractor must bid the price as stated in the Engineer's Estimate for all lump sum items.

30. Supply of Materials, Tools and Equipment:

Contractor may be required from time to time to supply the County with various materials, tools, equipment, or other items deemed necessary by the Engineer. Such materials, tools, equipment, or other items shall become County property upon receipt by Contractor of reimbursement for same.

31. Tree Size Determination:

The diameter at breast height, commonly referred to as DBH, shall be measured at 4 ½ ft. above surrounding ground levels.

32. Special Note Regarding Asian Long Horned Beetle:
The contractor and any subcontractors shall be under a compliance agreement with the State of New York for conducting operations within any Asian Long Horned Beetle (ALB) quarantine area that may be required under this Contract. Documentation of compliance by the Contractor must be provided to the County.

33. Removal and Disposal of Wood, Branches, Trash/Debris:
All expenses for removal and disposal of wood and branches resulting from tree pruning and/or removal and any trash, debris, grass cuttings, etc. that must be removed from the work locations are included in the respective Items of the Contract. Removal, hauling and disposal of such materials shall be accomplished in accordance with any federal, state and/or local regulations that may be in existence.

INSERT ASIAN LONG HORNED BEETLE QUARANTINE AREA MAP - AMITYVILLE AREA

34. Bid Factors and Comparison Bid Price:

The Bid Factors are an estimate of low utilization to high utilization for each item. These bid factors help to establish the total Comparison Bid Price which will be used to evaluate each proposal. The award of this Contract will be based on the Total Comparison Bid Price and the individual amounts bid for the respective items listed in the proposal.

It shall be understood that the total dollar value of this Contract is not necessarily equal to the Total Comparison Bid Price. Payment for all work performed by the Contractor shall be in accordance with the unit price bid for each item. Lump sum (LS) items are force bids and must be bid at the amount indicated in the proposal.

35. Sediment and Erosion Control

The Contractor shall be responsible for understanding, complying and implementing erosion control as outlined in the New York State Department of Environmental Conservation's "Guidelines for Urban Erosion and Sediment Control" , along with any subsequent updates.

36. As-Built Drawings

Subsequent to each repair, modification or installation of any portion of the County's drainage infrastructure or any associated facilities the contractor shall supply an as-built drawing to the County detailing the work performed.

GENERAL CONSTRUCTION PAYMENT ITEMS AND ITEM SPECIFICATIONS:

All work under this Contract shall be by and in conformity with the Nassau County Department of Public Works 2009 Standard Specifications for the Civil Engineering and Site Development Construction with addenda notes and modifications except as modified on the plans or in the itemized specifications including addenda to the specifications.

All correspondence concerning this Contract shall be addressed to the Commissioner of Public Works, 1194 Prospect Avenue, Hicksville, New York 11801.

CONTRACT NO. S8200105G

TECHNICAL SPECIFICATIONS

ITEM 1MX - MOBILIZATION

1. Description:

Under this item the Contractor shall evaluate each job site prior to construction to determine needs for each job, set up his necessary general plant including storage area, equipment, sanitary and such other facilities required by local or state regulation or law, at such sites necessary for drainage construction.

2. Materials:

Materials as are required for mobilization and that are not part of this proposal shall be determined by the contractor except that they shall conform to any pertinent local or state regulation, code or law.

In addition, the following specific requirements are applicable.

a. Cellular Telephone

The Contractor will supply and maintain two (2) cellular "smartphones" so the County Engineer and County Inspector can stay in contact as well as document jobsite photographs and videos as necessary. Phones will have 256 GB of memory. Camera capabilities require a minimum of 8 megapixels with both digital and software zoom features. The phones will be compatible with and each include a wireless "hands free" device as well as chargers for AC and DC use. Each phone will include a contract with a carrier to provide unlimited talk, text and data capabilities.

b. Laptop Computer

Dell, HP, or equivalent laptop with the following minimum specs
= > 13" screen
= > 8 GB DDR4 memory
= > 1 TB internal HD
Window 10 pro or greater Operating system
Microsoft Office installed
Virus Protection installed

All manufacture's warrantees/guarantees and operating instructions shall be furnished with these items. An "on-site" warranty program shall be included. Associated costs for communication and warranties shall be included in the prices bid for Mobilization, Items 1MX.

3. Construction Details:

The work required to provide facilities and services for mobilization shall be accomplished in a safe and workmanlike manner, conforming to local, state and federal code, regulation or law. Good housekeeping consistent with safety shall be maintained. Unless elsewhere provided, costs of required insurance bonds and any initiations of contract work may be included in this work.

4. Payment:

Payment shall be made for furnishing and providing the general plant, storage area, equipment, sanitary facilities, and any other elements the contractor deems necessary to operate consistent with all requirements listed above to complete the work. The total value of this item is in accordance with the forced bid as shown in the proposal and payment will be made in equal monthly installments for the duration of this contract. In the event that this contract is extended by mutual agreement, no additional monthly mobilization will be payable beyond the initial 24 month period of the contract.

No additional payment will be made for prior evaluation of job sites. All job site evaluation will be covered under this item's price.

ITEM 2B - REMOVAL OF BULKHEAD & TIMBER RAILS

1. Description

Under this Item the Contractor shall remove sections of the existing bulkhead, timber rails, and other timber tie supports to the line and grade shown on the Plans, as described in this Specification or ad ordered by the Engineer.

2. Materials

There are no materials which will become part of this work.

3. Construction Details

The Contractor shall cut the bulkhead, and other timber structures that may interfere with the proposed work. After cutting the bulkhead and the other timber materials the Contractor shall remove and dispose of the debris off the site.

Bulkhead shall include fender piles and waler removed to accommodate the new sidewalk and timber decking as detailed on the drawings.

4. Method of Measurement

The quantity to be paid for under this Item shall be the number of horizontal linear feet of bulkhead actually cut and disposed of to the required line and grade as shown on the Plans or as directed by the engineer. In the horizontal linear feet of timber rail shall include the removal of the post.

5. Basis of Payment

The linear foot bid price shall include the cutting of the bulkhead and/or timber railing disposing off the site, and all incidental construction necessary to complete the work as shown on the Plan, as stated in this Specification or as ordered by the Engineer.

Other timber materials found on the path of work like head piles, timber tie support etc. shall be compensated in accordance with Item 2, unclassified excavation.

ITEM 2X - UNCLASSIFIED EXCAVATION OF STORM WATER BASIN

The specifications for Item 2 shall apply with the following modifications:

1. Description

Under this Item, the Contractor shall excavate materials unclassified by nature from within various sections of the storm water basin, form new berms as directed by engineer, and regrade the basin, including side slopes. This Item shall include, but not be limited to, the excavation and removal of material from the basin bottom and side slopes. This Item shall include stockpiling, placement, backfill and compaction of material within the basin. The offsite removal and disposal of soil shall be paid under Item 532 and/or Item 550. Excavation within the storm water basin required for the construction of diffusion wells and construction or modification of inlet structures shall be executed under the requirements of Item 2.

