



Certified: --

**B-5-22**

Filed with the Clerk of the Nassau County  
Legislature March 31, 2022 9:12AM

**NIFS ID: CLPW22000005**

Capital: **X**

Contract ID #: **CHPW19000011**

NIFS Entry Date: **03/04/2022**

**Department: Public Works**

Service: **Drainage Req Contract S82001-05G Amendment No. 2-B05-22**

Term: **Contract previously extended to 08-15-2023**

Contract Delayed:

|   |              |            |
|---|--------------|------------|
| Slip Type: <b>Amendment</b>                   |              |            |
| CRP:  |              |            |
| Time Extension:                               |              |            |
| Addl. Funds: <b>X</b>                         |              |            |
| Blanket Resolution:                           |              |            |
| Revenue:                                      | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: |              |            |

|   |            |
|---|------------|
| 1) Mandated Program:  | <b>No</b>  |
| 2) Comptroller Approval Form Attached:                                | <b>Yes</b> |
| 3) CSEA Agmt. & 32 Compliance Attached:                               | <b>No</b>  |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | <b>No</b>  |
| 5) Insurance Required   | <b>Yes</b> |

| Vendor/Municipality Info:                                    |                       |
|--|-----------------------|
| Name: <b>D.F. Stone Contracting, Ltd.</b>                    | ID#: <b>113358513</b> |
| Main Address: <b>1230 Station Road<br/>Medford, NY 11763</b> |                       |
| Main Contact: <b>Michael Ardini</b>                          |                       |
| Main Phone: <b>(516) 924-4224</b>                            |                       |

| Department:   |
|---|
| Contact Name: <b>Gijo Varghese</b>  |
| Address: <b>1194 Prospect Avenue<br/>Westbury, NY 11590</b>   |
| Phone: <b>(516) 571-6926</b>  |
| Email: <b>gvarghese@nassaucountyny.gov,<br/>lsamuel@nassaucountyny.gov,<br/>DPWcontractadmin@nassaucountyny.gov,<br/>mlisa@nassaucountyny.gov,ldionisio@nassaucountyny.gov,<br/>Ekobel@nassaucountyny.gov</b> |

## Contract Summary

**Purpose:** This is an amendment to an agreement with D.F. Stone for additional funding required to repair the damage caused by Hurricane/Tropical Storm Ida to the County's drainage infrastructure. The magnitude of this work was not anticipated in the current contract cap for our General Requirements contract. As such, the additional funding from Amendment No. 2 is needed for for projects anticipated to start in the current year including but not limited to Whitney Creek Drain improvements, 1st Avenue (Bay Park) drainage ditch improvements, Clint Road at Cutter Mill Drain stone stabilization near headwall, 1 Grove Court (Village of East Hills) retaining wall repair and end of Inwood Road (Village of Manorhaven) embankment stabilization and restoration. Therefore, 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 including the ability to respond to storm related infrastructure damage.

|  |
|--|
| <p><b>Method of Procurement:</b> The contractor was selected through an open competitive bidding process with formal sealed bids. This bid contract was advertised in Newsday, the NYS Contract Reporter and in eProcure.</p>  |
| <p><b>Procurement History:</b> 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. Three (3) bids were received.</p>   |
| <p><b>Description of General Provisions:</b> This is a Drainage Requirements Contract (S82001-05G) for the Reconstruction &amp; De-Watering of County Drainage Facilities at Various Locations. The contract involves the rehabilitation and/or reconstruction of degraded and/or deteriorated drainage facilities including storm water basins and drainage corridors and incidental work as necessary throughout the County.</p> <p>This is a unit price contract.</p>   |
| <p><b>Impact on Funding / Price Analysis:</b> Amendment No. 2 will increase the maximum amount by \$4,000,000. The new maximum amount is \$10,800,000. Funding (\$350,000.00) being encumbered as part of Amendment No. 2 will come from approved and available funds from Capital Project Number 35125-IDA010.</p>  |
| <p><b>Change in Contract from Prior Procurement:</b> The Term of the Original Agreement is two (2) years. The Maximum Amount in the Original Agreement is \$2,400,000. The Maximum Amount of the Original Agreement increased by \$2,000,000 in Amendment No. 1 for a total Maximum Amount of \$4,400,000. The Contract was extended by Commissioner's letter for two (2) additional years with the Maximum Amount increased by \$2,400,000 for a total Maximum Amount of \$6,800,000. The Maximum Amount of the Amended Agreement shall be increased by \$4,000,000 in Amendment No. 2. Under the Amended Agreement, the total Maximum Amount the County shall pay the Contractor shall not exceed \$10,800,000 for the current Term of contract.</p> |
| <p><b>Recommendation:</b> Approve as Submitted.</p>  |

## Advisement Information

| Fund | Control | Responsibility Center | Object | Index Code | Sub Object | Budget Code                       | Line | Amount              |
|------|---------|-----------------------|--------|------------|------------|-----------------------------------|------|---------------------|
| CSW  |         |                       | 00     | PWCSWCSW   | 00004      | PWCSWCSW<br>00004 82020<br>IDA010 | 17   | \$350,000.00        |
|      |         |                       |        |            |            | <b>TOTAL</b>                      |      | <b>\$350,000.00</b> |

| Additional Info     |     |
|---------------------|-----|
| Blanket Encumbrance |     |
| Transaction         | 109 |
|                     |     |
| Renewal             |     |
| % Increase          |     |
| % Decrease          |     |

| Funding Source    | Amount              |
|-------------------|---------------------|
| Revenue Contract: |                     |
| County            | \$0.00              |
| Federal           | \$0.00              |
| State             | \$0.00              |
| Capital           | \$350,000.00        |
| Other             |                     |
| <b>Total</b>      | <b>\$350,000.00</b> |

## Routing Slip

| Department                      |                     |                    |          |
|---------------------------------|---------------------|--------------------|----------|
| NIFS Entry                      | Loretta Dionisio    | 03/04/2022 03:25PM | Approved |
| NIFS Final Approval             | Roseann D'Alleva    | 03/07/2022 11:06AM | Approved |
| Final Approval                  | Loretta Dionisio    | 03/09/2022 07:40AM | Approved |
| DPW                             |                     |                    |          |
| Capital Fund Approval           | Roseann D'Alleva    | 03/09/2022 06:12PM | Approved |
| Final Approval                  | Roseann D'Alleva    | 03/09/2022 06:12PM | Approved |
| OMB                             |                     |                    |          |
| NIFS Approval                   | Nadiya Gumieniak    | 03/10/2022 02:36PM | Approved |
| NIFA Approval                   | Christopher Nolan   | 03/15/2022 04:25PM | Approved |
| Final Approval                  | Christopher Nolan   | 03/15/2022 04:25PM | Approved |
| County Attorney                 |                     |                    |          |
| RE & Insurance Verification     | Andrew Amato        | 03/10/2022 08:59AM | Approved |
| Approval as to Form             | Nick Sarandis       | 03/10/2022 10:54AM | Approved |
| NIFS Approval                   | Daniel Gregware     | 03/11/2022 02:05PM | Approved |
| Final Approval                  | Daniel Gregware     | 03/11/2022 02:05PM | Approved |
| Compliance & Vertical DCE       |                     |                    |          |
| Procurement Compliance Approval | Robert Cleary       | 03/24/2022 05:35PM | Approved |
| DCE Compliance Approval         | Robert Cleary       | 03/24/2022 05:35PM | Approved |
| Vertical DCE Approval           | Edward Powers       | 03/25/2022 11:40AM | Approved |
| Final Approval                  | Edward Powers       | 03/25/2022 11:40AM | Approved |
| Legislative Affairs Review      |                     |                    |          |
| Final Approval                  | Christopher Leimone | 03/30/2022 05:28PM | Approved |

|                            |  |  |             |
|----------------------------|--|--|-------------|
| <b>Legislature</b>         |  |  |             |
| Final Approval             |  |  | In Progress |
| <b>Comptroller</b>         |  |  |             |
| Intake Approval            |  |  | Pending     |
| Claims Approval            |  |  | Pending     |
| Legal Approval             |  |  | Pending     |
| Accounting / NIFS Approval |  |  | Pending     |
| Deputy Approval            |  |  | Pending     |
| Final Approval             |  |  | Pending     |
| <b>NIFA</b>                |  |  |             |
| NIFA Approval              |  |  | Pending     |

## RULES RESOLUTION NO -2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A  
CONTRACT AMENDMENT #2 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 Amended Contract by \$ 4,000,000.00 dollars, such that the total Maximum  
Amount the County shall pay the Contractor shall not exceed \$ 10,800,000.00, (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.

## AMENDMENT NUMBER TWO

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") and Amendment Number One executed on August 27, 2020, 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 from August 16, 2019 through August 15, 2021 ("Agreement Term"); and was extended by Commissioner's letter dated July 21, 2021, extending the end date for an additional two (2) years to August 15, 2023; and

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and Amendment Number One, as full compensation for the Services, was four million four hundred thousand dollars (\$4,400,000) (the "Maximum Amount"); the Maximum Amount was increased an additional two million four hundred thousand (\$2,400,000) by Commissioner's letter dated July 21, 2021, to six million eight hundred thousand dollars (\$6,800,000); and

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement as provided herein ("Amendment Number Two"); 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 shall be increased by four million dollars (\$4,000,000). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed ten million eight hundred thousand dollars (\$10,800,000) (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 Two 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;

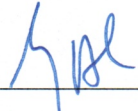
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee 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: 02-18-2022

County of Nassau

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

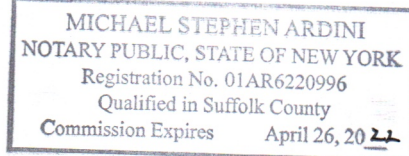
STATE OF NEW YORK)

Suffolk )ss.:  
COUNTY OF ~~NASSAU~~ )

On the 18<sup>th</sup> day of February in the year 2022 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*



STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022 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 2022 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

# NIFA Nassau County Interim Finance Authority

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

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

2. Amount requiring NIFA approval: \$4,000,000.00

Amount to be encumbered: \$350,000.00

Slip Type: 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: Contract previously extended to 08-15-2023

Has work or services on this contract commenced? Yes

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

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund (CAP)

X

Grant Fund (GRT)

Other

Federal %

0

State %

0

County %

100

Is the cash available for the full amount of the contract?

No

If not, will it require a future borrowing?

Yes

Has the County Legislature approved the borrowing?

Yes

Has NIFA approved the borrowing for this contract?

No

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

This is an amendment to an agreement with D.F. Stone for additional funding required to repair the damage caused by Hurricane/Tropical Storm Ida to the County's drainage infrastructure. The magnitude of this work was not anticipated in the current contract cap for our General Requirements contract. As such, the additional funding from Amendment No. 2 is needed for projects anticipated to start in the current year including but not limited to Whitney Creek Drain improvements, 1st Avenue (Bay Park) drainage ditch improvements, Clint Road at Cutter Mill Drain stone stabilization near headwall, 1 Grove Court (Village of East Hills) retaining wall repair and end of Inwood Road (Village of Manorhaven) embankment stabilization and restoration. Therefore, 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 including the ability to respond to storm related infrastructure damage.

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

Nassau County Attorney as to form

Yes

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 | Posting Date | Amount Added in Prior 12 Months |
|-------------|--------------|---------------------------------|
|             |              |                                 |

## AUTHORIZATION

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

CNOLAN

03/15/2022

**Authenticated User**

**Date**

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## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

**If this is a capital project:**

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

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

**Authenticated User**

**Date**

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## 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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

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

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
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: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

**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.

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[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

\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ 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

Dated: 02/17/2022 09:26:45 AM

Vendor: D.F. 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 ☒ 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 [REDACTED]

Dated: 10/12/2021 02:36:55 PM

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

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

## 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: Brian Heinlein  
Date of birth:                       
Home address:                       
City:                      State/Province/Territory:            Zip/Postal Code:             
Country: US

Business Address: 1230 Station Rd  
City: New York State/Province/Territory: NY Zip/Postal Code: 11763  
Country: US  
Telephone: 631-366-3333

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               | <u>                    </u> | Treasurer   | <u>                    </u> |
| Chairman of Board       | <u>                    </u> | Shareholder | <u>                    </u> |
| Chief Exec. Officer     | <u>                    </u> | Secretary   | <u>                    </u> |
| Chief Financial Officer | <u>                    </u> | Partner     | <u>                    </u> |
| Vice President          | <u>05/25/2008</u>           |             |                             |
| (Other)                 |                             |             |                             |

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

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

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

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

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

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

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

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

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

I, Brian 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, Brian 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:

Brian Heinlein

Vice President

Title

02/17/2022 09:30:48 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: GEORGE HEINLEIN  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
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: Medford State/Province/Territory: NY Zip/Postal Code: 11763  
Country: US  
Telephone: 6319247500

List of other addresses and telephone numbers attached

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

|                         |                   |             |                   |
|-------------------------|-------------------|-------------|-------------------|
| President               | <u>01/29/1997</u> | Treasurer   | <u>01/29/1997</u> |
| Chairman of Board       | <u></u>           | Shareholder | <u></u>           |
| Chief Exec. Officer     | <u></u>           | Secretary   | <u>01/29/1997</u> |
| Chief Financial Officer | <u></u>           | Partner     | <u></u>           |
| Vice President          | <u>01/29/2005</u> |             |                   |
| (Other)                 |                   |             |                   |

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

YES ☒ 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 ☒ 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 ☒ NO ☐ If Yes, provide details.

BITTLE & SONS INC. - 100% common ownership

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

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

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

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

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

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

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

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

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

I, 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

President

Title

02/17/2022 09:28:08 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: William Nolan  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

|                   |              |                           |       |
|-------------------|--------------|---------------------------|-------|
| Business Address: |              | 1230 Station Rd           |       |
| 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: US  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

|                         |            |             |            |
|-------------------------|------------|-------------|------------|
| President               | 01/29/1997 | Treasurer   | 01/29/1997 |
| Chairman of Board       |            | Shareholder |            |
| Chief Exec. Officer     |            | Secretary   | 01/29/1997 |
| Chief Financial Officer |            | Partner     |            |
| Vice President          | 01/29/2005 |             |            |
| (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.

## \$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 ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

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

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

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

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

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

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

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

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

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

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

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

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

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

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

I, William Nolan , 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, William Nolan , 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:

William Nolan

Treasurer

Title

10/26/2021 09:47:35 AM

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: 12/01/2020

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

2) Address of Place of Business: 1230 STATION RD

City: MEDFORD State/Province/Territory: NY Zip/Postal Code: 11796

Country: US

3) Mailing Address (if different): 1230 STATION RD

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

Country: US

Phone: (631) 366-3333

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 ☐ If yes, please provide details:

Bittle & Son and D.F. Stone Switchboard Operator

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

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Bittle & Sons Inc.

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

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

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

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

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

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

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

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Employee screenings, notify Nassau County officials immediately if a conflict occurs.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

01/30/1997

- 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  
207 Summer Circle  
East Northport, NY 11731

*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  
207 Summer Circle  
East Northport, NY 11731  
  
Brian Heinlein - Vice President  
475 Potter Blvd.  
Brightwaters, NY 11718  
  
William Nolan - Treasurer  
848 South Long Beach Ave  
Freeport, NY 11520

*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;

25

- vi) Annual revenue of firm;

10000000

vii) Summary of relevant accomplishments

Contracts with a multitude of municipalities in the New York Area

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.

We have had contracts with you in the past

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 Hempstead

Contact Person Gary Parisi

Address 350 Front St

City Hempstead

State/Province/Territory NY

Country US

Telephone (516) 489-5000

Fax #

E-Mail Address gparisi@TOHmail.org

Company Town of Huntington - Division of Purchasing

Contact Person Lori Finger

Address 100 Main St

City Huntintion

State/Province/Territory NY

Country US

Telephone (631) 351-3177

Fax #

E-Mail Address purchasing@huntingtonNY.gov

Company CYRUS MANAGEMENT OF SUFFOLK, I

Contact Person Martin Connolly

Address 1230 Station Road

City NY

State/Province/Territory NY

Country US

Telephone (631) 924-7500

Fax #

E-Mail Address lmontaperto@hcvltd.com

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**

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

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

George Heinlein [REDACTED]

President

Title

10/27/2021 09:07:06 AM

Date

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
HIGHTSTOWN NY 00501

DATE OF THIS NOTICE: 02-06-97  
NUMBER OF THIS NOTICE: CP 575 G  
EMPLOYER IDENTIFICATION NUMBER: 11-3358513  
FORM: SS-4 (TELE-TIN)  
1925526203 B

FOR ASSISTANCE CALL US AT:  
1-800-829-1040

DF STONE CONTRACTING LTD  
308 W MAIN ST STE 102  
SMITHTOWN NY 11787

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Tele-TIN phone call. We assigned you employer identification number (EIN) 11-3358513. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

|           |          |
|-----------|----------|
| Form 941  | 04/30/97 |
| Form 1120 | 03/15/98 |
| Form 940  | 01/31/98 |

If the due date has passed please complete the form and send it to us by 02-21-97. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.



New York State Department of  
**Taxation and Finance**  
Sales Tax Registration  
W A Harriman Campus  
Albany NY 12227

10112093530300-AT00



DF STONE CONTRACTING, LTD.  
1230 STATION RD  
MEDFORD NY 11763-4437

New York State Department of Taxation and Finance  
**Certificate of Authority**

Identification number

**11-3358513**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**11/1/2010**

**Dept of Tax  
and Finance**

DF STONE CONTRACTING, LTD.  
1230 STATION RD  
MEDFORD NY 11763-4437

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.

**The certificate may not be photocopied or reproduced.**

4050109100098

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):

2 File(s) uploaded CCF02252020\_0007.pdf, Consultant Form for Nassau County.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. is affiliated with D.F. Stone Contracting, Ltd. by common ownership of George Heinlein. However, Bittle & Sons, Inc. will not be performing under this or any other Nassau County Contract.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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:

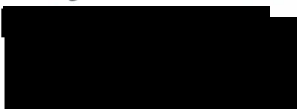
George Heinlein

Dated: 10/27/2021 09:11:21 AM

Title: President

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

**George Heinlein – President**



**Brian Heinlein - Vice President**



**William Nolan - Treasurer**



George Heinlein





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2022

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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Transportation Writers Inc.<br>201 Moreland Rd<br>Suite 10<br>Hauppauge NY 11788 |  | <b>CONTACT NAME:</b> Coverages Unlimited<br><b>PHONE (A/C, No, Ext):</b> (631) 425-5111<br><b>FAX (A/C, No):</b> (631) 425-2477<br><b>E-MAIL ADDRESS:</b>   |  |
| <b>INSURED</b><br>D.F. Stone Contracting, Ltd<br>1230 Station Rd<br>Medford NY 11763                |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> American Casualty Co of Reading, PA<br><b>INSURER B:</b> Continental Insurance Co<br><b>INSURER C:</b> Phoenix Insurance Co<br><b>INSURER D:</b> First Rehabilitation Life Ins.<br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>20427<br>35289<br>25623<br>81434   |  |

**COVERAGES** **CERTIFICATE NUMBER:** 22-23 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   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                  |           |                                   | 7012422872          | 03/15/2022              | 03/15/2023              | EACH OCCURRENCE \$ 1,000,000.   |  |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           |                                   |                     |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.                           |  |
|   | <input checked="" type="checkbox"/> Contractual Liability  |           |                                   |                     |                         |                         | MED EXP (Any one person) \$ 15,000.   |  |
|   | <input checked="" type="checkbox"/> Completed Operations   |           |                                   |                     |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000.   |  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |                                   |                     |                         |                         | GENERAL AGGREGATE \$ 2,000,000.   |  |
|   | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |                                   |                     |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000.  |  |
|   | OTHER:   |           |                                   |                     |                         |                         |   |  |
|   | <b>AUTOMOBILE LIABILITY</b>  |           |                                   |                     |                         |                         |   | COMBINED SINGLE LIMIT (Ea accident) \$ |
|   | <input type="checkbox"/> ANY AUTO  |           |                                   |                     |                         |                         | BODILY INJURY (Per person) \$   |  |
|   | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                       |           |                                   |                     |                         |                         | BODILY INJURY (Per accident) \$   |  |
| <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY |  |           | PROPERTY DAMAGE (Per accident) \$ |                     |                         |                         |   |  |
| B   | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR                         |           |                                   | 7012422869          | 03/15/2022              | 03/15/2023              | EACH OCCURRENCE \$ 5,000,000.   |  |
|   | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                     |           |                                   |                     |                         |                         | AGGREGATE \$ 5,000,000.   |  |
|   | DED RETENTION \$   |           |                                   |                     |                         |                         |   |  |
|   |  |           |                                   |                     |                         |                         |   |  |
| C   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |                                   | UB-3L70992A-21-42-G | 11/25/2021              | 11/25/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |  |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> |           |                                   |                     |                         |                         | E.I. EACH ACCIDENT \$ 1,000,000.  |  |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |                                   |                     |                         |                         | E.I. DISEASE - EA EMPLOYEE \$ 1,000,000.  |  |
|   |  |           |                                   |                     |                         |                         | E.I. DISEASE - POLICY LIMIT \$ 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

## CANCELLATION

|   |  |
|---|--|
| COUNTY OF NASSAU, DEPARTMENT OF PUBLIC WORKS<br>1194 PROSPECT AVENUE<br><br>WESTBURY NY 11590 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Arthur T. Walsh, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** February 2, 2022

**SUBJECT:** Approval of Contract Amendment No. 2  
Drainage Requirements Contract No. S82001-05G  
Encumbrance No. CHPW19000011

Hurricane/Tropical Storm Ida caused damage to the County's drainage infrastructure. The magnitude of this work was not anticipated in the current contract cap for our Drainage requirements contract. As such, additional funding, Amendment No. 2, is needed for projects anticipated to start in the current year including but not limited to Whitney Creek Drain improvements, 1<sup>st</sup> Avenue (Bay Park) drainage ditch improvements, Clint Road at Cutter Mill Drain stone stabilization near headwall, 1 Grove Court (Inc. Village of East Hills) retaining wall repair and end of Inwood Road (Inc. Village of Manorhaven) embankment stabilization and restoration. Therefore, 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 including the ability to respond to storm related infrastructure damage. The Department is working with FEMA to get the work associated with Ida reimbursed to the maximum extent allowable. To perform the aforementioned "on-call" constructions, the Maximum Amount shall be increased by four million dollars (\$4,000,000). Accordingly, the total Maximum Amount the County shall pay the Contractor for the services during the four (4) years shall be increased to ten million eight hundred thousand dollars (\$10,800,000).