Stockpiled soils may require reworking to dry sufficiently in order to meet requirements for offsite disposal. No additional compensation will be provided for drying material to meet those requirements.

The Contractor is advised that materials excavated may need to be tested for contaminants as part of the requirements for disposal. The tests shall be performed in conformance with Item 510. The Contractor shall advise Nassau County of the tests to be conducted as required by the Landfill to determine if they are in consistent with the requirements of the New York State Department of Environmental Conservation.

4. Basis of Payment

The unit price bid per cubic yard for this item shall include the cost of furnishing all labor, materials, equipment and operations necessary to complete the work. No separate payment shall be made for backfilling operations, nor shall any separate or additional payment be made for excavation, filling or other operations performed for the convenience of construction.
This Item shall also be employed prior to final acceptance should the Engineer determine that an inflow of unsuitable material during the life of this Contract cause significant loss of leaching capacity.

ITEM 10C - 3XX- TREATED TIMBER SHEET PILING 4" THICK

1. Description

All the requirements of Item 10C-3 Permanent Timber Sheet Piling and Bracing shall apply with the modifications indicated herein:

2. Materials

The timber sheeting shall be tongue and groove of the type and stress grade indicated on the Plans. Any fasteners, washers and plates attached to the sheeting shall be as indicated on the Plans and shall be hot-dipped galvanized in conformance with ASTM A-123.

2.01 Pressure Treatment

A. All dimension lumber, timber, and piles shall be treated in accordance with the applicable AWPA Use Category Standards and Commodity Standards.

B. Preservative retention shall be in accordance with the following table:

Use	AWPA Use Category	Retention
Marine - Saltwater - Piles	UC5A	2.50 pcf for 0.0" to 0.5" 1.50 pcf for 0.5" to 2.0" Total penetration = 3.5" or 90% of sapwood, whichever is less.
Marine - Saltwater - Other	UC5A	2.50 pcf
Marine - Freshwater	UC4C	0.80 pcf

Foundation Piles	UC4C	0.80 pcf
Timber Retaining Walls	UC4B	0.60 pcf
Fence Posts and Sign Posts	UC4A	0.40 pcf
Timber Curbs	UC4A	0.40 pcf
Above Grade Construction	UC3B	0.25 pcf

2.02 Wood Preservative - Waterborne

A. Waterborne wood preservatives shall be Alkaline Copper Quarternary (ACQ), copper Azol, Ammoniacol Copper Arsenite (ACA) conforming to the requirements of American Wood-Preservers' Association Standard P5.

B. Waterborne wood preservatives shall be applied in conformance with the American Wood Preservers' Association Standards C1, C2, C3, C4, C5, C14, and C18. Minimum net retention shall be as specified in table above.

2.03 Field Treatment

A. Copper naphthenate having a minimum of 2% metallic solution in accordance with APWA Standard M4.

3. Construction Details

In addition to requirements indicated on Item 10C-3, the Contractor shall drive the timber sheet piling by jetting to an elevation five feet before the required penetration is reached. The jets shall then be withdrawn and the piles shall be driven with the hammer to secure the final penetration.

4. Method of Measurement

As specified on Item 10C-3.

5. Basis of Payment

As specified on Item 10C-3, cost of fasteners, washers and plates attached to the timber sheet piling shall be included in the price bid per square foot.

ITEM 12EX - CLEANING EXISTING DRAINAGE SYSTEM

The requirements for ITEM 12H - Cleaning Existing Drainage System of the Standard Specifications shall apply with the following modifications:

This item covers all pipes, box culverts or any other drainage structures with a cross-sectional area less than 19 square feet.

All costs for cleaning existing surface inlets and/or catch basins shall be paid for actual depth regardless of length and width.

12HXX CLEANING EXISTING DRAINAGE CULVERTS

1. Description: Under this item the contractor shall clean and maintain drainage culverts, as ordered by the engineer, at various locations within Nassau County. Under this item a culvert is defined as any pipe, box culvert or any other underground structure where the cross-sectional area is greater than 19 square feet.

2. Method: All existing drainage culverts shall be cleaned and kept free of obstructions for the duration of the project. Upon completion and final acceptance of the work, the facilities shall be left clean and free flowing to the satisfaction of the engineer.

The contractor shall provide necessary protection against damage to the culvert and any damage caused by his operations in the judgement of the engineer. This damage shall be repaired at the contractor's own expense.

The contractor is advised that the culverts have limited access and as a result most of the work will require hand labor. This item includes all culverts where access is available within 150 feet where the work is requested. Where access is not available, the contractor may be requested to install manholes at locations directed by the Engineer paid under the appropriate contract items. The contractor is further advised the length of the culvert may vary and access to various sections may require entry through

manholes along the length of the culvert. The contractor shall be required to observe OSHA requirements for work in confined spaces.

3. Method of Measurement: The quantity to be paid for will be the number of cubic yards of material cleaned from the culvert.

All new structures installed during this work and all material deposited as a result of the contractor work shall be excluded form payment under this item. Cleaning and maintenance of these facilities is provided for elsewhere in the proposal.

4. Basis of Payment: The price bid per cubic yard shall cover the cost of all labor, material and equipment necessary to clean, protect and maintain the culvert to the satisfaction of the engineer. Payment for removal of trash and debris will be paid for under item no. 430

ITEM 12S40X - SCHEDULE 40 PVC DRAIN PIPE

The requirements for ITEM 12S40 - Schedule 40 PVC Drain Pipe of the Standard Specifications shall apply with the inclusion of the following pipe sizes:

Schedule 40 PVC Drain Pipe - 8" Diameter
Schedule 40 PVC Drain Pipe - 12" Diameter
Schedule 40 PVC Drain Pipe - 18" Diameter
Schedule 40 PVC Drain Pipe - 24" Diameter

ITEM 26S - CONCRETE CURB SPECIAL

1. Under this item the contractor will be required to install curbing of various types to match existing or conform to those types as shown on the Standard Sheets for the Construction of Highways and Bridges.

2. The standard specifications for Item 26, Concrete Curb, shall apply in all other respects.

ITEM 96S - DRY RIP-RAP (SMALL)

The requirements for ITEM 96 - Dry Rip-Rap of the Standard Specifications shall apply with the following modifications:

2. Materials.

Dry Rip-Rap shall consist of durable field or quarry stone or where permitted by the Engineer selected rubble concrete masonry removed under other item of the contract. The stone shall be shaped as nearly as practicable in the form of a right rectangular prism. The concrete sections shall have a surface area of approximately 1 square foot. At least 50% of the stones shall weigh in excess of 100 pounds and the remainder of the stones shall weigh from 30 to 100 pounds each. One dimension of each of the stones furnished shall be the thickness of the rip-rap as shown on the plans, and the stones shall be so laid that this dimension is perpendicular to the prepared bed. Where rubble concrete is used the thickness requirement may be modified but the total thickness of the concrete and stone bed shall conform to the thickness on the plan.