**DRAINAGE REQUIREMENTS CONTRACT No. S82001-05G**  
**ADDITIONAL FUNDING: Increase Maximum Amount by \$4,000,000.00**

The work to be performed under this contract Amendment will consist of the furnishing of labor, materials, tools, equipment and incidentals as specified for emergency repair work including but not limited to the dewatering and/or rehabilitation and/or reconstruction of degraded and/or deteriorated drainage facilities such as storm water basins and drainage corridors at various locations in Nassau County. Additional items of work include the reconstruction of damaged drainage structures, vegetation control, and clearing and erosion control in stream drainage easements and other related work as required. Any remaining balance from the current year will carry over to the remainder of the contract. Any remaining funds will be disencumbered at the end of the contract.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

February 2, 2022

Page 2.

**SUBJECT:** Approval of Contract Amendment No. 2  
Drainage Requirements Contract No. S82001-05G  
Encumbrance No. CHPW19000011

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.

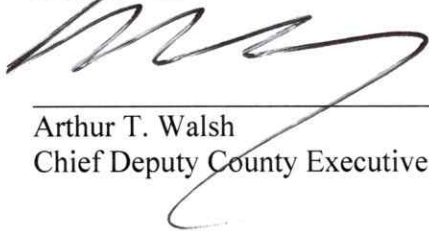


Kenneth G. Arnold  
Commissioner

KGA:TG:jd

c: Vincent Falkowski, Deputy Commissioner  
Roseann D'Alleva, Deputy Commissioner  
Thomas George, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Paggi, Chief Civil Engineer  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Anthony Marino, Deputy Superintendent of Buildings  
John O'Dougherty, Project Manager IV  
Gijo Varghese, Civil Engineer III

APPROVED:



Arthur T. Walsh  
Chief Deputy County Executive

Date

DISAPPROVED:

Arthur T. Walsh  
Chief Deputy County Executive

Date

**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:** December 22, 2021

**SUBJECT:** Whitney Creek Drain Improvements at Community Drive and Shelter Rock Road  
Drainage Requirements Contract S82001-05G  
Encumbrance No. CHPW19000011  
Request to Encumber Funding

This Department is requesting approval of the amount of \$500,000.00 to be encumbered from Capital Project 35125-IDA010 into Drainage Requirements Contract S82001-05G. Please note that the Department is working with FEMA to get these costs reimbursed.

The requested encumbrance of funds into Drainage Requirements Contract S82001-05G is necessary for D.F. Stone Contracting, Ltd. to repair County infrastructure damaged by Hurricane/Tropical Storm Ida along Community Drive, Shelter Rock Road and Whitney Creek in Manhasset. Runoff from the heavy rain on September 1 and 2, 2021, caused erosion along the back of walk leading to the failure of the sidewalk and fence damage along Community Drive, fence failure and deep erosion (greater than 8 feet deep) behind the back of walk along Shelter Rock Road, and embankment and streambed erosion along Whitney Creek. This work will rebuild the failed sidewalk and fence, restore the eroded embankment and streambed, and provide embankment and streambed stabilization via placement of stone ranging in size from six (6) inches to forty-eight (48) inches wide. Fallen trees will be removed ranging in caliper size from six (6) inches to twenty-six (26) inches and a 12-foot by 12-foot by 14-foot depth section of Shelter Rock Road will be excavated and restored to eliminate a depression identified in the pavement. 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.

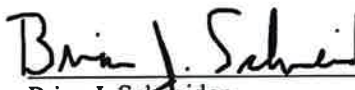


Kenneth G. Arnold  
Commissioner

KGA:jdVincent Falkowski, Deputy Commissioner  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Anthony Marino, Deputy Superintendent of Buildings  
Christopher Paggi, Chief Civil Engineer  
Gijo Varghese, Civil Engineer III  
Devin Velasquez, Civil Engineer II

APPROVED:

DISAPPROVED:

 12/22/2021  
Brian J. Schneider Date  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive



## REQUEST TO INITIATE

RTI Number 21-0317 R**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☒ In-House or Requirements Work Order**Drainage Requirements S82001-05G – D.F. Stone - Encumbrance CHPW19000011**Project Title: Whitney Creek Drain Improvements at Community Drive and Shelter Rock Road (Ida number 10)Department: Public Works Project Manager: Gijo Varghese Date: December 13, 2021Service Requested: Requirements contract. Construction along Shelter Rock Road, Community Drive, and Whitney Creek Drain to repair damaged infrastructure caused by Hurricane Ida.

Justification: This work is necessary to repair damages caused by Hurricane Ida including sidewalk failure, fence failure, embankment and streambed erosion.

Requested by: Public Works: Civil/Site Construction Management Unit

Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$500,000.00  
Circle appropriate phaseTotal Project Cost: \$600,000.00

Includes, design, construction and CM

Date Start Work: ASAP

Phase being requested

Duration: 2 months

Phase being requested

Capital Funding Approval: YES ☐ NO ☐ Roseann D'Alleva 12/17/21  
SIGNATURE DATE

Funding Allocation (Capital Project): \_\_\_\_\_

See Attached Sheet if multiyear ☐

NIFS Entered : \_\_\_\_\_

SIGNATURE

DATE

AIM Entered: \_\_\_\_\_

SIGNATURE

DATE

Funding Code: 82020-ida-010 = 485,000  
35125-IDA010 = 115,000

use this on all encumbrances

Timesheet Code: 21-0317

use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation \_\_\_\_\_

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐

SIGNATURE

12/17/2021

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

| Vendor   | Quote | Comment | See Attached Sheet <input type="checkbox"/> |
|----------|-------|---------|---|
| 1. _____ | _____ | _____   |   |
| 2. _____ | _____ | _____   |   |
| 3. _____ | _____ | _____   |   |
| 4. _____ | _____ | _____   |   |

DCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_

Version January 2014

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Devin Velasquez, Civil Engineer II

**FROM:** Office of the Commissioner

**DATE:** January 11, 2022

**SUBJECT:** CSEA Sub-Contracting Approval  
**C21-0317 – Proposed Contract Number: S82001-05G**  
*Whitney Creel Drain Improvements at Community Drive and  
Shelter Rock Road*

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C21-0317**.

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



Roseann D'Alleva  
Deputy Commissioner

RD:jd

c: Kenneth G. Arnold, Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Paggi, Chief Civil Engineer



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

C21-0317

**TO:** Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, President

**FROM:** Department of Public Works

**DATE:** December 14, 2021

**SUBJECT:** CSEA Notification – Proposed use of a DPW Contract  
Drainage Requirements Contract No.: S82001-05G  
Whitney Creek Drain Improvements at Community Drive and Shelter Rock Road

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services: Drainage Requirements Construction Contract.
2. The work involves the following: Restoration of County infrastructure damaged by Hurricane Ida along Shelter Rock Road, Community Drive, and Whitney Creek. Runoff from the Hurricane caused erosion along the back of walk leading to the failure of the sidewalk and fence damage along Community Drive, fence failure and deep erosion (greater than 8 feet deep) behind the back of walk along Shelter Rock Road, and embankment and streambed erosion along Whitney Creek. This work will rebuild the failed sidewalk and fence, restore the eroded embankment and streambed, and provide embankment and streambed stabilization via placement of stone ranging in size from 6 inches to 48 inches wide. Fallen trees will be removed ranging in caliper size from 6 inches to 26 inches and a 12 foot by 12 foot by 14-foot depth portion of Shelter Rock Road, will be excavated and restored to eliminate a depression identified in the pavement. The proposed vendor is D.F. Stone Contracting, Ltd. The anticipated start date is January 2022.
3. An estimate of the cost is: \$500,000.00
4. An estimate of the duration is: Two (2) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.

*Roseann D'Alleva*

Roseann D'Alleva  
Deputy Commissioner

RD:RM:ac

c: Jose Lopez, Director, Office of Labor Relations  
Seth Blau, Deputy Director, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Christopher Yansick, Unit Head, Services Unit  
Diane Pyne, Unit Head, Human Resources Unit  
Christopher Paggi, Chief Civil Engineer  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Gijo Varghese, Civil Engineer III  
Devin Velasquez, Civil Engineer II  
Rosa Miler, Special Assistant, Office of Labor Relations



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

10-19-21

Name and Title of Authorized Representative

m/d/yy



Signature

10-19-21

Date

D.F. Stone Contracting, Ltd.

Name of Organization

1230 Station Road

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

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

July 21, 2021

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

Att: Brian Heinlein

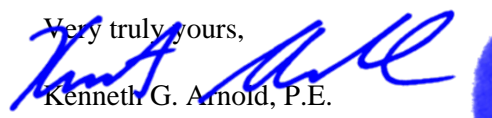
Re: Requirements Contract for the Reconstruction & Dewatering of County Drainage Facilities  
Contract Number S82001-05G  
Encumbrance Number CHPW19000011  
Extension of Contract

To Whom It May Concern:

As per Rules Resolution No. 180-2019, "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", you are hereby advised that the extension of contract is granted for two (2) years to August 15, 2023.

This extension of contract is not an acknowledgment by the County that the same was caused by any action on the part of the County and shall not serve to relieve you from any of the terms and conditions of the contract or from full responsibility of performance of the obligations hereunder. The County specifically reserves any and all claims, causes of action, and the right to assess damages against you or your surety.

Very truly yours,



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

KGA:RM:

c: Rakhal Maitra, Deputy Commissioner of Public Works  
Vincent Falkowski, Deputy Commissioner for Environmental Programs  
Roseann D'Alleva, Deputy Commissioner of Public Works  
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction  
Daniel C. Fucci, Environmental Specialist III  
John O'Dougherty, Project Manager III  
Siju Sebastian, Accountant II  
Gerry Broesler, Resident Engineer  
Michael Lisa, Office Engineer  
Kathleen Voskerijian, Claims Section, Office of the Comptroller  
Matt Duffy, Inspector, Office of the Comptroller  
Bonding Company: QBE Insurance Corporation

**B-13-20**

Certified: 21-OCT-20 -- BFOX

**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 |

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

|   |
|---|
| <b>Department:</b>  |
| Contact Name: Jose Viteri   |
| Address: NCDPW<br>1194 Prospect Avenue<br>Westbury, NY 11590<br>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  |

|                     |                           |                                |
|---------------------|---------------------------|--------------------------------|
| <b>DCEC</b>         | <b>Approval: X</b>        | <b>11-JUN-20 -- JCHIARA</b>    |
| <b>Dep. CE</b>      | <b>Approval: X</b>        | <b>11-JUN-20 -- BSCHNEIDER</b> |
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>17-JUN-20 -- GCASTILLO</b>  |
| <b>Legislature</b>  | <b>Approval: X</b>        | <b>15-JUL-20 -- CALBERT</b>    |
| <b>Comptroller</b>  | <b>Deputy: X</b>          | <b>04-AUG-20 -- JSCHOEN</b>    |
| <b>NIFA</b>         | <b>NIFA Approval: X</b>   | <b>21-AUG-20 -- MWORSHAM</b>   |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> 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. |
| <b>Method of Procurement:</b> The contractor was selected through an open competitive bidding process with formal sealed bids.  |
| <b>Procurement History:</b> 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.   |
| <b>Description of General Provisions:</b> 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.<br>This is a unit price contract.  |
| <b>Impact on Funding / Price Analysis:</b> 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).  |
| <b>Change in Contract from Prior Procurement:</b> 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.  |
| <b>Recommendation: (approve as submitted)</b> Approve as submitted.   |

## Advisement Information

| BUDGET CODES |              | FUNDING SOURCE | AMOUNT          | LINE | INDEX/OBJECT CODE        | AMOUNT        |
|--------------|--------------|----------------|-----------------|------|--------------------------|---------------|
| Fund:        | CAP          | Revenue        |                 | 1    | PWCAPCAP/82008-R01/00004 | \$ 885,000.00 |
| Control:     | 82           | Contract:      |                 | 2    | PWCAPCAP/82001-R01/00004 | \$ 500,000.00 |
| Resp:        | 001, 008     | County         | \$ 0.00         |      |                          | \$ 0.00       |
| Object:      | 00004        | Federal        | \$ 0.00         |      |                          | \$ 0.00       |
| Transaction: | 107          | State          | \$ 0.00         |      |                          | \$ 0.00       |
| Project #:   | 82001, 82008 | Capital        | \$ 1,385,000.00 |      |                          | \$ 0.00       |
| Detail:      | R01          | Other          | \$ 0.00         |      |                          | \$ 0.00       |

|            |  |       |                 |  |       |                 |
|------------|--|-------|-----------------|--|-------|-----------------|
| RENEWAL    |  | TOTAL | \$ 1,385,000.00 |  |       | \$ 0.00         |
| % Increase |  |       |                 |  | TOTAL | \$ 1,385,000.00 |
| % Decrease |  |       |                 |  |       |                 |

**B-13-20**

Certified:

**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 |

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

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| <b>Department:</b>  |
| Contact Name: Jose Viteri   |
| Address: NCDPW<br>1194 Prospect Avenue<br>Westbury, NY 11590<br>Phone: 516-571-6926 |

## Routing Slip

|              |                           |                         |
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| 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  |

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| <b>Dep. CE</b>      | <b>Approval: X</b>        | <b>11-JUN-20 -- BSCHNEIDER</b> |
| <b>Leg. Affairs</b> | <b>Approval/Review: X</b> | <b>17-JUN-20 -- GCASTILLO</b>  |
| <b>Legislature</b>  | <b>Approval: X</b>        | <b>15-JUL-20 -- CALBERT</b>    |
| <b>Comptroller</b>  | <b>Deputy: X</b>          | <b>04-AUG-20 -- JSCHOEN</b>    |
| <b>NIFA</b>         | <b>NIFA Approval: X</b>   | <b>21-AUG-20 -- MWORSHAM</b>   |

## Contract Summary

|   |
|---|
| <b>Purpose:</b> 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. |
| <b>Method of Procurement:</b> The contractor was selected through an open competitive bidding process with formal sealed bids.  |
| <b>Procurement History:</b> 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.   |
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| <b>Impact on Funding / Price Analysis:</b> 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).  |
| <b>Change in Contract from Prior Procurement:</b> 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.  |
| <b>Recommendation: (approve as submitted)</b> Approve as submitted.   |

## Advisement Information

| BUDGET CODES |              | FUNDING SOURCE | AMOUNT          | LINE | INDEX/OBJECT CODE        | AMOUNT        |
|--------------|--------------|----------------|-----------------|------|--------------------------|---------------|
| Fund:        | CAP          | Revenue        |                 | 1    | PWCAPCAP/82008-R01/00004 | \$ 885,000.00 |
| Control:     | 82           | Contract:      |                 | 2    | PWCAPCAP/82001-R01/00004 | \$ 500,000.00 |
| Resp:        | 001, 008     | County         | \$ 0.00         |      |                          | \$ 0.00       |
| Object:      | 00004        | Federal        | \$ 0.00         |      |                          | \$ 0.00       |
| Transaction: | 107          | State          | \$ 0.00         |      |                          | \$ 0.00       |
| Project #:   | 82001, 82008 | Capital        | \$ 1,385,000.00 |      |                          | \$ 0.00       |
| Detail:      | R01          | Other          | \$ 0.00         |      |                          | \$ 0.00       |

|            |  |       |                 |  |       |                 |
|------------|--|-------|-----------------|--|-------|-----------------|
| RENEWAL    |  | TOTAL | \$ 1,385,000.00 |  |       | \$ 0.00         |
| % Increase |  |       |                 |  | TOTAL | \$ 1,385,000.00 |
| % Decrease |  |       |                 |  |       |                 |



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 |

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

|   |
|---|
| <b>Department:</b>  |
| Contact Name: Jose Viteri   |
| Address: NCDPW<br>1194 Prospect Avenue<br>Westbury, NY 11590<br>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  |

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

## 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 |              | FUNDING SOURCE | AMOUNT          | LINE | INDEX/OBJECT CODE        | AMOUNT        |
|--------------|--------------|----------------|-----------------|------|--------------------------|---------------|
| Fund:        | CAP          | Revenue        |                 | 1    | PWCAPCAP/82008-R01/00004 | \$ 885,000.00 |
| Control:     | 82           | Contract:      |                 | 2    | PWCAPCAP/82001-R01/00004 | \$ 500,000.00 |
| Resp:        | 001, 008     | County         | \$ 0.00         |      |                          | \$ 0.00       |
| Object:      | 00004        | Federal        | \$ 0.00         |      |                          | \$ 0.00       |
| Transaction: | 107          | State          | \$ 0.00         |      |                          | \$ 0.00       |
| Project #:   | 82001, 82008 | Capital        | \$ 1,385,000.00 |      |                          | \$ 0.00       |
| Detail:      | R01          | Other          | \$ 0.00         |      |                          | \$ 0.00       |

|                |  |              |                        |  |  |              |                        |
|----------------|--|--------------|------------------------|--|--|--------------|------------------------|
| <b>RENEWAL</b> |  | <b>TOTAL</b> | <b>\$ 1,385,000.00</b> |  |  |              | <b>\$ 0.00</b>         |
| % Increase     |  |              |                        |  |  | <b>TOTAL</b> | <b>\$ 1,385,000.00</b> |
| % Decrease     |  |              |                        |  |  |              |                        |

## RULES RESOLUTION NO 98 -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.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY LEGISLATURE  
AT A PUBLIC HEARING ON 7-7-2020  
PRESENT:  
COUNTY CLERK 7, COUNTY EXECUTIVE 0, COUNTY COMMISSIONER 0, COUNTY ATTORNEY 0  
LEGISLATION PRESENT: 7

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.

## 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: [Signature]

Name: George Heinlein

Title: President

Date: 05-04-2020

County of Nassau

By: [Signature]

Name: Brian J. Schwaner

Title: Deputy County Executive

Date: Aug. 27, 2020

PLEASE EXECUTE IN BLUE INK

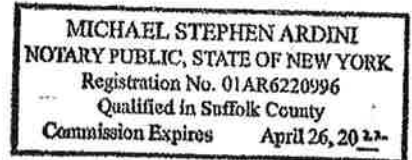
STATE OF NEW YORK)

Suffolk )ss.:  
COUNTY OF NASSAU)

On the 4<sup>th</sup> day of May in the year 2020 before me personally came George Heinen 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*

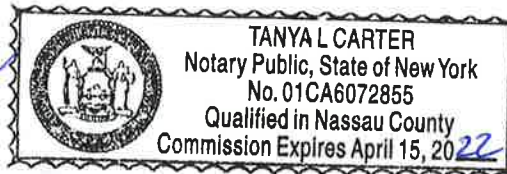


STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU)

On the 27 day of August in the year 2020 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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.