ITEM 102 X - MAINTENANCE AND PROTECTION OF TRAFFIC

The General Specifications for Item 102 -Work Zone Traffic Control shall apply with the following modifications and additions:

1. Method of Measurement

Paragraph 1 Sentence 1 Delete "lump sum basis" and insert "daily basis."

5. Basis of Payment
First paragraph second sentence delete "lump sum" and insert "daily basis."

Also included in the price bid for this item shall be the preparation and submittal of any required traffic maintenance plans and the securing of any necessary permits.

ITEM 106P-DG - POLYOLEFIN COATED CHAINLINK DOUBLE GATES

ITEM 106P-SG - POLYOLEFIN COATED CHAINLINK SINGLE GATE

The General Specifications for Item 106P-DG AND ITEM 106P-SG shall apply with the following modifications and additions:

1. Method of Measurement.

The quantity to be paid for under this item or items shall be the number each type and size gate, furnished and installed in final position complete and in a manner that will insure ease of operation of the gates and locking devices, including chain link fence fabric on the gates and all in accordance with the Plans, the specifications and orders of the Engineer .

2. Basis of Payment.

The unit price bid per each gate shall include the cost of furnishing all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work.

ITEM 162-WETLAND PLANTINGS

1. Scope of Work.

Under these items the contractor shall furnish, plant, dig, transplant, transport, maintain and replace
all plant materials specified in the following plant schedule in accordance with the specifications or as directed by the Landscape Architect. All plant material shall conform to A.A.N. standards. All plants are to be nursery grown and free of insect and disease injury. The contractor shall be liable for any damages caused by planting and/or transplanting operations and all areas and construction disturbed shall be restored to their original condition to the satisfaction of the Landscape Architect.

2. Method of Installation.

The contractor shall follow the planting instructions as stated herein. The area to be planted shall be prepared by thoroughly raking the section of any debris, trash, weeds, bottles or any other discarded material that may be onsite. This discarded material shall be taken off-site and disposed of by the contractor. Each hole dug for a plant or shrub shall be equal in depth to the associated soil within each plant plug, quart, pot or container. The width of each hole shall be twice the diameter of each plant plug, quart, pot or container. Osmocote slow release fertilizer (or equivalent), and in pellet form, shall be incorporated into the bottom of each hole. The plants and shrubs shall be placed in each hole, upright and centered, then backfilled to the top of the soil surrounding each plant plug, quart, pot or container. The area then shall be raked again to a finished condition.

3. Goose Netting.

Upon completion of installation of freshwater wetland plants, shrubs and spartina plantings, Goose netting shall be installed around the perimeter of the planting area to protect from wildlife and waterfowl. Method of installation of Goose netting is described under Item 406.

4. Temporary Fencing.

Upon completion of installation of plantings and Goose Netting, temporary Fencing shall be erected on the landward side of the planting area to prevent pedestrian trampling of the material and for pedestrian safety for a period of one growing season. Method of installation of temporary fencing is described under Item 117.

5. Survival Rate.

All plants and shrubs must meet and 85% survival rate in one growing season. If the survival rate falls under 85% within one growing season then the dead plantings must be replaced at no cost to the county.

6. Plant Location.

The contractor is responsible for verifying that the wetland plants are installed at the proper elevation to ensure plant survival. The county is not responsible for verifying improper planting locations.

ITEM 162A - FRESHWATER WETLAND PLANTINGS

a. Wetland plantings shall be *Iris Pseudacorus* and *Iris Versicolor* in
variety.

b. Plantings shall be installed along stream and pond shorelines along the mean water line depending on the site condition as evaluated by the engineer. Planting period for the above varieties shall be between mid spring and August 1st. Plants shall be installed 6"-12" on center depending on the site as evaluated by the engineer. Plantings may be installed on the mean water line either on the natural shoreline or within a Biolog depending on the site condition as evaluated by the engineer.

ITEM 162B-SHORELINE SHRUBBERY

a. Shrubs shall be *Myrica Pensylvanica* (Bayberry), *Vaccinum Corymbosom* (Highbush Blueberry), and *Cephalanthus Occidentalis* (Buttonbush) in variety.

b. Buttonbush shall be planted along the mean water line of freshwater ponds, lakes and streams. Planting period for the above varieties shall be between mid spring and August 1st. This variety may be planted in full shade, partial shade or full sun. Spacing shall be 2' on center or wider depending on the site as evaluated by the engineer. This variety shall be planted along the mean water mark within the natural shoreline, within a Biolog or within Erosion Control Matting depending on the site condition as designated by the engineer.

Highbush Blueberry and Bayberry shall be planted above the mean high water mark along ponds, lakes, streams and tidal shorelines. Both varieties shall be planted in partial shade to full sun. Both varieties shall be planted at 2' to 4' on center depending on the site as evaluated by the engineer.

ITEM 162C - SPARTINA PLANTINGS

a. The two varieties include Spartina Alterniflora and Spartina Patens.

b. Spartina Alterniflora shall be planted between the low tide mark and high tide mark. Spartina Patens shall be planted between the high tide mark and spring high tide mark. Both varieties shall be planted from mid spring to August 1st. All plants shall be nursery grown in two inch (2") Peat Pots or Quart Pots. If soil needs to be added prior to planting it must be a sand or sandy loam soil type. Plant spacing will vary from 6 to 12 inches apart depending on the site condition as evaluated by the engineer.

ITEM 372 - TREE REMOVAL

The requirements for ITEM 372 Tree Removal of the Standard Specifications shall apply with the following modification:

2. Method of Measurement and Payment :

A 4 - 6" Caliper

ITEM 402 - SELECTIVE THINNING

1. Description:

The work covered by this item consists of removing trees and shrubs at various recharge basins, retention basins, and drainage easements as directed by the Engineer, protecting trees and shrubs which are to be preserved, and finishing the work as specified.

2. Operations and Materials:

The following materials shall be removed from areas ordered by the Engineer or his representative:

a. Trees under 4 inches DBH which are dead, dying, leaning, hazardous, in poor condition, in poor location, or crowding more desirable species of vegetation which are to be preserved.

b. Stubs and stumps which are more than 3 inches above ground.

c. Fallen woody debris up to 6 inches in diameter.

d. Shrubs which are in poor condition shall be cut at base and removed.

e. Vines growing into trees and fences shall be cut at base and removed.

f. Vegetation growing within the limits of the grass berms and ramps.

g. Marsh reeds and phragmites.

All woody debris to be disposed of under this item shall be removed and disposed of off the contract site at the Contractor's expense. Upon written request, the Contractor may be allowed to use a wood chipper, and the chips may be blown into existing wooded areas and used as mulch.

All trees and shrubs to be removed will be designated by the Engineer or his representative either by separate marking, marking in sample areas, or otherwise, to guide the Contractor on the scope and detail of the work.

Care shall be taken in the felling of trees and the operation of equipment to prevent injury to trees and shrubs which are to be preserved. All injuries to limbs, bark and roots of such plants shall be repaired as directed by the Engineer.