*Tanya L. Carter*  
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

**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



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

INDEX

| <u>Description</u>                               | <u>Page No.</u> |
|--|-----------------|
| Notice to Bidders.....                           | 3               |
| Instructions to Bidders.....                     | 5               |
| Bid Bond Form.....                               | 25              |
| Proposal.....                                    | 41              |
| Wick's Exempt List of Subcontractors.....        | 79              |
| Notice of Award.....                             | 123             |
| Agreement.....                                   | 125             |
| Schedule of Wage Rates.....                      | 141             |
| Signatures.....                                  | 257             |
| Insurance Certificates.....                      | 265             |
| Form of Performance Bonds.....                   | 267             |
| Special Conditions/Technical Specifications..... | 293             |

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**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, Timbemen 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.nassaucountynv.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](mailto: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,

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

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."

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

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.

## INSTRUCTIONS TO BIDDERS

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 responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

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

## INSTRUCTIONS TO BIDDERS

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.

## INSTRUCTIONS TO BIDDERS

- 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 bidder, its officers, directors, owners and/or managerial employees, within the past five years.
- n. Disclosure of any violations within the past five years

## INSTRUCTIONS TO BIDDERS

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 ~~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

## INSTRUCTIONS TO BIDDERS

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.

## INSTRUCTIONS TO BIDDERS

### 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:

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| <u>Value of Contract</u> | <u>Administrative Fee</u> |
|--------------------------|---------------------------|
| \$0 - \$5000             | \$0                       |
| \$5001 - \$50,000        | \$160                     |
| \$50,001 - \$100,000     | \$266                     |
| Over \$100,000           | \$533                     |

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

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### 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

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

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,

## INSTRUCTIONS TO BIDDERS

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

## INSTRUCTIONS TO BIDDERS

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.

## INSTRUCTIONS TO BIDDERS

### W. APPRENTICESHIP TRAINING PROGRAMS

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

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

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

# INSTRUCTIONS TO BIDDERS

## TITLE 51

### APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

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

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

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

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

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

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

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

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance

## INSTRUCTIONS TO BIDDERS

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

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

## INSTRUCTIONS TO BIDDERS

from the sponsor verifying the signatory status.

- E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.
- F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.
- G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.
- H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

INSTRUCTIONS TO BIDDERS

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

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

## FORM OF BID BOND

IMPORTANT FORM PROVIDED The bidder shall instruct the Surety Company to USE THIS 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 [Signature] VP  
Vice President

(L.S.)

(Corporate seal of Contractor  
Title if a corporation)

by [Signature] (L.S.)  
Witness

Title

by [Signature] (L.S.)

Title President

THE OHIO CASUALTY INSURANCE COMPANY

Surety

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

Attest: [Signature] (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 6<sup>th</sup> 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 [REDACTED] 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. 01M06341694  
QUALIFIED IN NASSAU COUNTY  
TERM EXPIRES AUGUST 8, 2020

Lori 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 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

LOUI MONTEBANTO  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 0146384101  
QUALIFIED IN ALBANY COUNTY  
TERM EXPIRES AUGUST 8, 2011

(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

LEONIE-ER SPADARO  
Notary Public State of New York  
No. 01292017314  
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. 7764842

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. Giubiak; 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  
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  
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, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or individual 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.

## FINANCIAL STATEMENT

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



THE OHIO CASUALTY INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2017


| Assets   |                               | Liabilities                                  |                               |
|--|-------------------------------|--|-------------------------------|
| Cash and Bank Deposits .....                   | \$22,398,732                  | Unearned Premiums .....                      | \$1,200,504,734               |
| *Bonds — U.S Government .....                  | 501,755,079                   | Reserve for Claims and Claims Expense .....  | 3,145,397,036                 |
| *Other Bonds .....                             | 3,842,445,321                 | Funds Held Under Reinsurance Treaties .....  | 0                             |
| *Stocks .....                                  | 161,029,164                   | Reserve for Dividends to Policyholders ..... | 154,803                       |
| Real Estate .....                              | 24,027,802                    | Additional Statutory Reserve .....           | 0                             |
| Agents' Balances or Uncollected Premiums ..... | 717,524,715                   | Reserve for Commissions, Taxes and           |                               |
| Accrued Interest and Rents .....               | 30,875,608                    | Other Liabilities .....                      | 107,937,270                   |
| Other Admitted Assets .....                    | 847,561,563                   | <b>Total .....</b>                           | <b>\$4,453,993,843</b>        |
| <b>Total Admitted Assets .....</b>             | <b><u>\$6,147,617,984</u></b> | Special Surplus Funds .....                  | \$ 28,196,932                 |
|  |                               | Capital Stock .....                          | 4,500,000                     |
|  |                               | Paid in Surplus .....                        | 738,183,897                   |
|  |                               | Unassigned Surplus .....                     | 922,743,312                   |
|  |                               | <b>Surplus to Policyholders .....</b>        | <b>1,693,624,141</b>          |
|  |                               | <b>Total Liabilities and Surplus .....</b>   | <b><u>\$6,147,617,984</u></b> |



\* 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 16<sup>th</sup> day of March, 2018.

  
Assistant Secretary

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 here-  
unto 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: 

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: \_\_\_\_\_

Name of Vice President: Bill Thomas

Vice President's Domicile: \_\_\_\_\_

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

Nassau County DPW

40 of 346

Contract No. S8200105G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{20}{100}$ | \$15,000.00                      | 15,000 -                           |
| 2       | 1,000.00 CY        | Unclassified Excavation                                     | For: Thirty Five $\frac{35}{100}$      | 35 -                             | 35,000 -                           |
| 2B      | 10.00 LF           | Removal of Bulkhead & Timber Rails                          | For: Fifteen $\frac{15}{100}$          | 15 -                             | 150 -                              |
| 2X-1    | 1,000.00 CY        | Unclassified Excavation of Storm Water Basin (0-500 CY)     | For: Four $\frac{4}{100}$              | 4 -                              | 4,000 -                            |
| 2X-2    | 5,000.00 CY        | Unclassified Excavation of Storm Water Basin (501-7000 CY)  | For: Four $\frac{4}{100}$              | 4 -                              | 20,000 -                           |
| 2X-3    | 10,000.00 CY       | Unclassified Excavation of Storm Water Basin (Over 7000 CY) | For: Four $\frac{4}{100}$              | 4 -                              | 40,000 -                           |
| 3       | 1,500.00 CY        | Trench, Culvert and Bridge Excavation                       | For: Thirty Five $\frac{35}{100}$      | 35 -                             | 52,500 -                           |
| 4AX     | 50.00 CY           | Cement Concrete Breaking (Pavement)                         | For: Five $\frac{5}{100}$              | 5 -                              | 250 -                              |
| 4B      | 25.00 CY           | Cement Concrete Breaking (Structures)                       | For: Five $\frac{5}{100}$              | 5 -                              | 125 -                              |
| 5A      | 100.00 CY          | Embankment in Place   | For: Twelve $\frac{12}{100}$           | 12 -                             | 1200 -                             |
| 5B      | 10.00 CY           | Borrow Fill   | For: Twenty $\frac{20}{100}$           | 20 -                             | 200 -                              |
| 5C      | 500.00 CY          | Selected Fill   | For: Ten $\frac{10}{100}$              | 10 -                             | 5000 -                             |
| 5D      | 10.00 CY           | Selected Granular Fill                                      | For: Fourteen $\frac{14}{100}$         | 14 -                             | 140 -                              |
| 7       | 100.00 SY          | Preparing Fine Grade  | For: Two $\frac{2}{100}$               | 2 -                              | 200 -                              |

**NO TEXT ON THIS PAGE**

Department of Public Works Nassau County, N.Y.  
 Bid Sheet for Contract: S8200105G

Nassau County DPW

51 of 346

Contract No. S82001-05G

Requirements-Reconstruction & Dewatering-Drainage

| 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 $\frac{00}{100}$                  |                        | 2 -                              | 8000 -                             |
| 9A       | 800.00 CY          | Topsoil (Supplied)                                   | For: Sixteen $\frac{00}{100}$              |                        | 16 -                             | 12,800 -                           |
| 9B       | 100.00 CY          | Topsoil (Rehanded)                                   | For: Seven $\frac{00}{100}$                |                        | 7 -                              | 700 -                              |
| 10A      | 100.00 SF          | Temporary Sheeting and Bracing                       | For: Fifteen $\frac{00}{100}$              |                        | 15 -                             | 1500 -                             |
| 10A-1    | 300.00 SF          | Excavation Protection System                         | For: Five $\frac{00}{100}$                 |                        | 5 -                              | 1500 -                             |
| 10B      | 50.00 SF           | Temporary Sheeting and Bracing Ordered Left In Place | For: Thirty Five $\frac{00}{100}$          |                        | 35 -                             | 1750 -                             |
| 10C-1    | 25.00 SF           | Permanent Corrugated Metal Sheeting & Bracing        | For: One Hundred Eighteen $\frac{00}{100}$ |                        | 118 -                            | 2950 -                             |
| 10C-2    | 25.00 SF           | Permanent Steel Sheet Piling and Bracing             | For: One Hundred $\frac{00}{100}$          |                        | 100 -                            | 2500 -                             |
| 10C-3    | 25.00 SF           | Permanent Timber Sheet Piling & Bracing              | For: Eighty Five $\frac{00}{100}$          |                        | 85 -                             | 2125 -                             |
| 10C-3XX  | 100.00 SF          | Treated Timber Sheet Piling 4" Thick                 | For: Ninety $\frac{00}{100}$               |                        | 90 -                             | 9000 -                             |
| 12A-4-12 | 6.00 LF            | Reinforced Concrete Pipe Class IV, 12 Inch Diameter  | For: Fifty $\frac{00}{100}$                |                        | 50 -                             | 300 -                              |
| 12A-4-15 | 6.00 LF            | Reinforced Concrete Pipe Class IV, 15 Inch Diameter  | For: Fifty One $\frac{00}{100}$            |                        | 51 -                             | 306 -                              |
| 12A-4-18 | 6.00 LF            | 18 inch Reinforced Concrete Pipe, Class IV           | For: Sixty Three $\frac{00}{100}$          |                        | 63 -                             | 378 -                              |
| 12A-4-24 | 6.00 LF            | Reinforced Concrete Pipe Class IV, 24 Inch Diameter  | For: Ninety Eight $\frac{00}{100}$         |                        | 98 -                             | 588 -                              |
| 12A-4-30 | 6.00 LF            | Reinforced Concrete Pipe Class IV, 30 Inch Diameter  | For: One Hundred Thirteen $\frac{00}{100}$ |                        | 113 -                            | 678 -                              |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County, N.Y.

| 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

Nassau County DPW

56 of 346

Contract No. S82001-05G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{00}{100}$        | 140 —                            | 840 —                              |
| 12F-48   | 6.00 LF            | 48" Round Corrugated Metal Pipe (Smooth Flow)             | For: One Hundred Fifty $\frac{00}{100}$        | 150 —                            | 900 —                              |
| 12H      | 5.00 LF            | Cleaning Existing Drainage System                         | For: Twenty $\frac{00}{100}$                   | 20 —                             | 100 —                              |
| 12HX     | 60.00 CY           | Cleaning Existing Drainage Culverts                       | For: One Hundred Twenty $\frac{00}{100}$       | 120 —                            | 7200 —                             |
| 12P-6    | 6.00 LF            | 6" Smooth Interior Corrugated Polyethylene Drainage Pipe  | For: Thirty Eighty $\frac{00}{100}$            | 38 —                             | 228 —                              |
| 12P-8    | 6.00 LF            | 8" Smooth Interior Corrugated Polyethylene Drainage Pipe  | For: Forty $\frac{00}{100}$                    | 40 —                             | 240 —                              |
| 12P-12   | 6.00 LF            | 12" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: Forty Six $\frac{00}{100}$                | 46 —                             | 276 —                              |
| 12P-15   | 6.00 LF            | 15" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: Forty Seven $\frac{00}{100}$              | 47 —                             | 282 —                              |
| 12P-18   | 6.00 LF            | 18" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: Fifty Nine $\frac{00}{100}$               | 59 —                             | 354 —                              |
| 12P-24   | 6.00 LF            | 24" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: Sixty $\frac{00}{100}$                    | 60 —                             | 360 —                              |
| 12P-30   | 6.00 LF            | 30" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: One Hundred One $\frac{00}{100}$          | 101 —                            | 606 —                              |
| 12P-36   | 6.00 LF            | 36" Smooth Interior Corrugated Polyethylene Drainage Pipe | For: One Hundred Thirty Seven $\frac{00}{100}$ | 137 —                            | 822 —                              |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

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

**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 |
|---------|--------------------|---|------|-------------------------------------|----------------------------------|------------------------------------|
| 19      | 30.00 CY           | Screened Gravel, Loose Measure                | For: | Eighty $\frac{80}{100}$             | 80 —                             | 2400 —                             |
| 20      | 60.00 CY           | Broken Stone, Loose Measure                   | For: | Eighty $\frac{80}{100}$             | 80 —                             | 4800 —                             |
| 21      | 25.00 CY           | Limestone Screening                           | For: | Eighty $\frac{80}{100}$             | 80 —                             | 2000 —                             |
| 22C-2   | 60.00 TON          | Base Course Asphalt Concrete, Type Dense Base | For: | Two Hundred Fifty $\frac{250}{100}$ | 250 —                            | 15,000 —                           |
| 24      | 60.00 CY           | Cement Concrete Pavement                      | For: | Three Hundred $\frac{300}{100}$     | 300 —                            | 18,000 —                           |
| 26      | 125.00 LF          | Concrete Curb                                 | For: | Twenty Five $\frac{25}{100}$        | 25 —                             | 3125 —                             |
| 26S     | 60.00 LF           | Concrete Curb (Special)                       | For: | Thirty $\frac{30}{100}$             | 30 —                             | 1800 —                             |
| 27      | 500.00 SF          | Cement Concrete Sidewalk                      | For: | Fifteen $\frac{15}{100}$            | 15 —                             | 7500 —                             |
| 28      | 100.00 SF          | Cement Concrete Driveways and Driveway Aprons | For: | Eighteen $\frac{18}{100}$           | 18 —                             | 1800 —                             |
| 30      | 100.00 SY          | Metal Reinforcement for Concrete Pavement     | For: | Fifteen $\frac{15}{100}$            | 15 —                             | 1500 —                             |
| 33      | 285.00 LB          | Bar Reinforcement for Structures              | For: | Seven $\frac{7}{100}$               | 7 —                              | 1995 —                             |
| 34      | 4,000.00 LB        | Miscellaneous Metals                          | For: | Two $\frac{2}{100}$                 | 2 —                              | 8000 —                             |
| 35      | 10.00 LF           | Resetting Guide Railing                       | For: | One Hundred $\frac{100}{100}$       | 100 —                            | 1000 —                             |
| 36D     | 50.00 TONS         | Asphalt Concrete Type 1A (Top & Binder)       | For: | Two Hundred Fifty $\frac{250}{100}$ | 250 —                            | 12,500 —                           |
| 36E     | 50.00 TON          | Asphalt Concrete Type 1AC                     | For: | Two Hundred Fifty $\frac{250}{100}$ | 250 —                            | 12,500 —                           |
| 36T     | 10.00 TON          | Temporary Pavement                            | For: | Two Hundred Fifty $\frac{250}{100}$ | 250 —                            | 2500 —                             |

**NO TEXT ON THIS PAGE**

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

81 of 346

Contract No. S82001-05G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{00}{100}$                    | 2 —                              | 250 —                              |
| 58PC    | 100.00 LF          | Saw Cutting Existing Roadway Pavement Concrete | For: Ten $\frac{00}{100}$                    | 10 —                             | 1000 —                             |
| 64      | 70.00 LF           | Reset Existing Fence                           | For: Twenty Five $\frac{00}{100}$            | 25 —                             | 1750 —                             |
| 65B     | 4.00 EA            | Transplanting Existing Trees and Shrubs        | For: Three Hundred $\frac{00}{100}$          | 300 —                            | 1200 —                             |
| 73      | 12.00 LF           | Treated Timber Piles                           | For: One Hundred Sixty Five $\frac{00}{100}$ | 165 —                            | 1980 —                             |
| 91      | 60.00 SY           | Concrete Block Paving                          | For: Forty $\frac{00}{100}$                  | 40 —                             | 2400 —                             |
| 94B     | 1.00 1KBF          | Treated Timber and Lumber                      | For: Six Thousand $\frac{00}{100}$           | 6000 —                           | 6000 —                             |
| 94C     | 1.00 1KBF          | Timber and Lumber                              | For: Six Thousand $\frac{00}{100}$           | 6000 —                           | 6000 —                             |
| 96      | 50.00 CY           | Dry Rip-Rap                                    | For: One Hundred Fifty $\frac{00}{100}$      | 150 —                            | 7500 —                             |
| 96S     | 100.00 CY          | Dry Rip-Rap (Small)                            | For: One Hundred Fifty $\frac{00}{100}$      | 150 —                            | 15,000 —                           |
| 97      | 50.00 CY           | Grouted Rip-Rap                                | For: One Hundred Sixty $\frac{00}{100}$      | 160 —                            | 8000 —                             |
| 98X     | 50.00 SF           | Cofferdams                                     | For: Forty Five $\frac{00}{100}$             | 45 —                             | 2250 —                             |
| 99-08   | 3.00 LF            | Precast Concrete Leaching Basin 8' Diameter    | For: Eight Hundred $\frac{00}{100}$          | 800 —                            | 2400 —                             |
| 99-10   | 3.00 LF            | Precast Concrete Leaching Basin 10' Diameter   | For: One Thousand $\frac{00}{100}$           | 1000 —                           | 3000 —                             |
| 100     | 3.00 LF            | Precast Concrete Diffusion Well 10' Diameter   | For: One Thousand $\frac{00}{100}$           | 1200 —                           | 3600 —                             |
| 102X    | 10.00 DAY          | Maintenance and Protection of Traffic          | For: Two Thousand $\frac{00}{100}$           | 2000 —                           | 20,000 —                           |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

83 of 346

Contract No: S8200105G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{\circ}{100}$    | 35 —                             | 175 —                              |
| 104PB-6B  | 200.00 LF          | Polyolefin Coated Chain Link Fencing 6' High (Between 101 and 500 Linear Feet) | For: Thirty $\frac{\circ}{100}$         | 30 —                             | 6000 —                             |
| 104PB-6C  | 600.00 LF          | Polyolefin Coated Chain Link Fencing 6' High (Greater than 500 Linear Feet)    | For: Thirty $\frac{\circ}{100}$         | 30 —                             | 18000 —                            |
| 104R-6A   | 10.00 LF           | Renovate 6' Chain Link Fence (Less Than 100 Linear Feet)                       | For: Forty $\frac{\circ}{100}$          | 40 —                             | 400 —                              |
| 104R-6B   | 100.00 LF          | Renovate 6' Chain Link Fence (Between 101 and 500 Linear Feet)                 | For: Forty $\frac{\circ}{100}$          | 40 —                             | 4000 —                             |
| 104R-6C   | 500.00 LF          | Renovate 6' Chain Link Fence (Greater Than 500 Linear Feet)                    | For: Forty $\frac{\circ}{100}$          | 40 —                             | 20,000 —                           |
| 104XF-A   | 200.00 LF          | Remove Existing Fence (Less than 100 Linear Feet)                              | For: Five $\frac{\circ}{100}$           | 5 —                              | 1000 —                             |
| 104XF-B   | 250.00 LF          | Remove Existing Fence (Greater than 100 Linear Feet)                           | For: Five $\frac{\circ}{100}$           | 5 —                              | 1250 —                             |
| 106P-DGXA | 5.00 EACH          | Polyolefin Coated Chainlink Double Gate (4'-8')                                | For: One Thousand $\frac{\circ}{100}$   | 1000 —                           | 5000 —                             |
| 106P-DGXB | 10.00 EACH         | Polyolefin Coated Chainlink Double Gate (10'-15')                              | For: Two Thousand $\frac{\circ}{100}$   | 2000 —                           | 20,000 —                           |
| 106P-DGXC | 10.00 EACH         | Polyolefin Coated Chainlink Double Gate (16'-20')                              | For: Two Thousand $\frac{\circ}{100}$   | 2000 —                           | 20,000 —                           |
| 106P-DGXD | 5.00 EACH          | Polyolefin Coated Chainlink Double Gate (20'-24')                              | For: Three Thousand $\frac{\circ}{100}$ | 3000 —                           | 15,000 —                           |
| 106P-SGX  | 5.00 EACH          | Polyolefin Coated Chainlink Single Gate (4'-8')                                | For: Eight Hundred $\frac{\circ}{100}$  | 800 —                            | 4,000 —                            |