The surface of the ground in areas for selective thinning shall be left in a condition which is reasonably consistent with the surroundings.

Trees designated for removal shall be considered under Item 410 A, B & C - Tree Removal.

3. Measurement and Payment:

Selective thinning shall be measured by the number of square yards satisfactorily completed as computed to the nearest tenth thereof.

Selective thinning will be paid for at the unit price bid per square yard, which payment shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the work as specified.

Item 402X shall include the removal of vines, shrubs, poison ivy, etc. growing within a fence. Payment shall be by the linear foot of fence thinned.

ITEM 404 -- EROSION CONTROL BLANKETS

1. DESCRIPTION

Under this item the contractor shall place erosion control blanket upon restored embankments to stabilize side slopes of streams and/or storm water basins as directed by the Engineer. The blankets shall be installed and anchored to the embankment in conformance with the manufacturer's recommendation.

2. MATERIAL

The erosion control blanket shall be of two separate varieties depending on the application. The products are manufactured by North American Green or approved equal. The first is a straw/coconut mat consisting of a top net of heavyweight UV stabilized polypropylene 3 lbs/1000 sq f approx. wt. over a straw/coconut matrix 70% straw at 0.35 lb/sq yd. (0.19 kg/sq m) and 30% coconut at 0.15 lb/sf yd (0.08 kg/sq m) with a bottom net of lightweight photodegradable polypropylene 1:64 lb/1000 sq ft approx. wt. with the three layers bound together with a degradable thread: Product No. SC150.

The second is a 50% coconut fiber/50% UVI treated polypropylene fiber consisting of a top net of high strenght, UVI treated polypropylene 5 lbs/1000 sq ft approx. Wt. Over a UVI treated polypropylene (50%) at 0.38 lbs/sq. Yd and coconut fiber (50%) at 0.38 lbs/sq. Yd with a bottom net of heavyweight, UVI treated polypropylene 3 lbs/1000 sq. Ft approx. Wt. Over a UVI treated polypropylene (50%) at 0.38 lbs/ sq. Yd and coconut fiber (50%) at 0.38 lbs/sq. Yd with the two layers bound together with degradable thread.
Product No. CP2.

3. METHOD OF MEASUREMENT

The quantity to be paid for under this item will be the number of square yards of embankment protected as directed by the Engineer.

4. BASIS OF PAYMENT

The price bid per square yard shall include the cost of furnishing all labor, materials, equipment and incidental work to the limits shown on the plan or directed by Engineer. All costs for re-establishing embankment and/or side slopes prior to the placement of the slope protection will be paid for under other items included in this contract.

ITEM 405 -- COCONUT FIBER ROLLS

1. Description: Under this Item the contractor shall furnish and install coconut fiber rolls along stream embankments and shorelines to provide erosion protection. The coconut rolls will be staked both front and back with two-inch (2") square oak stakes thirty-six inches (36") long. The stakes shall be placed two to four feet on center depending on the anticipated velocity of the stream. The top of the stake shall not extend beyond the top of the coconut fiber roll. In areas subject to ice or wave action, the stakes shall be notched on the outside on either side of the fiber roll and secured with a 6-gauge wire between opposing stakes. Where required a shallow bedding trench shall be dug at the bottom of the embankment prior to placement. No separate payment will be made for this work. The coconut fiber rolls shall conform to all specifications for Bon Terra's "Bio-log", as not directly stated within this description, or approved equal.

All permit applications required to perform work in wetland areas shall be obtained by Nassau County prior to the commencement of work.

All materials shall be subject to the approval of the engineer. All improperly installed materials shall be removed and replaced by the contractor at his own expense as ordered by the engineer.

2. Materials:

The coconut fiber rolls shall consist of 100% natural coir bristle fiber. It shall be wrapped with machine spun coir twine which is cleaned, evenly spun and uniformly twisted with an inner cotton thread runner. It shall have 37 to 40 curls per foot. The thickness of the twine shall be 4mm to 7.5 mm (+/- 5%). The breaking strength of the twine shall be 60 lbs. of pressure. The roll diameter shall be of three types 12", 16", and 20" and shall be provided in 10' and 20' lengths. The roll shall be stuffed with 100% natural coir mattress fiber. The twine shall be tied in a standard mesh pattern with a 2" per side diamond pattern knotted at each of four corners.

3. Construction Details:

Coconut fiber rolls shall be installed so that they rest against the shore line and the bottom of the waterway. Where required, a shallow bedding trench shall be dug at the bottom of the embankment prior to placement. No separate payment shall be made for this work. Where necessary the rolls shall be placed above and behind the bottom coconut fiber roll to establish an embankment of a maximum slope of 1 on 1 ½ slope. As required the area shall be backfilled with select fill. The cost for this work will be paid under Item 5C Select Fill. The fill shall be compacted in 6" lifts. The recontoured soil behind the rolls shall be covered by an erosion control blanket to prevent erosion, Item #404.

4. Method of Measurement:

The quantity to be paid for will be the number of square yards as measured by the average projected plane of the slope times the length installed.

5. Basis of Payment:

The bid price per square yard shall include the cost for furnishing all labor, materials and equipment necessary to complete the work except that payment for select fill and erosion control matting.

ITEM 406 -- GOOSE CONTROL FENCE

1. Description

Under this item the contractor shall furnish and install Goose Control Fence in areas as directed by the Engineer.

2. Material

The fence assembly shall consist of posts, mesh fence and fasteners. Posts shall be a minimum of 48" long, straight and shall be wood material. Softwood posts shall be at least 3" in diameter or 2"-4". Hardwood posts shall be a ~~minimum of 1.5" x 1.5". Posts shall be embedded 18" deep with a spacing of 8'~~ or as directed by the engineer. Mesh fencing shall be black polypropylene with a maximum of 2" x 2" opening or 14 gauge (minimum) welded wire mesh with a maximum 2" x 4" opening. Either shall be a minimum of 30" wide unless otherwise directed by the engineer. The mesh fencing shall be attached to each ~~post at the top, bottom and two evenly spaced locations. Fasteners for~~ attachment of the mesh fence to the posts shall be staples with a 3/4" crown and a minimum of 16 gauge.

3. Method of Measurement

The quantity to be paid under this item will be the number of Linear Feet measured along the top of the assembly as directed by the engineer.

4. Basis of Payment

The price bid per linear feet shall include the cost of furnishing all labor, materials, equipment and incidental work to the limits shown on the plan or as directed by the engineer.

ITEM 430 - TRASH AND DEBRIS REMOVAL

1. Description:

Under this item the Contractor shall pick up, load and discard, trash and/or debris from the designated location, which has been deposited by others through no fault of the Contractor.

2. Operations and Materials:

Upon notice by the Engineer or his representative, the Contractor shall remove from the site any and all trash and debris, but not limited to dirt, concrete, metals, wood, leaves, garbage, grass clippings, prunings, etc., and as directed by the Engineer.

The Contractor shall be responsible for obtaining all dumping permits, and comply with all laws, ordinances and regulations in connection with the hauling and dumping of undesirable refuse.