**NO TEXT ON THIS PAGE**

Department of Public Works Nassau County, N.Y.  
 Bid Sheet for Contract: S8200105G

Nassau County DPW

85 of 348

Contract No. S8200105G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{00}{100}$             | 25 —                             | 125 —                              |
| 111     | 5.00 SY            | Removal and Replacement of Pavement                   | For: Five Hundred $\frac{00}{100}$            | 500 —                            | 2500 —                             |
| 111P    | 5.00 SY            | Removal and Replacement of Asphalt Covered Pathways   | For: One Hundred $\frac{00}{100}$             | 100 —                            | 500 —                              |
| 117     | 50.00 LF           | Temporary Fence                                       | For: Fifteen $\frac{00}{100}$                 | 15 —                             | 750 —                              |
| 118     | 100.00 CY          | Gabion and Revet Mattresses                           | For: Four Hundred Fifty $\frac{00}{100}$      | 450 —                            | 45,000 —                           |
| 121     | 60.00 CY           | Drybound Base Course                                  | For: Forty $\frac{00}{100}$                   | 40 —                             | 2400 —                             |
| 126B    | 10.00 LF           | Reset Existing Stone Block Curb                       | For: Twenty Five $\frac{00}{100}$             | 25 —                             | 250 —                              |
| 141     | 250.00 LF          | Silt Fence  | For: Five $\frac{00}{100}$                    | 5 —                              | 1250 —                             |
| 141A    | 12.00 LF           | Hay Bales/Straw Bales                                 | For: Fifteen $\frac{00}{100}$                 | 15 —                             | 180 —                              |
| 141B    | 5.00 EA            | Silt Protection For Surface Inlet Drainage Structures | For: One Hundred Twenty Five $\frac{00}{100}$ | 125 —                            | 625 —                              |
| 141C    | 5.00 EA            | Silt Protection For Curb Inlet Drainage Structures    | For: One Hundred Twenty Five $\frac{00}{100}$ | 125 —                            | 625 —                              |
| 158B    | 125.00 SY          | Soil Stabilization Fabric                             | For: Three $\frac{00}{100}$                   | 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 $\frac{00}{100}$                     | 10 —                             | 30 —                               |
| 162B-1  | 3.00 EACH          | Shoreline Shrubbery (12"-18" Height)                  | For: Twenty Five $\frac{00}{100}$             | 25 —                             | 75 —                               |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

87 of 346

Contract No. S82001-05G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 Shrubbery (18"-24" Height)              | For: Sixty Five $\frac{00}{100}$               | 65 —                             | 195 —                              |
| 162C-1  | 3.00 EACH          | Spartina Plantings (2" Peat Pots)                 | For: Fifteen $\frac{00}{100}$                  | 15 —                             | 45 —                               |
| 162C-2  | 3.00 EACH          | Spartina Plantings (Quart Containers)             | For: Fifteen $\frac{00}{100}$                  | 15 —                             | 45 —                               |
| 363-A   | 50.00 SY           | Grass Seeding (Area Less Than 10 Square Yards)    | For: One Dollar & Fifty Cents $\frac{50}{100}$ | 1 50 —                           | 75 —                               |
| 363-B   | 100.00 SY          | Grass Seeding (Area Greater Than 10 Square Yards) | For: One Dollar & Fifty Cents $\frac{50}{100}$ | 1 50 —                           | 150 —                              |
| 365-1   | 50.00 SF           | Sodding (Area Less Than 50 Square Feet)           | For: One $\frac{00}{100}$                      | 1 —                              | 50 —                               |
| 365-2   | 100.00 SF          | Sodding (Area Between 50 and 300 Square Feet)     | For: One $\frac{00}{100}$                      | 1 —                              | 100 —                              |
| 365-3   | 125.00 SF          | Sodding (Area Greater Than 300 Square Feet)       | For: One $\frac{00}{100}$                      | 1 —                              | 125 —                              |
| 367     | 2.00 ACRE          | Hydro-Seeding                                     | For: Five Thousand $\frac{00}{100}$            | 5,000 —                          | 10,000 —                           |
| 368A    | 200.00 SY          | Topsoil and Grass Seed (Less Than 0.5 Acres)      | For: Ten $\frac{00}{100}$                      | 10 —                             | 2,000 —                            |
| 368B    | 1,000.00 SY        | Topsoil and Grass Seed (Greater Than 0.5 Acres)   | For: Nine $\frac{00}{100}$                     | 9 —                              | 9,000 —                            |
| 372A    | 15.00 EACH         | Tree Removal (4" to less than 6")                 | For: Four Hundred $\frac{00}{100}$             | 400 —                            | 6,000 —                            |
| 372B    | 15.00 EA           | TREE REMOVAL 6" TO LESS THAN 12" CAL              | For: Seven Hundred $\frac{00}{100}$            | 700 —                            | 10,500 —                           |
| 372C    | 6.00 EACH          | Tree Removal (12" to less than 24")               | For: One Thousand $\frac{00}{100}$             | 1,100 —                          | 6,600 —                            |
| 372D    | 6.00 EACH          | Tree Removal (24" to less than 36")               | For: One Thousand $\frac{00}{100}$             | 1,306 —                          | 7,800 —                            |
| 372E    | 3.00 EACH          | Tree Removal (36" to less than 48")               | For: One Thousand $\frac{00}{100}$             | 1,400 —                          | 4,200 —                            |

**NO TEXT ON THIS PAGE**

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

69 of 134

Contract No. S82001-05G

Requirements-Reconstruction & Dewatering-Drainage

| 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 $\frac{00}{100}$ | 1700 -                           | 5700 -                             |
| 378      | 3.00 LF            | Mechanical Barrier Root Control System - 24" Deep                           | For: Eight $\frac{00}{100}$                      | 8 -                              | 24 -                               |
| 379-12   | 3.00 LF            | Root Control System 12" Deep  | For: Twenty Five $\frac{00}{100}$                | 25 -                             | 75 -                               |
| 379-19.5 | 3.00 LF            | Root Control System 19.5" Deep  | For: Twenty Five $\frac{00}{100}$                | 25 -                             | 75 -                               |
| 402      | 500.00 SY          | Selective Thinning  | For: Five $\frac{00}{100}$                       | 5 -                              | 2500 -                             |
| 402X     | 500.00 LF          | Selective Thinning Along Fences   | For: Six $\frac{00}{100}$                        | 6 -                              | 3000 -                             |
| 404-A1   | 100.00 SY          | Erosion Control Blankets For Straw/Coconut (Less Than 1000 Square Yards)    | For: Two Dollars & Fifteen Cents                 | 2 $\frac{15}{100}$               | 215 -                              |
| 404-A2   | 1,000.00 SY        | Erosion Control Blankets For Straw/Coconut (Greater Than 1000 Square Yards) | For: Two Dollars & Fifteen Cents                 | 2 $\frac{15}{100}$               | 2150 -                             |
| 404-B1   | 100.00 SY          | Erosion Control Blankets For Polypropylene (Less Than 1000 Square Yards)    | For: Two Dollars & Fifteen Cents                 | 2 $\frac{15}{100}$               | 215 -                              |
| 404-B2   | 1,000.00 SY        | Erosion Control Blankets For Polypropylene (Greater Than 1000 Square Yards) | For: Two Dollars & Fifteen Cents                 | 2 $\frac{15}{100}$               | 2150 -                             |
| 405-1    | 125.00 SY          | Coconut Fiber Rolls (Less Than 50 Square Yards)                             | For: Seventy Five $\frac{00}{100}$               | 75 -                             | 9375 -                             |
| 405-2    | 125.00 SY          | Coconut Fiber Rolls (Greater Than 50 Square Yards)                          | For: Seventy Five $\frac{00}{100}$               | 75 -                             | 9375 -                             |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Nassau County DPW

71 of 346

Contract No. S82001-05G

Requirements-Reconstruction &amp; Dewatering-Drainage

| 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 $\frac{00}{100}$                   | 7-                               | 875-                               |
| 430     | 30.00 CY           | Trash and Debris Removal                           | For: Thirty Five $\frac{00}{100}$             | 35-                              | 1050-                              |
| 503     | 1.00 LS            | Water Control                                      | For: Three Hundred Thousand $\frac{00}{100}$  | 300,000-                         | 300,000-                           |
| 504X    | 50.00 LF           | Repair or Replacement of Fence Fabric              | For: Twenty $\frac{00}{100}$                  | 20-                              | 1000-                              |
| 504Y    | 10.00 LF           | Removal and Replacement of Barbed Wire Strands     | For: Twelve $\frac{00}{100}$                  | 12-                              | 120-                               |
| 504Y-A  | 10.00 LF           | Removal of Barbed Wire Strands                     | For: Twelve $\frac{00}{100}$                  | 12-                              | 120-                               |
| 506     | 8.00 LF            | Clean Existing Leaching Basins and Diffusion Wells | For: Five Hundred $\frac{00}{100}$            | 500-                             | 4000-                              |
| 510     | 1.00 LS            | Force Account Work                                 | For: Three Hundred Thousand $\frac{00}{100}$  | \$300,000.00-                    | 300,000-                           |
| 511-1-A | 2.00 Each          | TCLP Volatile Analysis (Method SW 1311)            | For: One Hundred Twenty Five $\frac{00}{100}$ | 125-                             | 250-                               |
| 511-1-B | 2.00 EACH          | TCLP BNA Analysis (Method SW 1311)                 | For: One Hundred Twenty Five $\frac{00}{100}$ | 125-                             | 250-                               |
| 511-1-C | 2.00 EACH          | TCLP Metals Analysis (Method SW 1311)              | For: One Hundred Ten $\frac{00}{100}$         | 110-                             | 220-                               |
| 511-1-D | 2.00 EACH          | TCLP Pesticides/Herbicides (Method SW 1311)        | For: Two Hundred Thirty $\frac{00}{100}$      | 230-                             | 460-                               |
| 511-2   | 2.00 EACH          | Ignitability/Flashpoint Analysis (Method SW 1010)  | For: Twenty $\frac{00}{100}$                  | 20-                              | 40-                                |
| 511-3   | 2.00 EACH          | Corrosivity Analysis (Method SW 1110)              | For: Five $\frac{00}{100}$                    | 5-                               | 10-                                |
| 511-4   | 2.00 EACH          | Reactivity Analysis (Methods SW 9010 and SW 9030)  | For: Forty Five $\frac{00}{100}$              | 45-                              | 90-                                |

**NO TEXT ON THIS PAGE**

## Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: 58200105G

Nassau County DPW

73 of 346

Contract No: 582001-05G

Requirements Reconstruction &amp; Dewatering-Drainage

| 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: Fifty Five $\frac{00}{100}$                     | 85-                              | 170-                               |
| 511-6   | 2.00 EACH          | Purgeable Aromatics (Method EPA 8020 or 602)                                    | For: Seventy Five $\frac{00}{100}$                   | 75-                              | 150-                               |
| 511-7   | 2.00 EACH          | PCB Analysis (Method EPA 8080)  | For: Seventy $\frac{00}{100}$                        | 70-                              | 140-                               |
| 519     | 10.00 CY           | Sand Bags in Place  | For: One Hundred $\frac{00}{100}$                    | 100-                             | 1000-                              |
| 520A    | 100.00 EACH        | Type "A" Catch Basin Insert-Sediment Control Types (Combination Inlet)          | For: One Thousand Ninety $\frac{00}{100}$            | 1090-                            | 109,000-                           |
| 520B    | 100.00 EACH        | Type "B" Catch Basin Insert-Sediment Control Type (Curb Inlet Only)             | For: One Thousand Two Hundred Forty $\frac{00}{100}$ | 1240-                            | 124,000-                           |
| 521A    | 200.00 EACH        | Type "A" Catch Basin Insert-Filter Type (Combination Inlet)                     | For: One Thousand Two Hundred Forty $\frac{00}{100}$ | 1240-                            | 248,000-                           |
| 521B    | 200.00 EACH        | Type "B" Catch Basin Insert-Filter Type (Curb Inlet Only)                       | For: One Thousand Two Hundred Forty $\frac{00}{100}$ | 1240-                            | 248,000-                           |
| 532     | 100.00 CY          | Transportation and Disposal of Contaminated Materials                           | For: One Hundred Fifty $\frac{00}{100}$              | 150-                             | 15,000                             |
| 550A    | 3,000.00 CY        | Transportation and Disposal of Uncontaminated Soils                             | For: Thirty Four $\frac{00}{100}$                    | 34-                              | 102,000-                           |
| 550B    | 1,000.00 CY        | Transportation and Disposal of Uncontaminated Soils to County Facility          | For: Five $\frac{00}{100}$                           | 5-                               | 5000-                              |
| 550C    | 1,000.00 CY        | Transportation and Disposal of Uncontaminated Soils to County Facility & Spread | For: Six $\frac{00}{100}$                            | 6-                               | 6000-                              |

**NO TEXT ON THIS PAGE**

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S8200105G

Total Bid in Numbers \$ 2,211,556.50Total Amount in Words Two million Two Hundred Eleven Thousand Five Hundred Fifty Six Dollars & Fifty Cents

**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

Medford, NY 11763

  
Signature

7/9/18  
Date

Bill Thomas VP  
Print Name and Title of Signer

**NO TEXT ON THIS PAGE**



# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

CONTRACT NO.

|   |  |                      |                                     |
|---|--|----------------------|-------------------------------------|
| Contractor's Name and Address<br>D.F. STONE CONTRACTORS, LTD.<br>1234 JEFFERSON RD.<br>MIDDLEBURY, NY 11763<br>Federal ID No.: 11-3358513 | Project Description (Project Title, Facility Name and Address):<br>REPAIRS TO CONTRACT DRAINAGE<br>VARIOUS LOCATIONS<br>S82001-05G | Bid Date:<br>7/10/18 | Total Contract Amt:<br>2,211,550.50 |
|---|--|----------------------|-------------------------------------|

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.

Check (X) only one:

| Subcontractor's Name, Address and Federal ID No. | Check (X) only one:      |  |  | General Description of Work | Subcontractor's Contract Amt. |
|--|--------------------------|--|--|-----------------------------|-------------------------------|
|  | Plumbing and Gas Fitting | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus | Electric Wiring and Standard Illuminating Fixtures |                             |                               |
| Federal ID No.                                   | <input type="checkbox"/> | <input type="checkbox"/>                                       | <input type="checkbox"/>                           |                             |                               |
| Federal ID No.                                   | <input type="checkbox"/> | <input type="checkbox"/>                                       | <input type="checkbox"/>                           |                             |                               |
| Federal ID No.                                   | <input type="checkbox"/> | <input type="checkbox"/>                                       | <input type="checkbox"/>                           |                             |                               |

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:

7/8/18

**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 Herndon  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address 1230 STATION RD  
 City/state/zip MODFORD 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 BITTLE & SONS

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer;
- a. Been debarred by any government agency from entering into contracts with that agency?   
 YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_   
 NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_ NO ☒ If Yes, provide details for each such year.

# **CERTIFICATION**

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

I, George Howland, 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 8, 2020

DF Stone Contracting

Name of submitting business

George Howland

Print name

G/H

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 ☒ Other (Describe) \_\_\_\_\_

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

Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

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

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No 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 N C DPW  
Contact Person SCOTT URBAN  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Telephone 516-610-5244  
Fax # \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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 9<sup>th</sup> 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 8, 2020

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

By: Bill Thomas  
Print name

[Signature]  
Signature

Vice President  
Title

7, 9, 2018  
Date

Page 1 of 4

## COUNTY OF NASSAU

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

1. Name of the Entity: D.F. Stone Contracting LtdAddress: 1230 Station Rd.City, State and Zip Code: Medford, NY 117632. Entity's Vendor Identification Number: 11-33585133. 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 Henkel 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 Henkel 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.

*None*

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

*N/A*

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

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

Dated: *7/9/18*

Signed: *[Signature]*

Print Name: *Bill Thomas*

Title: *UP*

Page 4 of 4

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

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  
Name and Title of Authorized Representative

7/9/18  
m/d/yy

[Signature]  
Signature

7/9/18  
Date

D.F. Stone Contracting Ltd.  
Name of Organization

1230 Station Rd Medford, NY 11763  
Address of Organization

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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## 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),

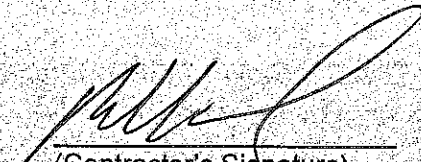
(1) have business operations in Northern Ireland,

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)

## PROPOSAL

### IRAN DIVESTMENT ACT - CERTIFICATION

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

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

The Certification is as follows:

☒ a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

☐ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

  
Signature/Date

7/9/18

Bill Thomas - Vice President  
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<br>Name | Present<br>Position or<br>Office | Years of<br>Construction<br>Experience | Magnitude<br>and type<br>of Work | In<br>What<br>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<br>Capacity, Year, Etc. | Year of<br>Service | Present<br>Location |
|------|---|--------------------|---------------------|
|------|---|--------------------|---------------------|

**See a Hacked**

(use additional blank sheets if additional space is necessary)

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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.

Thoroughly Inspected entire bid  
and location.

(use additional blank sheets if additional space is necessary)

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

Reqs, 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<br>2,000,000.00 | > 3/15/18 - 3/15/19   |
| Umbrella                | American Alternative | 5,000,000.00<br>5,000,000.00 |                       |
| Workers Comp.           | Wesco Ins.           | 1,000,000.00<br>1,000,000.00 | > 11/25/17 - 11/25/18 |
| Disability First Rehab. |                      | 1,000,000.00<br>Statutory    |                       |
| Auto                    | Wesco Ins            | 1,000,000.00                 | 11/17/17 - 11/17/18   |

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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

*(The following text is extremely faint and largely illegible due to low contrast and scan quality. It appears to be a continuation of the report or a separate section.)*

| <u>Specification Number</u> | <u>Description</u> | <u>Manufacturer and/or Supplier</u> |
|-----------------------------|--------------------|-------------------------------------|
|-----------------------------|--------------------|-------------------------------------|

NAME \_\_\_\_\_

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: [Signature] Date: 7/9/18(Print): Bill Thomas Title: VP

WHERE BIDDER IS A CORPORATION, ADD

ATTEST:

[Signature]  
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

he resides at

[REDACTED]

Being duly sworn, deposes and says: That

U.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 9<sup>th</sup> day of July 20 18

Lori Montaperto  
Notary Public

LORI MONTAPERTO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MO8341694  
QUALIFIED IN NASSAU COUNTY  
TERM EXPIRES AUGUST 8, 2020

NO TEXT ON THIS PAGE

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



D F STONE CONTRACTING LTD

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**

|                               |           |            |                |                   |   |   |
|-------------------------------|-----------|------------|----------------|-------------------|---|---|
| NASSAU COUNTY                 | ONGOING   |            | \$1,900,000.00 | SCOTT URBAN       | NASSAU COUNTY   | HAS UTILIZED 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      |   |   |
| NYS DOT                       | COMPLETED | 10/1/2013  | \$1,922,000.00 | CARY LEUSCHNER    | NYS OWNED RECHARGE BASIN RECONDITIONING                             |   |
| D 261856-RECHARGE BASIN       |           |            |                | NYS DOT           |   |   |
|                               |           |            |                | 631-952-6041      |   |   |
| 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                                      |   |

**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      |

[Return to Search Page](#)

**Purchasing**

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

**D F STONE CONTRACTING LTD****Contracts**

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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      |

[Return to Search Page](#)

## Purchasing

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

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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      |
|  |                 | D F STONE CONTRACTING LTD | ROBIN A. MUDGE   | 09/11/2014      |
| CONCRETE - RECYCLED AGGREGATE  | CRA-091213      | D F STONE CONTRACTING LTD | ANN BRAVICO      | 11/21/2014      |
| DISASTER RESPONSE SERVICES AND EQUIPMENT   | 16-13.10.3      | D F STONE CONTRACTING LTD | ROBIN A. MUDGE   | 08/20/2014      |
| DRAINAGE INSTALLATION, REPAIRS & SERVICE   | DIRS-082113     | D F STONE CONTRACTING LTD | ANN BRAVICO      | 06/11/2015      |
| IMPROVEMENTS TO SUFFOLK COUNTY RECHARGE 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      |

[Return to Search Page](#)

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

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

**PROJECTS**

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

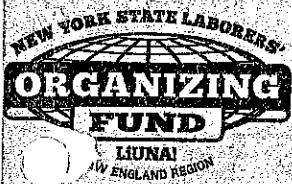
|    |         |                                  |
|----|---------|----------------------------------|
| 1  | (One)   | CAT Skid-Steer Loader            |
| 1  | (One)   | Case Track Loader                |
| 1  | (One)   | Ingersoll-Rand DA-30 Roller      |
| 1  | (One)   | Ingersoll-Rand SD-115D Compactor |
| 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



Thomas Pipczynski  
NYSLOF

35-11 35<sup>th</sup> Ave  
Astoria NY  
July 18, 2018

**Samuel M. Fresina**  
Chairman

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

**Keith Loscalzo**  
Vice Chairman

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 10<sup>th</sup> 2018 for

**Joseph D'Amato**  
Treasurer

**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!

**William Shannon**  
Secretary

You can contact me by phone at 315-399-6534 or by email at [tpipczynski@nyslof.org](mailto:tpipczynski@nyslof.org). I appreciate your time.

**John Hutchings**  
Director

Sincerely,

Thomas Pipczynski

**LIUNA!**  
Feel the Power

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.

George Heinlein  
D.F. Stone Contracting, Ltd.  
June 25, 2019  
Page 2

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

INDEX

ARTICLE PAGE

|       |  |    |
|-------|--|----|
| I.    | General .....  | 2  |
| II.   | Definitions .....  | 3  |
| III.  | Special Conditions .....                                 | 3  |
| IV.   | Extra Work .....   | 4  |
| V.    | Determination and Decisions .....                        | 4  |
| VI.   | Abandonment of Work .....                                | 4  |
| VII.  | Machinery and Plant .....                                | 5  |
| VIII. | Patented Device, Material and Processes .....            | 5  |
| IX.   | Responsibility for Injuries to Persons and Property .... | 5  |
| X.    | Time of Start and Completion .....                       | 7  |
| XI.   | Extension of Time .....                                  | 7  |
| XII.  | Liquidated Damages .....                                 | 8  |
| XIII. | Insurance Requirements .....                             | 8  |
| XIV.  | Arrears to County .....                                  | 10 |
| XV.   | Worker's Compensation Law .....                          | 10 |
| XVI.  | Labor Laws and Notice of Employees' Rights.....          | 10 |

New York State Schedule of Prevailing Hourly Wage Rates

|        |                            |    |
|--------|----------------------------|----|
| XVII.  | Prices .....               | 16 |
| XVIII. | Payments .....             | 16 |
| XIX.   | Final Payment .....        | 17 |
| XX.    | No Estoppel .....          | 17 |
| XXI.   | No Waiver of Rights .....  | 18 |
| XXII.  | Claims and Liability ..... | 18 |

~~Prevention of Delay~~

|         |   |    |
|---------|---|----|
| XXIII.  | Final Compensation .....  | 18 |
| XXIV.   | Specification References .....  | 18 |
| XXV.    | Contractor's Maintenance Guarantee .....  | 18 |
| XXVI.   | Schedule of Requirements .....  | 19 |
| XXVII.  | Supervision .....   | 19 |
| XXVIII. | Sublet or Assign .....  | 19 |
| XXIX.   | Comptroller's Certificate .....   | 20 |
| XXX.    | All Legal Provisions Deemed Included; Seperability;<br>Supremacy; Compliance With Law ..... | 21 |

**NO TEXT ON THIS PAGE**

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

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

**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.

Agree H&GE REQ

Page 2

## ARTICLE II. DEFINITIONS

① 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:

① 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

① Agree H&GE REQ

Page 4

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

① 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, its 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

① 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

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

① 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.

① C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

## ARTICLE 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.

Agree H&GE REQ

Page 9

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. Such written notice shall be given to the employee at or before such individual commences work at the Project Site.
- b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of

such notice and is receiving the prevailing wage rate. For the 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

① 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.

② 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

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.

NEW YORK STATE

SCHEDULE OF PREVAILING HOURLY WAGE RATES

**NO TEXT ON THIS PAGE**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Schedule Year 2017 through 2018

Loretta Dionisio, Hydrogeologist II  
1194 Prospect Avenue  
Westbury NY 11590

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](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

[www.labor.state.ny.us](http://www.labor.state.ny.us)

PW 200

PWAsk@labor.state.ny.us

Nassau County DPW

143 of 346

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage



## 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 from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

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

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

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least 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, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Schedule Year 2017 through 2018

Loretta Dionisio, Hydrogeologist II  
1194 Prospect Avenue  
Westbury NY 11590

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: _____<br>_____                       |  |            |
| City: _____                                   | State: _____                                       | Zip: _____ |
| Amount of Contract: \$ _____                  | Contract Type:                                     |            |
| Approximate Starting Date: ____/____/____     | <input type="checkbox"/> (01) General Construction |            |
| Approximate Completion Date: ____/____/____   | <input type="checkbox"/> (02) Heating/Ventilation  |            |
|   | <input type="checkbox"/> (03) Electrical           |            |
|   | <input type="checkbox"/> (04) Plumbing             |            |
|   | <input type="checkbox"/> (05) Other : _____        |            |

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



# IMPORTANT NOTICE

## FOR CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

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

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

## Budget Policy & Reporting Manual

# B-610

### Public Work Enforcement Fund

*effective date December 7, 2005*

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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](http://www.labor.ny.gov).

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



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

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

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job AND
  - You perform work that is not part of the usual work done by the business that hired you AND
  - You have an independently established business
- Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

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

**Employee rights.** If you are an employee:

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

**Independent Contractors:** If you are an independent contractor:

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

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

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

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

**Employer Name:**

IA 999 (09/10)

# WORKER NOTIFICATION

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

*Effective February 24, 2008*

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

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

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

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

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

|               |                |              |                |
|---------------|----------------|--------------|----------------|
| Albany        | (518) 457-2744 | Patchogue    | (631) 687-4882 |
| Binghamton    | (607) 721-8005 | Rochester    | (585) 258-4505 |
| Buffalo       | (716) 847-7159 | Syracuse     | (315) 428-4056 |
| Garden City   | (516) 228-3915 | Utica        | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh      | (845) 568-5156 |              |                |

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



# **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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

**Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://o.php.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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

**Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

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

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or 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 HSRoof)
- 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 PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg. 12 – Rm. 130, Albany, NY 12240 -OR-
- x Fax the completed PW30.1 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                | 33. Oneida County                   |
| 2. Allegany County              | 34. Onondaga County                 |
| 3. Bronx County                 | 35. Ontario County                  |
| 4. Broome County                | 36. Orange County                   |
| 5. Cattaraugus County           | 37. Orleans County                  |
| 6. Cayuga County                | 38. Oswego County                   |
| 7. Chautauqua County            | 39. Otsego County                   |
| 8. Chemung County               | 40. Putnam County                   |
| 9. Chenango County              | 41. Queens County                   |
| 10. Clinton County              | 42. Rensselaer County               |
| 11. Columbia County             | 43. Richmond County (Staten Island) |
| 12. Cortland County             | 44. Rockland County                 |
| 13. Delaware County             | 45. Saint Lawrence County           |
| 14. Dutchess County             | 46. Saratoga County                 |
| 15. Erie County                 | 47. Schenectady County              |
| 16. Essex County                | 48. Schoharie County                |
| 17. Franklin County             | 49. Schuyler County                 |
| 18. Fulton County               | 50. Seneca County                   |
| 19. Genesee County              | 51. Steuben County                  |
| 20. Greene County               | 52. Suffolk County                  |
| 21. Hamilton County             | 53. Sullivan County                 |
| 22. Herkimer County             | 54. Tioga County                    |
| 23. Jefferson County            | 55. Tompkins County                 |
| 24. Kings County (Brooklyn)     | 56. Ulster County                   |
| 25. Lewis County                | 57. Warren County                   |
| 26. Livingston County           | 58. Washington County               |
| 27. Madison County              | 59. Wayne County                    |
| 28. Monroe County               | 60. Westchester County              |
| 29. Montgomery County           | 61. Wyoming County                  |
| 30. Nassau County               | 62. Yates County                    |
| 31. New York County (Manhattan) |                                     |
| 32. Niagara County              |                                     |

# Job Classification Checklist

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

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

| Job Classification                   | Tag #       | Entire Counties   | Partial Counties     | Check Box |
|--------------------------------------|-------------|---|----------------------|-----------|
| Carpenter – Building                 | 276B-All    | 7   | 2, 5                 |           |
| 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-Clf    | 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, 38   | 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-lth-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-<br>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](http://www.labor.state.ny.us)) for current wage rate information.

#### Apprentice Training Ratios

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

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

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

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

|  |         |
|--|---------|
| Electrical (Outside) 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            |
| <del>Bureau of Public Work - Buffalo</del> | <del>716-847-7159</del> | <del>716-847-7650</del> |
| 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

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Asbestos Worker \$ 44.00  
Removal & Abatement Only\*

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Asbestos Worker \$ 8.70  
Removal & Abatement Only

**OVERTIME PAY**

See (B, B2, \*E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

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

**SUPPLEMENTAL BENEFIT**

Per Hour:

Apprentice \$ 8.70  
Removal & Abatement

4-12a - Removal Only

**Boilermaker**

05/01/2018

**JOB DESCRIPTION** Boilermaker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017 01/01/2018

|                       |          |          |
|-----------------------|----------|----------|
| Boilermaker           | \$ 55.23 | \$ 57.17 |
| 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     | Wage Paid     |
|                      | + \$ 25.27    | + \$ 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 percentage 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<br>32% of Hourly<br>Wage Paid Plus<br>Amount Below | 01/01/2018<br>32% of Hourly<br>Wage Paid Plus<br>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

Carpenter/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:  
Nassau County DPW

\$ 32.30

8-1556 Tm

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, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

|                           |            |            |
|---------------------------|------------|------------|
| Per hour:                 | 07/01/2017 | 10/17/2017 |
| Core Drilling:<br>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-Core Driller

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 Creek and 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 &<br>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 GOVERNMENTAL 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:

|                    |          |          |          |          |
|--------------------|----------|----------|----------|----------|
| Concrete Carpenter | 1st      | 2nd      | 3rd      | 4th      |
| Apprentices        | \$ 16.86 | \$ 23.16 | \$ 29.61 | \$ 37.07 |

Supplemental benefits per hour:

|                     |          |          |          |          |
|---------------------|----------|----------|----------|----------|
| Concrete Carpenter: |          |          |          |          |
| Apprentices         | 1st      | 2nd      | 3rd      | 4th      |
|                     | \$ 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<br>Integrated Tele-Data<br>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<br>Electrician | 16% of<br>Hourly Wage<br>Paid + \$18.02 | 16% of<br>Hourly Wage<br>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

#### Electrician 05/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES  
Nassau, Suffolk

WAGES

Per Hour:

07/01/2017

03/30/2018

Electrician

\$ 42.70

\$ 43.20

Electrical Maintenance

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 add-ons.

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, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage  
of Journeyman(s) Wage:

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

Supplemental Benefits:

Apprentices Hired  
Prior to 04/26/2014

Apprentices Hired  
After 04/26/2014

|     | 07/01/2017-<br>06/30/2018 |
|-----|---------------------------|
| 1st | 12% + \$9.90              |
| 2nd | 12% + \$10.79             |
| 3rd | 12% + \$11.70             |
| 4th | 12% + \$12.59             |
| 5th | 12% + \$13.48             |
| 6th | 12% + \$13.66             |

|     | 07/01/2016-<br>06/30/2018 |
|-----|---------------------------|
| 3rd | 3% + \$3.66               |
| 4th | 8% + \$4.20               |
| 5th | 9% + \$5.24               |
| 6th | 10% + \$ 7.00             |
|     | 11% + \$10.95             |
|     | 12% + \$14.05             |

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

05/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES  
Nassau, Suffolk

WAGES

Per Hour:

07/01/2017

04/30/2018

Electrician

Nassau County DPW

181 of 346  
Page 39

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage

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<br>(all categories) | 16% of Hourly<br>Wage Paid + \$24.96 | 16% of Hourly<br>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 Percentage of Journeyman(s) Wage:

|     |                   |     |     |     |     |
|-----|-------------------|-----|-----|-----|-----|
| 1st | 2nd               | 3rd | 4th | 5th | 6th |
|     | Nassau County DPW |     |     |     |     |

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  
ENTIRE COUNTIES  
Nassau, Suffolk

DISTRICT 4

WAGES

Per Hour: 07/01/2017

|   |          |
|---|----------|
| Tree Trimmer/Remover<br>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<br>Line Clearance Specialist<br>and Groundman | 19.75% of Hourly<br>Wage Paid +<br>\$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  
ENTIRE COUNTIES  
Nassau, Queens, Suffolk

DISTRICT 4

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      |

Nassau County DPW

|           |       |       |
|-----------|-------|-------|
| 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<br>Wage Paid +<br>\$ 11.93 | 32% of Hourly<br>Wage Paid +<br>\$ 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<br>Wage Paid +<br>\$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<br>Wage Paid +<br>\$11.93 | 31% of Hourly<br>Wage Paid +<br>\$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 |
| Nassau County DPW    |          |          |

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 \$ 33.56  
Heat & Frost

**OVERTIME PAY**  
See (A, D, O, V) on OVERTIME PAGE

**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages: Nassau County DPW

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

Ironworker

05/01/2018

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 BENEFITS

Per Hour:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------|----------|----------|----------|
| \$ 11.34 | \$ 13.34 | \$ 17.30 | \$ 18.30 |

4-46Reinf

Ironworker

05/01/2018

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

Nassau County DPW

### 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

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

07/01/2018

Ironworker:

Structural

\$ 50.05

Additional

\$1.72/Hr.

Additional

\$1.83/Hr.

Bridges

to be allocated

to be allocated

Machinery

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

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour:

07/01/2017

Building Laborer

\$ 39.40

Asbestos Abatement Workers

36.00

(Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer

\$ 29.56

Asbestos Abatement Worker

16.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Nassau County DPW

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    |

Benefits 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

\$ 48.37

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 difference 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:  $\$38.35 \times \text{Time and One Half} = \$57.53 + \$6.13 = \$63.66$

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "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

Nassau County DPW

180 of 346  
Page 48

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage

**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

Nassau County DPW

191 of 346  
Page 496

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage

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 | \$49.82 | \$55.68 |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

Supplemental Benefits per hour paid at the following term:

|            | 1st<br>07/01/2017 | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th             |
|------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|------------------|
|            | \$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<br>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 term 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

**Mason - Building**

05/01/2018

Nassau County DPW

Page 31 of 346

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage

JOB DESCRIPTION Mason - Building

DISTRICT 9

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     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|
|       | 1-      | 751-    | 1501-   | 2251-   | 3001-   | 3751-   | 4501-   | 5251    |
|       | 750     | 1500    | 2250    | 3000    | 3750    | 4500    | 5250    | 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

### Mason - Heavy&Highway

05/01/2018

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

#### 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

### Operating Engineer - Building

05/01/2018

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

#### 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 10yds 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.

Nassau County DPW

196 of 346  
Page 34

Contract No. S82001-05G

Requirements-Reconstruction & Dewatering-Drainage

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<br>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 " "

|                                     |          |                          |
|-------------------------------------|----------|--------------------------|
| Class "A"                           | \$ 61.03 | Additional<br>\$ 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

Operating Engineer - Building / Heavy&Highway

05/01/2018

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 \$ 10% of straight  
& Helper 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

Operating Engineer - Heavy&Highway

05/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway  
Nassau County DPW

DISTRICT 4

188 of 346  
Page 56

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), Conveter-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 (caterpillar or wheel),Welding Machine (Pile work & Structural Steel), Deckhand on Work Boat, Inspection/Safety Boat.

|  | 07/01/2017 | 06/01/2018            |
|--|------------|-----------------------|
| Class "AA"   | \$ 72.86   | Additional<br>\$3.03  |
| Cranes: Boom Length over 100 feet add \$ 1.00 per hour |            |                       |
| " " " 150 " " \$ 1.50 " "                              |            |                       |
| " " " 250 " " \$ 2.00 " "                              |            |                       |
| " " " 350 " " \$ 3.00 " "                              |            |                       |
| Class "A"  | \$ 64.40*  | Additional<br>\$ 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  
ENTIRE COUNTIES

DISTRICT 4

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, | \$ 37.25   | \$ 38.18   |
| Lead Dredgeman      |            |            |

|                     |  |
|---------------------|--|
| CLASS A1            | To conform to Operating Engineer       |
| Dozer, Front Loader | Prevailing Wage in locality where work |
| Operator            | is being performed including benefits. |

|                             |          |         |
|-----------------------------|----------|---------|
| CLASS B                     |          |         |
| Barge Operator              | \$ 32.21 | \$33.02 |
| Spider/Spill                |          |         |
| Tug Operator(over1000hp),   |          |         |
| OperatorII, Fill Placer,    |          |         |
| Derrick Operator, Engineer, |          |         |
| Chief Mate, Electrician,    |          |         |
| Chief Welder,               |          |         |
| Maintenance Engineer        |          |         |

|                         |          |          |
|-------------------------|----------|----------|
| Certified Welder,       | \$ 30.33 | \$ 31.09 |
| Boat Operator(licensed) |          |          |

|                            |          |          |
|----------------------------|----------|----------|
| CLASS C                    |          |          |
| Drag Barge Operator,       | \$ 29.50 | \$ 30.24 |
| Steward, Mate,             |          |          |
| Assistant Fill Placer,     |          |          |
| Welder (please add)\$ 0.06 |          |          |

|               |          |          |
|---------------|----------|----------|
| Boat Operator | \$ 28.54 | \$ 29.26 |
|---------------|----------|----------|

|                         |          |          |
|-------------------------|----------|----------|
| CLASS D                 |          |          |
| Shoreman, Deckhand,     | \$ 23.71 | \$ 24.30 |
| Rodman, Scowman, Cook,  |          |          |
| Messman, Porter/Janitor |          |          |

Oiler(please add)\$ 0.09

## SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |                      |                      |
|-------------------|----------------------|----------------------|
| All Classes A & B | 07/01/2017           | 10-01-2017           |
|                   | \$10.75 plus 8%      | \$11.23 plus 8%      |
|                   | of straight time     | of straight time     |
|                   | wage, Overtime hours | wage, Overtime hours |
|                   | add \$ 0.63          | add \$ 0.63          |

|             |                      |                      |
|-------------|----------------------|----------------------|
| All Class C | \$10.45 plus 8%      | \$10.93 plus 8%      |
|             | of straight time     | of straight time     |
|             | wage, Overtime hours | wage, Overtime hours |
|             | add \$ 0.48          | add \$ 0.48          |

|             |                  |                  |
|-------------|------------------|------------------|
| All Class D | \$10.15 plus 8%  | \$10.63 plus 8%  |
|             | of straight time | 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 Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2017  
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, Polyethylene Pipe or  
Pull and Inflate Liner Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

Nassau County DPW

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" category, not paperhanger journeyman.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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 |

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

|          |          |
|----------|----------|
| 1st year | \$ 11.73 |
| 2nd year | \$ 14.42 |
| 3rd year | \$ 16.70 |
| 4th year | \$ 21.20 |

8-NYDCT9-DWT

Painter

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 going east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

#### WAGES

Per hour: 07/01/2017  
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:

Nassau County DPW

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:

Painter (Striping-Highway): 07/01/2017

|                            |          |
|----------------------------|----------|
| Striping-Machine Operator* | \$ 27.11 |
| Lineman Thermoplastic      | \$ 32.37 |

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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: 07/01/2017  
Journeyworker:

|                           |          |
|---------------------------|----------|
| Striping-Machine operator | \$ 14.18 |
| Lineman Thermoplastic     | \$ 14.55 |

OVERTIME PAY

See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher

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      |

Supplemental 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/<br>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 Benefits Per Hour:

|          |         |         |
|----------|---------|---------|
| 1st Term | \$13.31 | \$15.06 |
| 2nd Term | \$13.95 | \$15.70 |

Nassau County DPW

207 of 346  
Page 65

Contract No. S82001-05G  
Requirements-Reconstruction & Dewatering-Drainage

|          |         |         |
|----------|---------|---------|
| 3rd Term | \$14.77 | \$16.52 |
| 4th Term | \$15.15 | \$17.40 |
| 5th Term | \$18.38 | \$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

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**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 Maintenance

**Roofer**

05/01/2018

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES  
Nassau, Suffolk

**WAGES**

Per Hour

07/01/2017

05/01/2018

ROOFER/Waterproofeer

Total Wage  
to be Paid

\$ 44.00

\$1.50 Per Hour  
to be allocated

"Base" Wage

40.00\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofeer

\$ 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**

Nassau County DPW

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

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2017

Sheetmetal Worker  
\$ 53.22

Temporary Operation or  
Maintenance 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       | 42.59    |

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

**JOB DESCRIPTION** Steamfitter

**DISTRICT** 4

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk  
Nassau County DPW

**WAGES**

Per Hour: 07/01/2017

AC Service/Heat Service \$ 39.50  
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation up to 5hp (combined).  
Air Condition / Heating Compressor installation up to 10hp (combined).