Upon completion by the Contractor of removing the trash and debris, the Engineer or his representative shall measure the body vehicle to determine the volume in cubic yards of undesirable refuse.

3. Measurement and Payment:

The quantity to be paid for under this item will be the number of cubic yards of trash and debris, acceptably picked up, loaded and discarded as described. The price bid per cubic yard shall include the cost of all labor, materials, equipment, permits and as directed by the Engineer.

ITEM 503 - WATER CONTROL

PART 1 - GENERAL

1.01 - Description

A. Scope of Work

1. The Contractor shall provide all labor, equipment, materials, and incidentals required, and perform all work necessary to lower and control the water levels and piezometric pressure to permit all excavation and construction to be performed under dry and stable conditions.

2. Work under this section includes all costs of system mobilization, permits, furnishing of equipment and materials, installation, testing, supervision, operation, power requirements, maintenance, dewatering, and upon completion dismantling, and removal of the dewatering system from the site.

a. Dewatering shall include diversion, collection, and removal of all ice, snow, and surface runoff from the work area.

b. The Contractor shall be responsible for compliance with all New York State Department of Conservation regulations relating to this work which shall include but is not limited to obtaining permits, performing tests, and treating discharge water.

1.02 - Quality Assurance

1. Any proposed dewatering operation requiring well points must be carried out by only licensed well drillers in accordance with Section 15-1525 of the Environmental Conservation Law.

2. The entire dewatering operation and the apparatus connected therewith must at all reasonable hours be open to inspection and test by duly accredited representatives of the Department of Environmental Conservation.

3. All equipment connected with the dewatering system must comply with local noise ordinances.

1.03 - Submittals

1. If well points are to be used for dewatering, the Contractor shall submit an application to the New York State Department of Environmental Control for an "Operating Permit."

2. This application shall be submitted a minimum of four (4) weeks prior to commencement of dewatering operations and shall give the following details in full:

a. The proposed starting date of the dewatering operation

b. The name of the licensed Well Driller

c. The details of the dewatering system to be installed

d. The size, number, and spacing of the Well Points

e. The pump capacity, pumping rate, and expected volume of water to be withdrawn

f. The amount of water table drawdown

g. The final disposition of the water

h. The expected duration of the operation

3. Before any dewatering operation is to begin, approval of all the aforementioned items is required. If any unforeseen emergency construction arises, the Contractor must notify the New York State Department of Environmental Conservation as soon as possible, that dewatering under such circumstances has been started. Notification will be made to the following:

New York State Department of Environmental Conservation

~~Regulatory Affairs~~

C/O Regional Permit Officer

Building No. 40

SUNY at Stony Brook, New York 11794

(516) 751-7900

4. Contractor will submit a copy of the approved permit to the County prior to start of work.

PART 2 - MATERIALS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 - Preparation

A. Equipment

1. Dewatering equipment shall have the capability of extracting and maintaining the ground water level at an elevation of at least twelve (12) inches below the bottom of the excavation, and maintain this elevation until construction is complete.

B. Effect of Dewatering on Private Wells

1. The Contractor shall take special precautions where the removal of water may affect the production of private wells.

2. Prior to the start of any dewatering operations, the Contractor shall notify in writing all owners of water supply wells in areas adjacent to the Contract site where his dewatering operations may affect the qualify and/or pumping capacity of their wells. In addition, the Contractor shall, prior to and after construction as directed by the Engineer, test the quality and pumping capacity of each well that may be affected by his dewatering operations. The Contractor shall be solely responsible for determining the extent of influence that his operations will have on existing water supply wells and in addition will be solely responsible for contacting, in writing, all affected well owners. If requested, the County may assist the Contractor in notifying affected water supply well owners, but it is to be understood that the Contractor shall assume all responsibility for notification and damages and shall indemnify and hold the County harmless from any claim from either direct or indirect damages resulting from his dewatering operation either directly or indirectly.

3.02 - Performance

1. All water removed from the Storm Basin, trenches, or excavations by pumping, bailing siphoning, well-points or other means shall be disposed of in such a manner so as to avoid interference with business, pedestrians and vehicular traffic and so to prevent damage to persons or

property. Unless otherwise permitted, groundwater encountered within the limits of excavation shall be depressed to an elevation not less than twelve (12) inches below the bottom.

The Contractor shall not discharge water from water control operations directly into any live or intermittent stream, channel, wetlands, or surface water. Water form water control operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels, as determined by local regulations. The Contractor shall submit for the approval of the Engineer all proposed locations of temporary silt settling basins and the proposed methods of water control.

Upon completion of operations, the Contractor shall remove from the catch basins, sumps, ditches, or water courses, all mud, silt, debris and other accumulations discharged to these various locations. The Contractor is responsible for leaving above in a condition similar to that which existed prior to dewatering operations. Proper control measures shall be employed, so as to minimize siltation and erosion in and adjacent to the area of the work.

The Contractor is hereby advised that during the water control process, in some instances, as directed by the Engineer, the quantity of water to be discharged into existing streams, storm sewers, or other locations, will have to be limited so that flooding will not occur. In such situations, the Contractor shall use approved alternate means of water

disposal, i.e., return to the ground through diffusion wells or similar approved means.

The Contractor is advised that the drainage systems discharging to the storm water basin must remain in service at all times. The Contractor shall develop a plan that will allow the work to progress and not cause flooding in tributary areas. This plan shall be submitted to the Engineer prior to the start of work.

Water control shall continue as required during all phases of the proposed construction.

Adjust, repair, replace or clean all work, surfaces and property which may have been damaged as a result of any water control operation.

The Contractor shall submit to the Engineer a detailed plan of water control methods to be employed prior to the start of operations. These plans and any deviations from same must meet with the approval of the Engineer.

2. All catch basins or recharge basins adversely affected by the accumulation of silt resulting from dewatering operations, shall be restored by the Contractor to their original condition. This work shall be done at no additional cost to the County.

3. When dewatering systems utilizing central pumping stations are used, these stations shall be acoustically shielded from neighboring

residences. Styrofoam or other sound absorbing material shall be used on the inside of the enclosure surrounding the pump.

4. Noise levels for dewatering pumps measured at a distance of twenty five (25) feet from the pumps shall not exceed sixty (60) db. or be in accordance with local ordinances, whichever is strictest.

5. Where private wells, used for water supply, have become dry or cease to produce potable water, the Contractor shall be required to maintain continuous water service to the homes and buildings affected by the dewatering. In order to maintain continuous service, the Contractor may elect to deepen existing wells or install new wells where deepening is not practical. In all cases, these wells shall extend to a depth below the drawdown caused by the dewatering operations.

6. Any method of dewatering excavations which does not satisfactorily fulfill and maintain the desired water elevation shall be discontinued and a method of dewatering which will produce the required results shall be substituted. Water shall not be allowed to rise over concrete until it has set, or around pipes or tanks until backfill has been placed and compacted completely.