**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 12.75  
Steamfitter Maintenance

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

**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 \$ 61.81  
Fitter

Temporary \$ 46.99  
Heat & AC

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Steam/Sprinkler \$ 49.18  
Fitter

Temporary \$ 40.23  
Heat & AC

**OVERTIME PAY**

See (C, \*D, O, V) on OVERTIME PAGE

(\*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinklet contracts that do not exceed \$1,500,000.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1 year Terms at the Following:

**WAGES** per hour:

| 1st Term | 2nd Term | 3rd Term | 4th Term | 5th Term |
|----------|----------|----------|----------|----------|
| \$ 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

\$ 11.55

OVERTIME PAY

See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&\*U) Apply to Heavy Construction.

Note: (B2,I,T&\*U) Apply to Light Construction.

Note: (\*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: (\*16) Paid at Double if Worked; (\*\*25) Paid at Double if Worked.

4-282

**Teamster - Building**

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

Nassau County DPW

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:

Heavy Construction Work 07/01/2017  
Concrete Delivery \$ 40.665

Light Construction Work 07/01/2017  
Concrete Delivery \$ 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, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

07/01/2017  
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 GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T & \*U) Apply to Heavy Construction.

Note: (B2,I,T & \*U) Apply to Light Construction.

Note: (\*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: (\*16) Paid at Double If Worked. (\*\*25) Paid at Double If Worked.

4-282

Welder

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.<br>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>



**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

| AGENCY | Fiscal Officer | 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<br>BROOKLYN NY 11214                                | 01/08/2015           | 01/08/2020         |
| DOL    | NYC            |          | ABDUL KARIM                             |                                  | C/O NORTH AMERICAN IRON<br>W<br>1560 DECATUR<br>STREET RIDGEWOOD NY<br>11385 | 05/15/2015           | 05/15/2020         |
| DOL    | DOL            | ****8488 | ABELCRAFT OF NEW YORK CORP              |                                  | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                       | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****4539 | ACCOMPLISHED WALL SYSTEMS INC           |                                  | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                       | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****8018 | ACCURATE MECHANICAL LLC                 |                                  | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                               | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            |          | ACCURATE MECHANICAL OF PHILADELPHIA LLC |                                  | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                               | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****3344 | ACT INC                                 |                                  | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                              | 11/10/2015           | 11/10/2020         |
| DOL    | NYC            |          | ADRIANA SELA                            | C/O COLONIAL ROOFING COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220   | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****1687 | ADVANCED SAFETY SPRINKLER INC           |                                  | 261 MILL ROAD<br>P.O. BOX 296 EAST AURORA<br>NY 14052                        | 07/29/2015           | 07/29/2020         |
| DOL    | NYC            | ****6775 | ADVENTURE MASONRY CORP.                 |                                  | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                               | 12/13/2017           | 12/13/2022         |
| DOL    | DOL            |          | AJ TORCHIA                              |                                  | 10153 ROBERTS RD<br>SAUQUOIT NY 13456  | 08/09/2016           | 08/09/2021         |
| DOL    | DOL            | ****3344 | ALL CATASTROPHE CONSTRUCTION TEAM INC   | ACT INC                          | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                              | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            | ****8740 | ALLSTATE ENVIRONMENTAL CORP             |                                  | C/O JOSE MONTAS<br>27 BUTLER PLACE YONKERS<br>NY 10710                       | 03/18/2011           | 03/19/2020         |
| DOL    | DOL            |          | AMADEO J TORCHIA                        | TORCHIA'S HOME IMPROVEMENT       | 10153 ROBERTS RD<br>SAUQUOIT NY 13456  | 08/09/2016           | 08/09/2021         |
| DOL    | NYC            |          | ANISUL ISLAM                            |                                  | C/O RELIANCE GENERAL<br>CONS<br>644 OCEAN<br>PARKWAY BROOKLYN NY<br>11230    | 09/02/2015           | 09/02/2020         |
| DOL    | DOL            | ****7004 | ANNEX CONTRACTING LTD                   |                                  | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                       | 08/18/2014           | 08/18/2019         |
| DOL    | DOL            | ****7004 | ANNEX GENERAL CONTRACTING INC           |                                  | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                       | 08/18/2014           | 08/18/2019         |
| DOL    | DA             |          | ANTHONY CARDINALE                       |                                  | 58-48 59TH STREET<br>MASPETH NY 11378  | 05/16/2012           | 05/08/2020         |
| DOL    | DOL            |          | ANTHONY J MINGARELLI JR                 |                                  | C/O T & T CONCRETE INC<br>2560 HAMBURG<br>TURNPIKE LACKAWANNA NY<br>14218    | 07/08/2015           | 07/08/2020         |
| DOL    | DOL            |          | ANTHONY PERGOLA                         |                                  | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10323                                | 01/23/2017           | 01/23/2022         |
| DOL    | DOL            | ****3020 | APCO CONTRACTING CORP                   |                                  | 24 SOUTH MARYLAND<br>AVENUE<br>PORT WASHINGTON NY<br>11050                   | 09/24/2012           | 09/02/2020         |
| DOL    | DOL            | ****3219 | APOLLO CONSTRUCTION SERVICES CORP       | APOLLO PAINTING CO               | 157 TIBBETTS ROAD<br>YONKERS NY 10705  | 03/12/2014           | 03/12/2019         |
| DOL    | DOL            |          | APOLLO PAINTING CO                      |                                  | 157 TIBBETTS ROAD<br>YONKERS NY 10705  | 03/12/2014           | 03/12/2019         |
| DOL    | DOL            | ****3295 | APOLLO PAINTING CORP                    |                                  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                                   | 03/12/2014           | 03/12/2019         |
| DOL    | AG             | ****0194 | APPLIED CONSTRUCTION INC                |                                  | 46 RUGBY ROAD<br>WESTBURY NY 11590   | 11/20/2013           | 11/20/2018         |
| DOL    | NYC            | ****8403 | AQUA JET PAINTING CORP                  |                                  | 10 VIKING DRIVE<br>WEST ISLIP NY 11795                                       | 04/16/2014           | 04/16/2019         |
| DOL    | NYC            | ****9232 | ARKAY CONSTRUCTION INC                  |                                  | 102-104 GREYLOCK AVENUE<br>BELLEVILLE NJ 07109                               | 07/15/2015           | 07/15/2020         |
| DOL    | DOL            | ****3953 | ASCAPE LANDSCAPE & CONSTRUCTION CORP    |                                  | 634 ROUTE 303<br>BLAUVELT NY 10913   | 07/26/2012           | 11/19/2018         |
| DOL    | NYC            | ****4779 | ASTORIA GENERAL CONTRACTING CORP        |                                  | 35-34 31ST STREET<br>LONG ISLAND CITY NY 11106                               | 09/02/2015           | 09/02/2020         |
| DOL    | NYC            | ****7217 | ASTRO COMMUNICATIONS OF NY CORP         |                                  | 19 ALEXANDER AVE. STE 36A<br>BRONX NY 10454                                  | 10/30/2015           | 10/30/2020         |

Nassau County DPW

223 of 346

Requirements: Reconstruction & Dewatering/Drainage  
Contract No. 582001-053

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |                   |           |  |            |  |            |            |
|-----|-------------------|-----------|--|------------|--|------------|------------|
| DOL | NYC               | *****6683 | ATLAS RESTORATION CORP.                |            | 35-12 19TH AVENUE<br>ASTORIA NY 11105  | 08/02/2017 | 08/02/2022 |
| DOL | NYC               |           | AUDLEY O'BRIEN                         |            | 1273 NORTH AVENUE/#1 CP<br>NEW ROCHELLE NY 10804   | 04/07/2015 | 04/07/2020 |
| DOL | DOL               |           | AVIS R HILL                            |            | 3510 HICKORY WALK LANE<br>ELLENWOOD GA 32094   | 01/22/2015 | 01/22/2020 |
| DOL | AG                |           | AVTAR SINGH                            |            | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420  | 12/22/2015 | 12/22/2020 |
| DOL | AG                |           | BALDEV SINGH                           |            | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420  | 12/22/2015 | 12/22/2020 |
| DOL | DOL               |           | BARBARA CASSIDY                        |            | 7 BLENIS PLACE<br>VALHALLA NY 10595  | 04/02/2015 | 04/02/2020 |
| DOL | DOL               |           | BARRY KINNEY                           |            | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638  | 11/10/2015 | 11/10/2020 |
| DOL | NYC               | *****3915 | BEACON RESTORATION INC                 |            | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTHBRONX NY 10462                                       | 04/21/2016 | 04/21/2021 |
| DOL | DOL               |           | BEVERLY F WILLIAMS                     |            | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225   | 11/18/2013 | 11/18/2018 |
| DOL | DOL               | *****4512 | BOB BRUNO EXCAVATING,<br>INC.          |            | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021   | 11/15/2016 | 11/15/2021 |
| DOL | DOL               | *****4512 | BOB BRUNO EXCAVATING,<br>INC.          |            | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021   | 11/15/2016 | 11/15/2021 |
| DOL | DOL               | *****8551 | BRANDY'S MASONRY                       |            | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840  | 08/09/2016 | 08/09/2021 |
| DOL | NYC               | *****6555 | BROOKLYN WELDING CORP                  |            | 1273 NORTH AVENUE/#1 CP<br>NEW ROCHELLE NY 10804   | 04/07/2015 | 04/07/2020 |
| DOL | DOL               | *****1449 | BRRESTORATION NY INC                   |            | 140 ARCADIA AVENUE<br>OSWEGO NY 13126  | 09/12/2016 | 09/12/2021 |
| DOL | DOL               |           | BRUCE MORSEY                           |            | C/O KENT HOLLOW SIDING LL<br>29A BRIDGE STREETNEW<br>MILFORD CT 06776                        | 01/15/2016 | 01/15/2021 |
| DOL | DOL               | *****6156 | C & J LANDSCAPING &<br>MAINTENANCE INC |            | 520 PINE HILL ROAD<br>CHESTER NY 10940   | 06/23/2014 | 06/23/2019 |
| DOL | DOL               | *****8809 | C.B.E. CONTRACTING<br>CORPORATION      |            | 310 MCGUINESS BLVD<br>GREENPOINT NY 11222  | 03/07/2017 | 03/07/2022 |
| DOL | DOL               |           | CARIBBEAN POOLS                        |            | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVEBINGHAMTON NY 13904                            | 02/04/2016 | 02/04/2021 |
| DOL | NYC               | *****9172 | CASSIDY EXCAVATING INC                 |            | 14 RAILROAD AVENUE<br>VALHALLA NY 10595  | 05/15/2014 | 04/02/2020 |
| DOL | DOL               | *****6745 | CATSKILL FENCE<br>INSTALLATIONS INC    |            | 5445 ROUTE 32<br>CATSKILL NY 12414   | 08/22/2014 | 08/22/2019 |
| DOL | DOL               | *****8530 | CAZ CONTRACTING CORP                   |            | 37-11 35TH AVENUE<br>LONG ISLAND CITY NY 11101   | 08/26/2013 | 08/26/2018 |
| DOL | DOL               | *****8809 | CBE CONTRACTING CORP                   |            | 142 EAST MARKET STREET<br>LONG BEACH NY 11561  | 03/07/2017 | 03/07/2022 |
| DOL | AG                |           | CESAR J. AGUDELO                       |            | 81-06 34TH AVENUE<br>APT. 6EJACKSON HEIGHTS NY<br>11372                                      | 02/07/2018 | 02/07/2023 |
| DOL | DOL               | *****7655 | CHAMPION CONSTRUCTION<br>SERVICES CORP |            | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234   | 11/18/2015 | 11/18/2020 |
| DOL | NYC               |           | CHARLES CASSIDY JR                     |            | 14 RAILROAD AVENUE<br>VALHALLA NY 10595  | 05/15/2014 | 04/02/2020 |
| DOL | DOL               |           | CHARLES ZIMMER JR                      |            | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840  | 08/09/2016 | 08/09/2021 |
| DOL | DOL               |           | CHRISTINE J HEARNE                     |            | C/O CJ-HEARNE<br>CONSTRUCTIO<br>131 PONCE DE LEON AVE<br>NEATLANTA GA 30308                  | 12/01/2015 | 12/01/2020 |
| DOL | DOL               | *****3360 | CITY LIMITS GROUP INC                  |            | 2279 HOLLERS AVENUE<br>BRONX NY 10475  | 01/07/2014 | 06/23/2019 |
| DOL | DOL               | *****0671 | CJ-HEARNE CONSTRUCTION<br>CO           |            | SUITE 204<br>131 PONCE DE LEON<br>AVENUEATLANTA GA 30308                                     | 12/01/2015 | 12/01/2020 |
| DOL | NYC               | *****2905 | COLONIAL ROOFING<br>COMPANY INC        |            | 247 48TH STREET<br>BROOKLYN NY 11220   | 02/05/2014 | 02/05/2019 |
| DOL | NYC               | *****3182 | COLORTECH INC                          |            | 5990 58TH AVENUE<br>MASPETH NY 11378   | 11/18/2013 | 11/18/2018 |
| DOL | DOL               | *****2703 | CONKLIN'S TECH-<br>MECHANICAL INC      |            | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601   | 03/25/2014 | 03/25/2019 |
| DOL | Nassau County DPW |           | CONSTANTINOS ZERVAS                    | 224 of 346 | 37-11 35TH AVENUE<br>Contract No. S82901-05<br>Reqs. for Construction of Dewatering-Drainage | 08/26/2014 | 05/26/2018 |
| DOL | NYC               | *****4468 | CRAFT CONTRACTING<br>GROUP INC         |            | 3256 BRUNER AVENUE<br>BRONX NY 10469   | 07/29/2014 | 07/29/2019 |

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |                   |           |   |                              |   |            |            |
|-----|-------------------|-----------|---|------------------------------|---|------------|------------|
| DOL | NYC               | *****8507 | CRAFT FENCE INC                                     |                              | 3256 BRUNER AVENUE<br>BRONX NY 10469  | 07/29/2014 | 07/29/2019 |
| DOL | NYC               | *****2164 | CREATIVE TRUCKING INC                               |                              | 58-83 54TH STREET<br>MASPETH NY 11378   | 02/26/2016 | 02/26/2021 |
| DOL | DOL               | *****7761 | D L MALARKEY<br>CONSTRUCTION                        |                              | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904  | 02/04/2016 | 02/04/2021 |
| DOL | DOL               | *****7888 | D L MALARKEY<br>CONSTRUCTION INC                    |                              | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904  | 02/04/2016 | 02/04/2021 |
| DOL | DOL               | *****5629 | DAKA PLUMBING AND<br>HEATING LLC                    |                              | 2561 ROUTE 55<br>POUGHQUAG NY 12570   | 02/19/2016 | 02/19/2021 |
| DOL | DOL               |           | DANICA IVANOSKI                                     |                              | 61 WILLETT ST.<br>PASSAIC NJ 07503  | 10/26/2016 | 10/26/2021 |
| DOL | DOL               |           | DARYL T RIEKS                                       |                              | C/O RIEKS CONTRACTING LLC<br>4804 GAHWLER<br>ROAD AUBURN NY 13021                       | 05/01/2015 | 05/01/2020 |
| DOL | NYC               | *****7707 | DASSLE CONTRACTING INC                              |                              | 213-37 39TH AVE/SUITE 120<br>BAYSIDE NY 11360   | 05/08/2015 | 05/08/2020 |
| DOL | DOL               |           | DAVID MARTINEZ                                      |                              | C/O EMPIRE TILE INC<br>6 TREMONT<br>COURTHUNTINGTON STATION<br>NY 11746                 | 03/08/2016 | 03/08/2021 |
| DOL | NYC               |           | DAWN AVILA AKA DAWN<br>BECHTOLD                     |                              | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAY FLORAL PARK NY<br>11001           | 06/24/2014 | 06/24/2019 |
| DOL | NYC               |           | DAWN BECHTOLD AKA DAWN<br>AVILA                     |                              | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAY FLORAL PARK NY<br>11001           | 06/24/2014 | 06/24/2019 |
| DOL | DOL               |           | DEAN ROBBINS III                                    |                              | 212 OXFORD WAY<br>SCHENECTADY NY 12309  | 12/11/2012 | 09/16/2018 |
| DOL | DOL               |           | DEBBIE STURDEVANT                                   |                              | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901   | 02/21/2017 | 02/21/2022 |
| DOL | NYC               | *****3865 | DECOMA BUILDING<br>CORPORATION                      |                              | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018  | 12/30/2013 | 12/30/2018 |
| DOL | DOL               |           | DEDA GAZIVODAN                                      |                              | C/O DAKA PLUMBING AND H<br>2561 ROUTE 55POUGHQUAG<br>NY 12570                           | 02/19/2016 | 02/19/2021 |
| DOL | DOL               | *****1446 | DELTA CONTRACTING<br>PAINTING AND DECORATING<br>INC |                              | 437 SUNRISE HIGHWAY<br>WEST BABYLON NY 11707  | 08/12/2013 | 08/12/2018 |
| DOL | DOL               | *****3538 | DELTA CONTRACTING<br>PAINTING AND DESIGN INC        |                              | 75 MCCULLOCH DRIVE<br>DIX HILLS NY 11746  | 10/19/2010 | 08/12/2018 |
| DOL | DOL               |           | DENNIS SCHWANDTNER                                  |                              | C/O YES SERVICE AND REPAI<br>145 LODGE AVE HUNTINGTON<br>STATION NY 11476               | 08/09/2016 | 08/09/2021 |
| DOL | DOL               | *****9868 | DESANTIS ENTERPRISES                                |                              | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135   | 09/24/2013 | 11/18/2018 |
| DOL | DOL               |           | DF CONTRACTORS OF<br>ROCHESTER, INC.                |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522  | 05/16/2017 | 05/16/2022 |
| DOL | DOL               |           | DF CONTRACTORS, INC.                                |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522  | 05/16/2017 | 05/16/2022 |
| DOL | DOL               | *****9252 | DI BERNARDO TILE AND<br>MARBLE CO INC               |                              | 15 WALKER WAY<br>ALBANY NY 12205  | 03/21/2014 | 03/21/2019 |
| DOL | NYC               |           | DIMITRIOS KOUTSOUKOS                                |                              | C/O ASTORIA GENERAL<br>CONTR<br>35-34 31ST STREET LONG<br>ISLAND CITY NY 11106          | 09/02/2015 | 09/02/2020 |
| DOL | NYC               |           | DIMITRIOS TSOUMAS                                   |                              | 35-12 19TH AVENUE<br>ASTORIA NY 11105   | 08/02/2017 | 08/02/2022 |
| DOL | DOL               | *****3242 | DONALD R. FORSAY                                    | DF LAWN<br>SERVICE           | 1835 DAANSEN RD.<br>PALMYRA NY 14522  | 05/16/2017 | 05/16/2022 |
| DOL | DOL               |           | DONALD R. FORSAY                                    |                              | 1835 DAANSEN RD.<br>PALMYRA NY 14522  | 05/16/2017 | 05/16/2022 |
| DOL | DOL               |           | DORIS SKODA   |                              | C/O APCO CONTRACTING<br>CORP<br>24 SOUTH MARYLAND<br>AVENUE PORT WASHINGTON<br>NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | NYC               | *****7404 | DOSANJH CONSTRUCTION<br>CORP                        |                              | 9439 212TH STREET<br>QUEENS VILLAGE NY 11428  | 02/25/2016 | 02/25/2021 |
| DOL | DOL               |           | DOUGLAS L MALARKEY                                  | MALARKEY<br>CONSTRUCTI<br>ON | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904  | 02/04/2016 | 02/04/2021 |
| DOL | Nassau County DPW | *****6982 | DUFOUR GROUP INC                                    | 225 of 348 DUFOUR<br>MASONRY | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019   | 06/10/2014 | 06/10/2019 |
| DOL | DOL               |           | DUFOUR MASONRY                                      |                              | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019   | 06/10/2014 | 06/10/2019 |