7. Where required for vehicular or pedestrian access, and where directed by the Engineer, the Contractor shall bury or ramp at the discretion of the Engineer the header and/or discharge pipes.

PART 4 - MEASUREMENT AND PAYMENT

4.01 - Dewatering and Disposal of Water

A. Work Included

1. The work under this item shall include the pumping and discharging of water and all labor, material, tools, equipment, and incidentals necessary to complete the work.

B. Method of Payment

1. Payment for this work shall be under the allowance for Item 503, Water Control.

2. Cost for dewatering operations shall be determined on a labor and materials basis as defined under the appropriate section of the Contract Documents.

ITEM 504Y - REMOVAL AND REPLACEMENT OF BARBED WIRE STRANDS

All appropriate sections of Item 104 shall apply with the following exceptions:

1. DESCRIPTION

The Contractor shall remove and replace damaged section of barbed wire as required.

3. CONSTRUCTION DETAILS

The barbed wire shall be cut six (6) inches within of the replacement area and new barbed wire shall extend six (6) inches beyond the brackets. The new barbed wire shall be tied at a point four (4) inches either side of the supporting brackets.

4. METHOD OF MEASUREMENT

The quantity to be paid for under this item shall be the total number of linear feet of three (3) strand barbed wire measured in final position, installed complete in accordance with the Plans and Specifications and orders of the Engineer.

ITEM 504Y-A - REMOVAL OF BARBED WIRE STRANDS

All appropriate sections of Item 504Y shall apply with the following exceptions:

1. DESCRIPTION

The Contractor shall remove sections of barbed wire as required.

3. CONSTRUCTION DETAILS

The barbed wire shall be cut and removed from the existing brackets, the brackets are to be removed from the fence. All materials are to be discarded by the contractor

4. METHOD OF MEASUREMENT

The quantity to be paid for under this item shall be the total number of linear feet of three (3) strand barbed wire measured in original position, removed and disposed of in accordance with the Plans and Specifications and orders of the Engineer.

ITEM 506 - CLEAN EXISTING LEACHING BASINS AND DIFFUSION WELLS

1. DESCRIPTION

Under this item the Contractor shall remove all water from the existing basin(s) or well(s) by pumping. Remove and wash gravel, install new filter cloth material and replace washed gravel. Jet under high pressure the inside walls of the ringed sections to loosen and remove silt which has inhibited the flow of water from the wells(s). Special care shall be made to remove the silt once it is loosened from the ring walls. Dewatering the basin and/or well to perform the work defined in this Item shall be covered under the provisions of Item 503.

2. INTENT

It is the intent of this item to improve the leaching capacity of the basin by removing silt which has blocked the diffusion slots.

3. MATERIALS AND INSTALLATION

The Contractor shall install a filter cloth material Amoco 4538 Geotextile as manufactured by Amoco or approved equal as a silt barrier between the gravel protruding above the bottom of the storm water basin and the broken stone surrounding the leaching basins and/or diffusion wells.

The removal and replacement of the gravel shall be done under Item 2.

4. METHOD OF MEASUREMENT

Cleaning shall be made by the number of linear feet of depth needed to be jetted on the rings.

5. BASIS OF PAYMENT

Payment shall be made for the linear feet of leaching basin and/or diffusion well to be jetted. Payment for removing water from the basin and/or well washing gravel, and installing filter cloth material shall be included within this and other related items. The unit bid price per linear feet for this item shall include the cost of furnishing all labor, equipment, materials and incidentals necessary to satisfactorily complete the required work.

ITEM 507 - SAND BAGS IN PLACE

1. Description:

Under this item the Contractor shall furnish and place bagged sand around structures, in and around stream beds or at any location deemed necessary as shown on the plans or ordered by the Engineer where it is necessary to divert or stem the flow of water.

2. Materials:

Sand shall be of any grade but shall not contain gravel, stone, clay, loam or any deleterious lumpy material. The sand shall be placed in heavy cloth or burlap bags (plastic will not be allowed), each bag having not less than one cubic foot capacity.

3. Construction Details:

Bags of sand shall be placed where shown on the plans and shall provide a thickness not less than that shown or ordered by the Engineer. When work is completed, the sand bags shall be removed as directed.

4. Method of Measurement:

The quantity of bagged sand to be paid for under this item shall be the amount of bagged sand placed, measured in cubic yards in its final position within payment limit either shown on the plans or as directed by the Engineer.

5. Basis of Payment:

The unit price bid per cubic yard shall include the cost of furnishing all labor, materials and equipment necessary to complete the work. No separate payment will be made for the removal of sand bags.

ITEM 510 - FORCE ACCOUNT WORK

The intent of this item is to perform work surrounding County drainage facilities and or County property, which have not been covered specifically by items in this contract. In addition, in the event that other items of work not covered in this contract are required, this item may also be used.

Payment for the work directed to be done under this item shall be made for actual time and materials incorporated into the work, in accordance with the provisions of: (1) materials, (2) labor costs, (3) sales taxes, (4) equipment and plant rental and (5) profit and overhead as specified on pages 11-16 inclusive of the County of Nassau Department of Public Works 2009 Standard Specifications for Civil Engineering and Site Development Construction.

ITEM	511-1-A	TCLP VOLATILE ANALYSIS (Method SW 1311)
	511-1-B	TCLP BNA ANALYSIS (Method SW 1311)
	511-1-C	TCLP METALS ANALYSIS (Method SW 1311)
	511-1-D	TCLP PESTICIDES/HERBICIDES (Method SW 1311)
	511-2	IGNITABILITY/FLASHPOINT ANALYSIS (Method SW 1010)
	511-3	CORROSIVITY ANALYSIS (Method SW 1110)
	511-4	REACTIVITY ANALYSIS (Methods SW 9010 and SW 9030)
	511-5	TOTAL PETROLEUM HYDROCARBONS (Method EPA 418.1)
	511-6	PURGEABLE AROMATICS (Method EPA 8020 or 602)
	511-7	PCB ANALYSIS (Method EPA 8080)

1.0 General

1.1 Scope of Work: The contractor shall provide all labor, materials, equipment and any shipping necessary to provide lab analysis on soils, sediment, or liquids as directed by the engineer. This will include providing all necessary sample containers, paperwork, and incidentals needed to carry out this task as well as providing the analysis itself. The laboratory used must be certified by New York State to perform that particular analysis.

2.0 Materials: Sample bottles, coolers, ice packs, scoops, bailers, and any other related devices necessary to obtain, store and ship a sample.

4.0 Execution

4.1 Sample Collection: Contractor personnel will obtain samples utilizing the appropriate equipment and sample containers as directed by the engineer.

4.2 Transportation: All samples will be shipped to the Contractor's specified Laboratory facility via Federal Express if needed, or hand delivered by the contractor.