Contract No. 382001-053  
Requiring Construction & Dewatering/Drainage

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |                   |           |                                      |   |   |            |            |
|-----|-------------------|-----------|--------------------------------------|---|---|------------|------------|
| DOL | DOL               | *****5840 | DYNA CONTRACTING INC                 |   | 363 88TH STREET<br>BROOKLYN NY 11209  | 11/18/2013 | 11/18/2018 |
| DOL | DOL               |           | E C WEBB                             |   | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                             | 11/10/2015 | 11/10/2020 |
| DOL | DOL               |           | EARL GALBREATH                       |   | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                      | 08/27/2013 | 08/27/2018 |
| DOL | DOL               |           | EARL L WILSON                        | WILSON<br>BROTHER<br>DRYWALL<br>CONTRACTOR<br>S | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                    | 08/31/2015 | 08/31/2020 |
| DOL | DOL               | *****1496 | EAST COAST DRYWALL INC               |   | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225                                  | 11/18/2013 | 11/18/2018 |
| DOL | NYC               |           | EDWARD MENKEN                        |   | C/O AQUA JET PAINTING<br>10 VIKING DRIVEWEST ISLIP<br>NY 11795              | 04/16/2014 | 04/16/2019 |
| DOL | NYC               | *****0900 | EF PRO CONTRACTING INC               |   | 147 BROOME AVENUE<br>ATLANTIC BEACH NY 11509                                | 03/03/2014 | 03/03/2019 |
| DOL | NYC               |           | EFSTRATIOS BERNARDIS                 |   | 23-73 48TH STREET<br>LONG ISLAND CITY NY 11103                              | 04/24/2014 | 04/24/2019 |
| DOL | DOL               |           | ELIZABETH RAMADANI                   |   | C/O RAMADA CONSTRUCTION<br>80 SAVO LOOPSTATEN<br>ISLAND NY 10309            | 01/07/2014 | 01/07/2019 |
| DOL | DOL               |           | ELLEN DESANTIS                       | DESANTIS<br>ENTERPRISES                         | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                   | 09/24/2013 | 11/18/2018 |
| DOL | DOL               | *****0780 | EMES HEATING & PLUMBING<br>CONTR     |   | 5 EMES LANE<br>MONSEY NY 10952  | 01/20/2002 | 01/20/3002 |
| DOL | AG                |           | EMILIO FRANZA                        |   | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                       | 01/23/2014 | 01/23/2019 |
| DOL | DOL               |           | EMPIRE CONCRETE<br>SERVICES LLC      |   | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                             | 11/18/2013 | 01/07/2019 |
| DOL | DOL               | *****0511 | EMPIRE CONCRETE SYSTEMS<br>LLC       |   | 101 SULLYS TRAIL/ SUITE 2<br>PITTSFORD NY 14534                             | 11/18/2013 | 01/07/2019 |
| DOL | DOL               | *****2353 | EMPIRE CONSTRUCTORS LLC              |   | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                             | 11/18/2013 | 01/07/2019 |
| DOL | DOL               |           | EMPIRE PRECAST LLC                   |   | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                             | 11/18/2013 | 01/07/2019 |
| DOL | DOL               | *****3270 | EMPIRE TILE INC                      |   | 6 TREMONT COURT<br>HUNTINGTON STATION NY<br>11746                           | 03/08/2016 | 03/08/2021 |
| DOL | NYC               |           | EVERTON CARLESS                      |   | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018                            | 12/30/2013 | 12/30/2018 |
| DOL | DOL               | *****7403 | F & B PAINTING<br>CONTRACTING INC    |   | 2 PARKVIEW AVENUE<br>HARRISON NY 10604                                      | 09/28/2016 | 09/28/2021 |
| DOL | DOL               |           | F KALAFATIS                          |   | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                       | 01/07/2014 | 06/23/2019 |
| DOL | DOL               |           | FANTASTIC PAINTING                   |   | 483 LANSING ROAD<br>FULTONVILLE NY 12072                                    | 11/18/2013 | 11/18/2018 |
| DOL | DOL               |           | FAY MATTHEW                          |   | C/O CHAMPION<br>CONSTRUCTION<br>2131 SCHENECTADY<br>AVENUEBROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL               |           | FAZIA GINA ALI-MOHAMMED              | C/O<br>CHAMPION<br>CONSTRUCTI<br>ON             | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                                | 11/18/2015 | 11/18/2020 |
| DOL | DOL               | *****1311 | FLOZ-ON PAINTING &<br>DECORATING INC |   | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                      | 10/16/2013 | 10/16/2018 |
| DOL | DOL               | *****8961 | FLOZ-ON PAINTING INC                 |   | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                      | 10/16/2013 | 10/16/2018 |
| DOL | DOL               |           | FRAN MICELI                          |   | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                       | 01/07/2014 | 06/23/2019 |
| DOL | DOL               |           | FRANCES KALAFATIS                    |   | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                       | 01/07/2014 | 06/23/2019 |
| DOL | DOL               |           | FRANCES KALAFATIS-MICELI             |   | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                       | 01/07/2014 | 06/23/2019 |
| DOL | DOL               |           | FRANK BENEDETTO                      |   | C/O F & B PAINTING CONTRA<br>2 PARKVIEW<br>AVENUEHARRISON NY 10604          | 09/26/2016 | 09/26/2021 |
| DOL | DOL               |           | FRANK DEMARTINO                      |   | 101-61 99TH STREET<br>OZONE PARK NY 11416                                   | 02/15/2017 | 02/15/2022 |
| DOL | DOL               |           | FRANK DEMARTINO                      |   | 101-61 99TH STREET<br>OZONE PARK NY 11416                                   | 02/15/2017 | 02/15/2022 |
| DOL | Nassau County DPW |           | FRANK J MERCANDO                     | 226 of 346                                      | 134 MURRAY AVENUE<br>YONKERS NY 10704                                       | 10/16/2013 | 10/16/2018 |
| DOL | DOL               |           | FRANK MICELI JR                      | C/O FRANK<br>MICELI JR<br>CONTRACTIN            | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                                    | 10/16/2013 | 10/16/2018 |

Contract No. 134189901-003  
Requirements-Reconstruction & Dewatering-Drainage

**NYS DOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |     |           |  |  |   |            |            |
|-----|-----|-----------|--|--|---|------------|------------|
| DOL | DOL | *****1321 | FRANK MICELI JR<br>CONTRACTING INC             |  | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                            | 10/16/2013 | 10/16/2018 |
| DOL | DOL | *****2724 | FRESH START PAINTING<br>CORP                   |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                                | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | G FUCCI CONSTRUCTION<br>SERVICES               |  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                          | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****6767 | G FUCCI PAINTING INC                           |  | C/O SPIEGEL & UTRERA<br>1 MAIDEN LANE - 5TH FL NEW<br>YORK NY 10038 | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****4546 | GAF PAINTING LLC                               |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                                | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | GALINDA ROTENBERG                              |  | C/O GMDV TRANS INC<br>67-48 182ND STREET FRESH<br>MEADOWS NY 11365  | 06/24/2016 | 06/24/2021 |
| DOL | DOL |           | GARDEN STATE PAINTING                          |  | 157 TIBBETS ROAD<br>YONKERS NY 10705                                | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | GARY MCDOWELL                                  | GM<br>CONSTRUCTI<br>ON & LAWN<br>CARE<br>SERVICE | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                           | 06/11/2013 | 06/11/2018 |
| DOL | DOL |           | GEORGE DI BERNARDO                             |  | C/O DI BERNARDO TILE<br>15 WALKER WAY ALBANY NY<br>12205            | 03/21/2014 | 03/21/2019 |
| DOL | DA  |           | GEORGE LUCEY                                   |  | 150 KINGS STREET<br>BROOKLYN NY 11231                               | 01/19/1998 | 01/19/2998 |
| DOL | DOL | *****0878 | GM CONSTRUCTION & LAWN<br>CARE SERVICE         |  | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                           | 06/11/2013 | 06/11/2018 |
| DOL | DOL | *****6674 | GMDV TRANS INC                                 |  | 67-48 182ND STREET<br>FRESH MEADOWS NY 11365                        | 06/24/2016 | 06/24/2021 |
| DOL | DOL | *****0090 | GOLDS FLOORING<br>INSTALLATIONS INC            |  | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                             | 10/16/2013 | 10/16/2018 |
| DOL | DOL |           | GREGORY A FUCCI                                |  | C/O PAF PAINTING SERVICES<br>157 TIBBETS ROAD YONKERS<br>NY 10705   | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | GREGORY FUCCI JR                               |  | C/O APOLLO CONSTRUCTION<br>157 TIBBETS ROAD YONKERS<br>NY 10705     | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | GREGORY S. OLSON                               |  | P O BOX 100<br>200 LATTA BROOK<br>PARKHORSEHEADS NY 14845           | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****9456 | GUILLO CONTRACTING CORP                        |  | P O BOX 229<br>CALVERTON NY 11933                                   | 07/08/2013 | 07/08/2018 |
| DOL | NYC | *****0346 | H N H CONTRACTORS CORP                         |  | 4558 BROADWAY # 6<br>NEW YORK NY 10040                              | 08/04/2014 | 08/04/2019 |
| DOL | DOL |           | HALSSAM FOSTOK                                 |  | 5 HANSEN PLACE<br>WAYNE NJ 07470                                    | 09/18/2013 | 09/18/2018 |
| DOL | NYC |           | HAMEEDUL HASAN                                 |  | 240 HOME STREET<br>TEANECK NJ 07666                                 | 08/04/2014 | 08/04/2019 |
| DOL | AG  | *****9918 | HARA ELECTRIC CORP                             |  | 2461 47TH STREET<br>ASTORIA NY 11103                                | 09/26/2013 | 09/26/2018 |
| DOL | NYC |           | HARMEL SINGH                                   |  | 15 CLINTON LANE<br>HICKSVILLE NY 11801                              | 02/25/2016 | 02/25/2021 |
| DOL | NYC |           | HAROLD KUEMMEL                                 |  | 58-83 54TH STREET<br>MASPETH NY 11378                               | 02/26/2016 | 02/26/2021 |
| DOL | AG  |           | HARVINDER SINGH PAUL                           |  | 90 JUNIUS STREET<br>BROOKLYN NY 11212                               | 01/23/2014 | 01/23/2019 |
| DOL | DOL |           | HENRY VAN DALRYMPLE                            |  | 2663 LANTERN LANE<br>ATLANTA GA 30349                               | 12/01/2015 | 12/01/2020 |
| DOL | DOL | *****6370 | HILLIANO CONSTRUCTION &<br>ELECTRICAL INC      |  | 354 MAGNOLIA STREET<br>ROCHESTER NY 14611                           | 01/22/2015 | 01/22/2020 |
| DOL | DOL | *****8282 | IDEMA DEVELOPMENT INC                          |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                          | 12/04/2015 | 12/04/2020 |
| DOL | DOL | *****8282 | IDEMA GENERAL<br>CONTRACTORS INC               |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                          | 12/04/2015 | 12/04/2020 |
| DOL | DOL | *****7001 | INTEGRATED CONSTRUCTION<br>& POWER SYSTEMS INC |  | SUITE 100<br>2105 W GENESEE<br>STREET SYRACUSE NY 13219             | 01/06/2016 | 01/06/2021 |
| DOL | AG  | *****0000 | J A M CONSTRUCTION CORP                        |  | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457    | 04/07/2016 | 04/07/2021 |
| DOL | DOL | *****7598 | J M RICH LLC                                   |  | P O BOX 268<br>STILLWATER NY 12170                                  | 09/16/2013 | 03/21/2019 |
| DOL | DOL | *****3478 | J N P CONSTRUCTION CORP                        |  | 50 LOUIS COURT<br>HACKENSACK NY 07606                               | 03/21/2016 | 03/21/2019 |
| DOL | DOL |           | J N RICH LLC                                   |  | P O BOX 268   | 09/16/2013 | 03/21/2019 |

Nassau County DPW

227 of 346

Contract No. S82001-05C  
Requirements for Construction & Dewatering-Drainage

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |                   |           |                             |                      |  |            |            |
|-----|-------------------|-----------|-----------------------------|----------------------|--|------------|------------|
| DOL | DOL               | *****4910 | J V MAGIC TOUCH CORPORATION |                      | 94-25 57TH AVENUE, APT 5G<br>ELMHURST NY 11373                             | 01/12/2015 | 01/12/2020 |
| DOL | DOL               |           | J.A. HIRES CADWALLADER      |                      | P.O BOX 100<br>200 LATTA BROOK<br>PARKHORSEHEADS NY 14845                  | 03/08/2018 | 03/08/2023 |
| DOL | DOL               |           | JACQUELINE HOWE             |                      | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL               | *****8627 | JAG I LLC                   |                      | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | DOL               | *****2868 | JAG INDUSTRIES INC          |                      | 175 BROAD ST - SUITE 320<br>GLENS FALLS NY 12801                           | 09/16/2013 | 09/16/2018 |
| DOL | DOL               |           | JAMES B RHYNDERS            |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL               |           | JAMES BOYCE                 |                      | C/O EMPIRE CONCRETE SYST<br>101 SULLYS TRAIL/SUITE<br>20PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL               |           | JAMES E RHYNDERS            |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | AG                |           | JAMES FALCONE               |                      | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL               |           | JAMES RHYNDERS SR           |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL               |           | JAMES SICKAU                |                      | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                                | 04/19/2011 | 07/08/2020 |
| DOL | DOL               |           | JASON M RICH                |                      | P O BOX 268<br>STILLWATER NY 12170   | 09/16/2013 | 03/21/2019 |
| DOL | DOL               |           | JASON W MILLIMAN            |                      | C/O ROCHESTER<br>ACOUSTICAL<br>P O BOX 799HILTON NY 14468                  | 02/19/2016 | 02/19/2021 |
| DOL | DOL               |           | JEFF P BRADLEY              |                      | 520 PINE HILL ROAD<br>CHESTER NY 10940                                     | 06/23/2014 | 06/23/2019 |
| DOL | NYC               |           | JEFFREY CASSIDY             |                      | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                    | 05/15/2014 | 04/02/2020 |
| DOL | DOL               |           | JERALD HOWE                 |                      | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL               |           | JEROME LACITIGNOLA          |                      | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32 CATSKILL NY<br>12414            | 08/22/2014 | 08/22/2019 |
| DOL | DOL               |           | JESSICA WHITESIDE           |                      | C/O BRRESTORATION NY INC<br>140 ARCADIA<br>AVENUEOSWEGO NY 13126           | 09/12/2016 | 09/12/2021 |
| DOL | AG                |           | JOHN ANTHONY MASSINO        |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                                     | 02/07/2018 | 02/07/2023 |
| DOL | DOL               |           | JOHN DESCUL                 |                      | 437 SUNRISE HIGHWAYA<br>WEST BABYLON NY 11704                              | 08/12/2013 | 08/12/2018 |
| DOL | DOL               |           | JOHN F. CADWALLADER         |                      | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                                | 03/08/2018 | 03/08/2023 |
| DOL | DOL               | *****4612 | JOHN F. CADWALLADER, INC.   | THE GLASS<br>COMPANY | P.O BOX 100<br>200 LATTA BROOK<br>PARKHORSEHEADS NY 14845                  | 03/08/2018 | 03/08/2023 |
| DOL | AG                | *****0600 | JOHNCO CONTRACTING, INC.    |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                                     | 02/07/2018 | 02/07/2023 |
| DOL | DOL               |           | JON E DEYOUNG               |                      | 261 MILL ROAD<br>P O BOX 296EAST AURORA<br>NY 14052                        | 07/29/2015 | 07/29/2020 |
| DOL | DOL               |           | JORGE VILLALOBOS            |                      | 94-25 57TH AVENUE - APT 5<br>ELMHURST NY 11373                             | 01/12/2015 | 01/12/2020 |
| DOL | DOL               |           | JOSE MONTAS                 |                      | 27 BUTLER PLACE<br>YONKERS NY 10710  | 03/18/2011 | 03/19/2020 |
| DOL | AG                |           | JOSEPH FALCONE              |                      | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL               | *****9273 | JOSEPH M LOVETRO            |                      | P O BOX 812<br>BUFFALO NY 14220  | 08/09/2016 | 08/09/2021 |
| DOL | NYC               |           | JOSEPH MARTINO              |                      | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                             | 12/13/2017 | 12/13/2022 |
| DOL | DOL               |           | JOSEPH MARTONE              |                      | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                     | 08/27/2013 | 08/27/2018 |
| DOL | Nassau County DPW |           | JOSHUA DEBOWSKY             | 228 of 346           | 9547 BUSTLETON AVENUE<br>BROOKLYN NY 11216                                 | 05/28/2001 | 05/28/2019 |
| DOL | DOL               |           | JOYA MUSCOLINO              |                      | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                 | 09/03/2013 | 09/03/2018 |

Required for Bids in 19105 & Dewatering-Drainage

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |     |           |   |  |   |            |            |
|-----|-----|-----------|---|--|---|------------|------------|
| DOL | DOL |           | JUANA MARTINEZ                                      |  | C/O LEAD CONSTRUCTION<br>27 BUTLER PLACE YONKERS<br>NY 10710            | 03/19/2015 | 03/19/2020 |
| DOL | DOL | *****4340 | JUBCO SITE DEVELOPMENT<br>LLC                       |  | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                                | 12/16/2013 | 12/16/2018 |
| DOL | DOL |           | JULIUS AND GITA BEHREND                             |  | 5 EMES LANE<br>MONSEY NY 10952  | 11/20/2002 | 11/20/3002 |
| DOL | DOL | *****5062 | K R F SITE DEVELOPMENT<br>INC                       |  | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                          | 01/23/2017 | 01/23/2022 |
| DOL | DOL |           | KAREN HARTMAN                                       |  | C/O GUILLO CONTRACTING<br>P O BOX 229 CALVERTON NY<br>11933             | 07/08/2013 | 07/08/2018 |
| DOL | NYC |           | KATHLEEN SELA                                       | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                    | 02/05/2014 | 02/05/2019 |
| DOL | DOL |           | KENNETH FIORENTINO                                  |  | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                          | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****9732 | KENT HOLLOW SIDING LLC                              |  | 29A BRIDGE STREET<br>NEW MILFORD CT 06776                               | 01/15/2016 | 01/15/2021 |
| DOL | DOL |           | KEVIN BABCOCK JR                                    |  | P O BOX 46<br>THOMPSON RIDGE NY 10985                                   | 08/22/2014 | 08/22/2019 |
| DOL | DOL |           | KEVIN M BABCOCK                                     |  | P O BOX 46<br>THOMPSON RIDGE NY 10985                                   | 08/22/2014 | 08/22/2019 |
| DOL | DOL |           | KIM SOROCENSKI                                      |  | C/O SOLUTION MATTERS INC<br>198 NORWOOD ROAD PORT<br>JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |
| DOL | AG  |           | KOSTAS "GUS"<br>ANDRIKOPOULOS                       |  | 2461 47TH STREET<br>ASTORIA NY 11103                                    | 09/26/2013 | 09/26/2018 |
| DOL | DA  | *****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |  | 150 KINGS STREET<br>BROOKLYN NY 11231                                   | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****6224 | LAKESIDE FIRE SPRINKLERS<br>LLC                     |  | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                              | 06/24/2015 | 06/24/2020 |
| DOL | AG  | *****4643 | LALO DRYWALL, INC.                                  |  | 221 OLD FORD ROAD<br>NEW PLATZ NY 12561                                 | 05/20/2016 | 05/20/2021 |
| DOL | DOL | *****4505 | LARAPINTA ASSOCIATES INC                            |  | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                               | 02/21/2017 | 02/21/2022 |
| DOL | DOL |           | LAURI MARTONE                                       |  | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                  | 08/27/2013 | 08/27/2018 |
| DOL | DOL |           | LAVERN GLAVE  |  | 181 ROBYN RD<br>MONROE NY 10950   | 09/15/2014 | 09/15/2019 |
| DOL | DOL |           | LAVERN GLAVE  |  | 181 ROBYN RD<br>MONROE NY 10950   | 01/30/2018 | 01/30/2023 |
| DOL | DOL |           | LAWRENCE J RUGGLES                                  |  | P O BOX 371<br>ROUND LAKE NY 12151                                      | 05/12/2014 | 05/12/2019 |
| DOL | DOL | *****1364 | LEAD CONSTRUCTION<br>SERVICES INC                   |  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                              | 03/19/2015 | 03/19/2020 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 01/17/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC                             |  | PO BOX 10007<br>ALBANY NY 12201   | 08/14/2017 | 09/19/2022 |
| DOL | AG  |           | LEONID FRIDMAN                                      |  | APT 5<br>200 BRIGHTON, 15TH<br>ST BROOKLYN NY 11235                     | 01/23/2014 | 01/23/2019 |
| DOL | DOL |           | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL |           | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL |           | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL |           | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201   | 09/19/2017 | 09/19/2022 |
| DOL | DOL |           | LEROY NELSON JR                                     |  | PO BOX 10007<br>ALBANY NY 12201   | 08/14/2017 | 08/14/2022 |