5.0 Measurement and Payment

5.1 Measurement: Measurement shall be each sample to be analyzed for a particular parameter.

5.2 Payment: Payment shall be the unit prices bid for:

ITEM 520A – Type "A" Catch Basin Insert- Sediment Control Type (Combination Inlet)

ITEM 520B – Type "B" Catch Basin Insert- Sediment Control Type (Curb Inlet Only)

I. DESCRIPTION:

Under each of these items the Contractor shall furnish & install geotextile technology catch basin inserts within each catch basin indicated on the plans to collect and retain sediment and debris that washes into the basin. The Contractor shall provide all labor, materials, equipment, tools and incidentals necessary to install each device in accordance with this specification and as directed by the Owner's representative.

II. SUBMITTALS:

Under each of these items the Contractor shall be responsible to make the following submissions:

A.) The contractor shall be responsible for the submission of shop drawings and product data for review by the Owner's representative.

B.) Anticipated schedule for production, delivery, and installation.

C.) Manufacturer's instructions for installation, cleaning, and routine maintenance.

III. DELIVERY, STORAGE & HANDLING:

All materials shall be protected during loading, transporting, and unloading, in accordance with the manufacturer's recommendations.

IV. MATERIALS:

The catch basin insert to be used in both the Type A and B installations shall comply with the following specifications:

A.) Physical Properties:

i.) Material:

i.1) Adjustable Flange and Deflector

i.2) Splash Guard: Neoprene Rubber to redirect water from curb opening to the insert

i.3) Woven Polypropylene Geotextile bag, replaceable oil boom

i.4) Protected by-pass to retain re-suspended material

i.5) Lifting Tabs

i.6) Mounting kit and support hardware

ii.) Performance Characteristics:

ii.1) Debris Capacity: 6.0 Cu-Ft

ii.2) Filtered Flow Rate: 5.0 cfs

ii.3) Bypass Flow Rate: 3.4 cfs

iii.)Oil Absorbing Boom:

iii.1) Absorbent Material: 100% polypropylene, non-biodegradable

iii.2) Hydrophobic Media

iii.3) Absorption Capacity: 3.0 gal (max)

iii.4) Dimensions: 3" diameter x 100" long

V. CONSTRUCTION DETAILS:

The Contractor shall perform all necessary field measurements of catch basins intended to receive inserts, and conduct an on-site meeting with the insert manufacturer to review the work to be performed. No materials shall be ordered until the Contractor and manufacturer have completed this task.

Item 520A – Type "A" Catch Basin Insert:

All catch basins to be fitted with an insert or device shall be thoroughly cleaned out prior to installing the new work. Material removed from each catch basin shall be legally transported and disposed of at an off-site facility at the sole cost and expense of the Contractor. The catch basin insert shall be installed directly beneath the catch basin grate in all Type A, B, C, or D Standard, Alternate or Modified catch basins. The Contractor shall remove the catch basin grate, and then install the insert in accordance with the

manufacturer's specifications. The flanges and the rubber splash guard of the catch basin insert shall be adjusted to match the length and width of the catch basin frame. After the catch basin insert has been fitted and installed, the Contractor shall replace the grate on the casting. The grate shall be properly seated in the catch basin frame and it shall not move, shift or rock. It is a requirement of this specification that all catch basin inserts must be fully maintainable without having to enter the structure. In other words, all devices must be configured and installed so as to allow sediment and debris cleanout, as well as filter media replacement to be accomplished from the ground surface, without requiring maintenance personnel to enter the structure.

Item 520B – Type "B" Catch Basin Insert:

All catch basins to be fitted with an insert or device shall be thoroughly cleaned out prior to installing the new work. Material removed from each catch basin shall be legally transported and disposed of at an off-site facility at the sole cost and expense of the Contractor. In all Nassau County Type 1, 2, 3, & 4 catch basins, the Contractor shall construct a metal framework inside the catch basin to support the insert. It is a requirement of this specification that all catch basin inserts must be fully maintainable without having to enter the structure. In other words, all sediment and debris must be removable, and all periodic maintenance must be done from the ground surface, **without the need to initiate confined space requirements,** (personnel need not enter the catch basin for routine maintenance.) The insert must be installed so that it is positioned directly under the manhole to facilitate cleaning by a vacuum truck.

VI. METHOD OF MEASUREMENT:

The quantity to be paid for under these two items shall be the number of catch basin inserts that are furnished and installed in accordance with the plans, specifications and orders of the Engineer.

VII. BASIS OF PAYMENT:

The unit price bid for both items shall include the cost of furnishing all labor, materials, tools equipment and incidentals necessary to satisfactorily complete the installation of the required work. The unit price bid for Item 520A & B shall also include furnishing all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the installation of the metal framework inside the catch basin.

VIII. WARRANTY:

The equipment, materials, and products furnished under this item shall be guaranteed against defective design, materials, workmanship and operation for a period of one (1) year from the date the equipment is placed into problem free operation. The date of problem free operation will be determined by the Owner's representative. Upon receipt of notice from the Owner of failure of any part of the equipment, material, or product during the guarantee period, the affected item shall be repaired or replaced (if necessary), at the sole cost and expense of the Contractor, and at no additional cost to the County.

ITEM 521A – Type "A" Catch Basin Insert- Filter Type (Combination Inlet)

ITEM 521B – Type "B" Catch Basin Insert- Filter Type (Curb Inlet Only)

I. DESCRIPTION:

Under each of these items the Contractor shall furnish & install cartridge type catch basin inserts within each catch basin indicated on the plans to collect and pre-treat various types of sediment, debris, and pollutants that may wash into the basin as it collects storm water. The Contractor shall provide all labor, materials, equipment, tools and incidentals necessary to install each device in accordance with this specification and as directed by the Owner's representative.

II. SUBMITTALS:

Under each of these items the Contractor shall be responsible to make the following submissions:

A.) The contractor shall be responsible for the submission of shop drawings and product data for review by the Owner's representative.

B.) Anticipated schedule for production, delivery, and installation.

C.) Manufacturer's instructions for installation, cleaning, and routine maintenance.

III. DELIVERY, STORAGE & HANDLING:

All materials shall be protected during loading, transporting, and unloading, in accordance with the manufacturer's recommendations.

IV. MATERIALS:

The catch basin insert to be used in Type A and B catch basins shall comply with the following specifications:

A.) Physical Properties:

I.) Material:

I.1) Adjustable Flange and Deflector

I.2) Splash Guard: Neoprene Rubber (Trim to Fit)

I.3) Plastic or polypropylene basket

I.4) Protected by-pass to retain re-suspended material

I.5) Support Hardware

II.) Performance Characteristics & Removal Rates:

II.1)	Debris Capacity:	4.0 Cu-Ft
II.2)	Filtered Flow Rate:	0.5 cfs
II.3)	Bypass Flow Rate:	4.0 cfs.
II.4)	Sediment Removal-	Remove ≥ 50% of sub 100 micron
II.5)	Hydrocarbons, Oil & Grease-	Remove ≥ 80%
II.6)	Phospherous-	Remove ≥ 50%
II.7)	Nitrogen Compounds-	Remove ≥ 40%
II.8)	Bacteria-	Remove ≥ 70%

Under this item the catch basin insert manufacturer is required to submit test data to the County (with supporting documentation) specifically indicating that the proposed devices have been proven to achieve the performance characteristics and removal rates specified herein. No materials may be ordered until the County has accepted said documentation, in writing.

V. CONSTRUCTION DETAILS:

The Contractor shall perform all necessary field measurements of catch basins intended to receive inserts, and conduct an on-site meeting with the insert manufacturer to review the work to be performed. No materials shall be ordered until the Contractor and manufacturer have completed this task.

B.) Item 521A – Type "A" Catch Basin Insert:

All catch basins to be fitted with an insert or device shall be thoroughly cleaned out prior to installing the new work. Material removed from each catch basin shall be legally transported and disposed of at an off-site facility at the sole cost and expense of the Contractor. The catch basin insert shall be installed directly beneath the catch basin grate in all Type A, B, C, or D Standard, Alternate or Modified catch basins. The Contractor shall remove the catch basin grate, and then install the insert in accordance with the manufacturer's specifications. The flanges and the rubber splash guard of the catch basin insert shall be adjusted to match the length and width of the catch basin frame. After the catch basin insert has been fitted and installed, the Contractor shall replace the grate on the casting. The grate shall be properly seated in the catch basin frame and it shall not move, shift or rock. It is a requirement of this specification that all catch basin inserts must be fully maintainable without having to enter the structure. In other words, all devices must be configured and installed so as to allow sediment and debris cleanout, as well as filter media replacement to be accomplished from the ground surface, without requiring maintenance personnel to enter the structure.

C.) Item 521B – Type "B" Catch Basin Insert:

All catch basins to be fitted with an insert or device shall be thoroughly cleaned out prior to installing the new work. Material removed from each catch basin shall be legally transported and disposed of at an off-site facility at the sole cost and expense of the Contractor. In all Nassau County Type 1, 2, 3, & 4 catch basins, the Contractor shall construct a metal framework inside the catch basin to support the insert. All devices must be configured and installed so as to allow sediment and debris cleanout, as well as filter media replacement to be accomplished from the ground surface, **without the need to initiate confined space requirements,** (personnel need not enter the catch basin for routine maintenance.) The insert must be installed so that it is positioned directly under the manhole to facilitate cleaning by a vacuum truck.

V. METHOD OF MEASUREMENT:

The quantity to be paid for under these two items shall be the number of catch basin inserts that are furnished and installed in accordance with the plans, specifications and orders of the Engineer.

VI. BASIS OF PAYMENT:

The unit price bid for both items shall include the cost of furnishing all labor, materials, tools equipment and incidentals necessary to satisfactorily complete the installation of the required work. The unit price bid for Item 521A & B shall also include furnishing all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the installation of the metal framework inside the catch basin.

VII. WARRANTY:

The equipment, materials, and products furnished under this item shall be guaranteed against defective design, materials, workmanship and operation for a period of one (1) year from the date the equipment is placed into problem free operation. The date of problem free operation will be determined by the Owner's representative. Upon receipt of notice from the Owner of failure of any part of the equipment, material, or product during the guarantee period, the affected item shall be repaired or replaced (if necessary), at the sole cost and expense of the Contractor, and at no additional cost to the County.

ITEM 532 - TRANSPORTATION AND DISPOSAL OF CONTAMINATED MATERIALS

Part 1 - GENERAL

1.01. Description: During the work under this contract the Contractor may encounter soil and/or material to be contaminated. Under this item the Contractor will containerize and dispose of contaminated soil in compliance with Federal, State, and local regulations.

Part 2 - MATERIALS (Not Applicable)

Part 3 - EXECUTION

3.01. Method: Soils deemed contaminated by the Engineer will be excavated, contained, and removed as outlined. Contaminated soils to be temporarily stored prior to removal will be place with a petroleum resistant liner both below and above the contaminated soil. Contaminated soil will be disposed of by a licenses waste hauler. The Contractor will supply and prepare a Uniform Hazardous Water Manifest to be signed by the Engineer in accordance with the New York State Department of Environmental Conservation regulations contained in 6 NYCRR Part 372. The engineer shall maintain all copies of the manifest that the generator is required to send to the proper regulatory agencies. The Contractor will also supply the Engineer with a copy of the waste hauler's license. All work shall be done in accordance with all Federal, State, and local regulations.

Part 4 - MEASUREMENT AND PAYMENT

4.01. Measurement: Measurement for payment purposes will be the volume in cubic yards of contaminated soil measured as stored prior to removal. Excavation to remove soils that are contaminated shall be included in the excavation for storm water basins, or trench excavation. Any contaminated soil located beyond the limits of the above excavations shall be removed under Item 2 - Unclassified Excavation.

Contaminated soil determined to have been contaminated by the Contractor due to accident or non-compliance with contract requirements negligence during the performance of the contract will not be included in measurement for payment.

4.02. Payment: Payment shall be the unit prices bid for Item 532 - Containerize and Dispose of Contaminated Soil. Payment for excavation shall be included under items 2X - Unclassified Excavation of Storm Water Basin, or item 2 - Unclassified Excavation or Item 3 - Bridge and Trench Excavation.

ITEM 550 - TRANSPORTATION AND DISPOSAL OF UNCONTAMINATED MATERIALS

1. GENERAL

1.1 Scope of Work: The contractor shall provide all labor, equipment, vehicles, and incidentals necessary to transport from the job site or stockpile, and to dispose of the material designated uncontaminated soil and/or debris as specified by the Engineer. The material shall be loaded into trucks suitable for the transportation of excavated soil, and/or debris and shall be transported to a legally authorized disposal site.

1.2 Permits: All trucks and drivers used for or involved in the transportation of the material shall have the registration and permits required by the New York State Department of Transportation.

2. MATERIALS (Not Used)

3. EXECUTION

3.1 Removal: The contractor shall remove the uncontaminated soil from the site stockpile or directly from the work area. The soil shall be placed into transport vehicles.

3.2 Transportation: The soil shall be transported in a truck, which shall be covered as required by NYS Department of Transportation regulations. Vehicle dimensions and weights shall conform to motor vehicle requirements.

3.3 Disposal:

Under item 550A the contractor shall dispose of material to a site for the contractor's reuse. Under Item 550B - The contractor shall dispose of material to a County facility as directed by the engineer. Under Item 550C - The contractor shall dispose of material to a County facility as directed by the engineer and spread by the contractor, as directed.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: The quantity of uncontaminated soil which is to be transported and disposed of under this item, will be determined by the following formula:

The soil will be classified and agreed upon as either wet or dry by both the Contractor and the Engineer. Based upon the classification, the factors listed below will be used to concert the measured tons listed on the delivery tickets of the transport vehicles to cubic yards. The factors are: 1.5 Tons/C.Y. for wet soils and 1.25 Tons/C.Y. dry soils.

4.2 Payment: The unit price bid for Item 550, Transportation and Disposal of Uncontaminated Soil, shall be payment for each cubic yard of uncontaminated soil as calculated in section 4.1 measurement.