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |     |           |   |                 |   |            |            |
|-----|-----|-----------|---|-----------------|---|------------|------------|
| DOL | DOL |           | LEROY NELSON JR                             |                 | PO BOX 10007<br>ALBANY NY 12201   | 01/17/2017 | 09/19/2022 |
| DOL | DOL |           | LINDSEY R CRILL                             |                 | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                       | 01/08/2015 | 01/08/2020 |
| DOL | AG  | *****4216 | LOTUS-C CORP.                               |                 | 81-06 34TH AVENUE<br>APT. 6E JACKSON HEIGHTS NY<br>11372                      | 02/07/2018 | 02/07/2023 |
| DOL | AG  |           | LUIS MARTINEZ                               | LALO<br>DRYWALL | 211 MAIN ST.<br>NEW PALTZ NY 12561  | 05/20/2016 | 05/20/2021 |
| DOL | NYC | *****2850 | M A 2 FLAGS CONTRACTING<br>CORP             |                 | 25-18 100TH STREET<br>EAST ELMHURST NY 11369                                  | 08/21/2013 | 08/21/2018 |
| DOL | DOL |           | MANVER BEIG                                 |                 | 142 EAST MARKET STREET<br>LONG BEACH NY 11581                                 | 03/07/2017 | 03/07/2022 |
| DOL | AG  | *****6957 | M B DIN CONSTRUCTION INC                    |                 | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                                | 11/17/2015 | 11/17/2020 |
| DOL | NYC | *****6317 | M S QUALITY CONSTRUCTION<br>LLC             |                 | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                       | 02/04/2015 | 02/04/2020 |
| DOL | DOL |           | M. ANVER BEIG                               |                 | 142 EAST MARKET STREET<br>LONG BEACH NY 11581                                 | 03/07/2017 | 03/07/2022 |
| DOL | NYC |           | MACIEJ SONTOWSKI                            |                 | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                       | 02/04/2015 | 02/04/2020 |
| DOL | NYC | *****9590 | MACK GLASSNAUTH IRON<br>WORKS INC           |                 | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                                       | 12/21/2015 | 12/21/2020 |
| DOL | NYC | *****3141 | MACKEY REED ELECTRIC INC                    |                 | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAY FLORAL PARK NY<br>11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL | *****1784 | MADISON AVE<br>CONSTRUCTION CORP            |                 | 39 PENNY STREET<br>WEST ISLIP NY 11795  | 11/02/2016 | 11/02/2021 |
| DOL | DOL |           | MALARKEY'S BAR & GRILL<br>LLC               |                 | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                      | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****0705 | MALARKEY'S PUB & GRUB<br>LLC                |                 | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                      | 02/04/2016 | 02/04/2021 |
| DOL | DA  |           | MANUEL P TOBIO                              |                 | 150 KINGS STREET<br>BROOKLYN NY 14444   | 08/19/1998 | 08/19/2998 |
| DOL | DA  |           | MANUEL TOBIO                                |                 | 150 KINGS STREET<br>BROOKLYN NY 11231   | 08/19/1998 | 08/19/2998 |
| DOL | DOL |           | MARIACHI'S PIZZERIA                         |                 | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVE BINGHAMTON NY 13904            | 02/04/2016 | 02/04/2021 |
| DOL | DOL |           | MARK MIONIS                                 |                 | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                               | 11/10/2015 | 11/10/2020 |
| DOL | DOL | *****5533 | MARQUISE CONSTRUCTION &<br>DEVELOPMENT CORP |                 | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                    | 09/03/2013 | 09/03/2018 |
| DOL | DOL | *****8810 | MARQUISE CONSTRUCTION<br>ASSOCIATES INC     |                 | 20 BOSWELL ROAD<br>PUTNAM VALLEY NY 10579                                     | 09/03/2013 | 09/03/2018 |
| DOL | DOL | *****1134 | MARQUISE CONSTRUCTION<br>CORP               |                 | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                    | 09/03/2013 | 09/03/2018 |
| DOL | DOL |           | MARVIN A STURDEVANT                         |                 | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                                     | 02/21/2017 | 02/21/2022 |
| DOL | DOL |           | MATTHEW IDEMA GENERAL<br>CONTRACTORS INC    |                 | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                    | 12/04/2015 | 12/04/2020 |
| DOL | DOL | *****6416 | MCCALL MASONRY                              |                 | P O BOX 304<br>SAYRE PA 18840   | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****4259 | MERCANDO CONTRACTING<br>CO INC              |                 | 134 MURRAY AVENUE<br>YONKERS NY 10704   | 12/11/2009 | 02/03/2019 |
| DOL | DOL | *****0327 | MERCANDO INDUSTRIES LLC                     |                 | 134 MURRAY AVENUE<br>YONKERS NY 10704   | 12/11/2009 | 02/03/2019 |
| DOL | NYC | *****5330 | METRO DUCT SYSTEMS INC                      |                 | 1219 ASTORIA BOULEVARD<br>LONG ISLAND CITY NY 11102                           | 04/16/2014 | 11/19/2020 |
| DOL | DOL | *****3368 | MICEK CONSTRUCTION CO<br>INC                |                 | 20 CROSS STREET<br>FALCONER NY 14733  | 12/02/2014 | 12/02/2019 |
| DOL | DOL |           | MICHAEL A PASCARELLA                        |                 | SUITE 100<br>2105 WEST GENESEE STREET<br>SYRACUSE NY 13219                    | 01/06/2016 | 01/06/2021 |
| DOL | DOL |           | MICHAEL F LEARY JR                          |                 | 3813 SNOWDEN HILL<br>ROAD NEW HARTFORD NY<br>13413                            | 06/19/2013 | 06/19/2018 |
| DOL | DOL |           | MICHAEL F LEARY JR METAL<br>STUD & DRYWALL  |                 | 3813 SNOWDEN HILL ROAD<br>NEW HARTFORD NY 13413                               | 06/19/2013 | 06/19/2018 |
| DOL | NYC |           | MICHAEL HIRSCH                              |                 | C/O MZM CORP<br>163 S MAIN STREET<br>NEW YORK NY 10956                        | 01/28/2018 | 01/28/2021 |
| DOL | DOL |           | MICHAEL KTISTAKIS                           |                 | 355 88TH STREET<br>BROOKLYN NY 11209  | 11/18/2015 | 11/18/2018 |

Nassau County DPW

230 of 346

Requirements, Reconstruction & Dewatering Drainage Contract No. S82001-05G

**NYSDOL Bureau of Public Work Debarment List    05/09/2018**  
**Article 8**

|     |     |           |   |                                    |  |            |            |
|-----|-----|-----------|---|------------------------------------|--|------------|------------|
| 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 AVENUE BROOKLYN NY 11234      | 11/18/2015 | 11/18/2020 |
| DOL | NYC | *****3613 | MZM CORP                                      |                                    | 163 S MAIN STREET NEW CITY NY 10956                                      | 01/26/2016 | 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 11385                                   | 05/15/2015 | 05/15/2020 |
| DOL | DOL | *****6966 | NORTH COUNTRY DRYWALL AND PAINT               |                                    | 23167 COUNTY ROUTE 59 DEXTER NY 13634                                    | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****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 BOULEVARD LONG 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              | 167 TIBBETTS ROAD YONKERS NY 10103                                       | 03/12/2014 | 03/12/2019 |
| DOL | DOL |           | PAF PAINTING SERVICES OF WESTCHESTER INC      |                                    | C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038            | 03/12/2014 | 03/12/2019 |
| DOL | DOL | *****8802 | PAT'S HEATING AND AIR CONDITIONING LTD        |                                    | P O BOX 371 ROUND LAKE NY 12151  | 05/12/2014 | 05/12/2019 |
| DOL | DOL |           | PATRICIA M RUGGLES                            |                                    | P O BOX 371 ROUND LAKE NY 12151  | 05/12/2014 | 05/12/2019 |
| DOL | 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                                |                                    | 1903 GREENWICH ST MASPETH NY 11378                                       | 09/18/2018 | 09/18/2023 |
| DOL | DOL |           | PIERRE LAPORT                                 |                                    | 224 COUNTY HIGHWAY 138   | 03/07/2017 | 03/07/2022 |

Nassau County DPW

231 of 346

Requirements for Subcontractors & Debarment Drainage

Contract No. S82001-05C

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|                       |     |           |  |                       |   |            |            |
|-----------------------|-----|-----------|--|-----------------------|---|------------|------------|
| DOL                   | DOL | *****1543 | PJ LAPORT FLOORING INC                     |                       | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025                         | 03/07/2017 | 03/07/2022 |
| DOL                   | DOL | *****2989 | PROFESSIONAL ESTIMATING<br>& BUSINESS CORP |                       | 157 TIBBETS ROAD<br>YONKERS NY 10705                                  | 03/12/2014 | 03/12/2019 |
| DOL                   | DOL | *****6895 | PROLINE CONCRETE OF WNY<br>INC             |                       | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                           | 04/19/2011 | 07/08/2020 |
| DOL                   | DA  | *****6817 | QUADRANT METAL<br>BUILDINGS LLC            |                       | 2740 SW MARTIN DOWNS<br>BLVD<br>PALM CITY FL 34990                    | 08/25/2016 | 08/25/2021 |
| DOL                   | DOL | *****0015 | RAMADA CONSTRUCTION<br>CORP                |                       | 80 SAVO LOOP<br>STATEN ISLAND NY 10309                                | 01/07/2014 | 01/07/2019 |
| DOL                   | NYC |           | RAMESHWAR ASU                              |                       | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                               | 12/21/2015 | 12/21/2020 |
| DOL                   | DOL |           | RANA A KAHN                                |                       | 1973 81ST ST - SUITE A-5<br>BROOKLYN NY 11214                         | 01/08/2015 | 01/08/2020 |
| DOL                   | NYC |           | RANTIK PARIKH                              |                       | 13 LORIANN ROAD<br>WARREN NJ 07059                                    | 07/15/2015 | 07/15/2020 |
| DOL                   | DOL | *****2633 | RAW POWER ELECTRIC CORP                    |                       | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940                                  | 09/16/2013 | 09/15/2019 |
| DOL                   | DOL | *****2633 | RAW POWER ELECTRIC CORP                    |                       | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940                                  | 01/30/2018 | 01/30/2023 |
| DOL                   | NYC |           | RAYMOND PEARSON                            |                       | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                         | 03/12/2014 | 03/12/2019 |
| DOL                   | AG  | *****7015 | RCM PAINTING INC.                          |                       | 69-06 GRAND AVENUE<br>2ND FLOORMASPETH NY<br>11378                    | 02/07/2018 | 02/07/2023 |
| DOL                   | DOL |           | REGINALD WARREN                            |                       | 161 ROBYN RD<br>MONROE NY 10950                                       | 09/15/2014 | 09/15/2019 |
| DOL                   | DOL |           | REGINALD WARREN                            |                       | 161 ROBYN RD<br>MONROE NY 10950                                       | 01/30/2018 | 01/30/2023 |
| DOL                   | NYC | *****3461 | RELIANCE GENERAL<br>CONSTRUCTION INC       |                       | 644 OCEAN PARKWAY<br>BROOKLYN NY 11230                                | 09/02/2015 | 09/02/2020 |
| DOL                   | DOL |           | REVOLUTIONARY FLOORS<br>LLC                |                       | P O BOX 268<br>STILLWATER NY 12170                                    | 09/16/2013 | 03/21/2019 |
| DOL                   | DOL |           | RHINO CONCRETE LLC                         |                       | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                       | 11/18/2013 | 01/07/2019 |
| DOL                   | DA  |           | RIANN MULLER                               |                       | 2740 SW MARTIN DOWNS<br>BLVD<br>PALM CITY FL 34990                    | 08/25/2016 | 08/25/2021 |
| DOL                   | DOL |           | RICHARD WILSON                             |                       | C/O DUFOUR GROUP INC<br>353 WEST 56TH STREET<br>#7 MNEW YORK NY 10019 | 06/10/2014 | 06/10/2019 |
| DOL                   | DOL | *****8618 | RIEKS CONTRACTING LLC                      |                       | 4804 GAHWILER ROAD<br>AUBURN NY 13021                                 | 05/01/2015 | 05/01/2020 |
| DOL                   | DOL |           | ROBBYE BISSEAR                             |                       | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                     | 01/11/2003 | 01/11/3003 |
| DOL                   | DOL |           | ROBERT BRUNO                               |                       | 3 GAYLORD ST<br>AUBURN NY 13021                                       | 11/15/2016 | 11/15/2021 |
| DOL                   | DOL | *****1855 | ROBERT D BISHOP JR                         | ROBERT D<br>BISHOP JR | P O BOX 112<br>MORRISONVILLE NY 12962                                 | 07/15/2014 | 07/15/2019 |
| DOL                   | DOL |           | ROBERT D BISHOP JR                         |                       | P O BOX 112<br>MORRISONVILLE NY 12962                                 | 07/15/2014 | 07/15/2019 |
| DOL                   | NYC |           | ROBERT GUIDO                               |                       | 3256 BRUNER AVENUE<br>BRONX NY 10469                                  | 07/29/2014 | 07/29/2019 |
| DOL                   | DOL |           | ROBERT L EVANS                             |                       | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                      | 05/23/2013 | 05/23/2018 |
| DOL                   | DOL |           | ROBERT TORDELLA                            |                       | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                            | 06/24/2015 | 06/24/2020 |
| DOL                   | DOL | *****3859 | ROCHESTER ACOUSTICAL<br>CORP               |                       | P O BOX 799<br>HILTON NY 14468  | 02/19/2016 | 02/19/2021 |
| DOL                   | NYC |           | RODNEY SCOTT                               |                       | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                       | 10/30/2015 | 10/30/2020 |
| DOL                   | DOL |           | ROMEO WARREN                               |                       | 161 ROBYN RD<br>MONROE NY 10950                                       | 09/16/2013 | 09/15/2019 |
| DOL                   | DOL |           | ROMEO WARREN                               |                       | 161 ROBYN RD<br>MONROE NY 10950                                       | 01/30/2018 | 01/30/2023 |
| DOL                   | DOL |           | ROSS J MUSCOLINO                           |                       | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                            | 09/03/2013 | 09/03/2018 |
| DOL                   | DOL |           | RYAN ALBIE                                 |                       | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713                          | 02/21/2017 | 02/21/2022 |
| DOL Nassau County DPW |     | *****3347 | RYAN ALBIE CONTRACTING<br>INC              | 282 of 346            | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713                          | 02/21/2017 | 02/21/2022 |
| DOL                   | DOL |           | S & S ELECTRIC                             |                       | 235 BROADWAY<br>SCHENECTADY NY 12306                                  | 06/19/2013 | 06/19/2018 |

Requirements Reconstruction & Dewatering Drainage

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |                   |           |   |  |   |  |            |
|-----|-------------------|-----------|---|--|---|--|------------|
| DOL | NYC               |           | SABIR MUHAMMED                            |  | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTHBRONX NY 10462          | 04/21/2016   | 04/21/2021 |
| DOL | NYC               |           | SAEED HASAN                               |  | 4558 BROADWAY #6<br>NEW YORK NY 10040                           | 08/04/2014   | 08/04/2019 |
| DOL | NYC               | *****2117 | SCOTT ELECTRICAL LLC                      |  | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                 | 10/30/2015   | 10/30/2020 |
| DOL | DOL               | *****9751 | SCW CONSTRUCTION                          |  | 544 OLD ROUTE 23<br>ACRE NY 12405                               | 02/14/2017   | 02/14/2022 |
| DOL | DOL               |           | SEAKCO CONSTRUCTION<br>COMPANY LLC        |  | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                | 05/23/2013   | 05/23/2018 |
| DOL | DOL               | *****9030 | SEAKCO NEW YORK LLC                       | SEAKCO CONSTRUCTION<br>COMPANY                 | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                | 05/23/2013   | 05/23/2018 |
| DOL | DOL               |           | SEAN BURBAGE                              | C/O SEAN<br>BURBAGE<br>CORP                    | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                     | 04/14/2014   | 04/14/2019 |
| DOL | DOL               | *****6586 | SEAN BURBAGE CORP                         |  | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                     | 04/14/2014   | 04/14/2019 |
| DOL | AG                |           | SERGIO RAYMUNDO                           |  | 109 DUBOIS RD.<br>NEW PALTZ NY 12561                            | 05/20/2016   | 05/20/2021 |
| DOL | DOL               | *****6904 | SIGNING STAR LIMITED<br>LIABILITY COMPANY |  | 5 HANSEN PLACE<br>WAYNE NJ 07470                                | 09/18/2013   | 09/18/2018 |
| DOL | DOL               | *****4025 | SOLUTION MATTERS INC                      |  | 198 NORWOOD ROAD<br>PORT JEFFERSON NY 11776                     | 11/19/2015   | 11/19/2020 |
| DOL | NYC               | *****4934 | SPHINX CONTRACTING CORP                   |  | 240 HOME STREET<br>TEANECK NJ 07666                             | 08/04/2014   | 08/04/2019 |
| DOL | DOL               | *****3496 | STAR INTERNATIONAL INC                    |  | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427               | 08/11/2003   | 08/11/3003 |
| DOL | DOL               |           | STEPHEN BIANCHI                           |  | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                        | 12/16/2013   | 12/16/2018 |
| DOL | DOL               | *****9751 | STEPHEN C WAGAR                           |  | 544 OLD ROUTE 23<br>ACRE NY 12405                               | 02/14/2017   | 02/14/2022 |
| DOL | DOL               |           | STEPHEON SHELTON                          | FANTASTIC<br>PAINTING                          | 493 LANSING ROAD<br>FULTONVILLE NY 12072                        | 11/18/2013   | 11/18/2018 |
| DOL | DOL               |           | STEVEN P SUCATO                           |  | 15-68 208TH STREET<br>BAYSIDE NY 11360                          | 06/23/2016   | 06/23/2021 |
| DOL | DOL               |           | STEVEN SAGGESE                            |  | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                          | 08/18/2014   | 08/18/2019 |
| DOL | DOL               |           | STEVEN TESTA                              |  | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940                  | 01/23/2017   | 01/23/2022 |
| DOL | DOL               |           | STUART CHAITIN                            |  | 634 ROUTE 303<br>BLAUVELT NY 10913                              | 07/26/2012   | 11/19/2018 |
| DOL | NYC               | *****9432 | SUBLINK LTD                               |  | 346 THIRD AVENUE<br>PELHAM NY 10803                             | 11/19/2015   | 11/19/2020 |
| DOL | DOL               |           | SUZANNE G GOLD                            | C/O GOLDS<br>FLOORING<br>INSTALLATION<br>S INC | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                         | 10/16/2013   | 10/16/2018 |
| DOL | DOL               | *****7441 | T & T CONCRETE INC                        |  | 2560 HAMBURG TURNPIKE<br>P O BOX 367 LACKAWANNA NY<br>14218     | 07/08/2015   | 07/08/2020 |
| DOL | DOL               | *****7417 | TADCO CONSTRUCTION                        |  | 101-61 99TH STREET<br>OZONE PARK NY 11416                       | 02/15/2017   | 02/15/2022 |
| DOL | DOL               |           | TADCO CONSTRUCTION                        |  | 101-61 99TH STREET<br>OZONE PARK NY 11416                       | 02/15/2017   | 02/15/2022 |
| DOL | DOL               | *****7417 | TADCO CONSTRUCTION<br>CORP                |  | 101-61 99TH STREET<br>OZONE PARK NY 11416                       | 02/15/2017   | 02/15/2022 |
| DOL | DOL               |           | TALAILA OCAMPA                            |  | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442                | 01/16/2018   | 01/16/2023 |
| DOL | DOL               |           | TAMMY LACITIGNOLA                         |  | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32 CATSKILL NY<br>12414 | 08/22/2014   | 08/22/2019 |
| DOL | DOL               | *****9852 | TAP STEEL INC                             |  | ROUTE 26 3101<br>P O BOX 457 CONSTABLEVILLE<br>NY 13325         | 01/28/2016   | 01/28/2021 |
| DOL | DOL               |           | TECH-MECHANICAL FAB DC<br>INC             |  | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                        | 03/25/2014   | 03/25/2019 |
| DOL | DOL               | *****5570 | TESTA CORP                                |  | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940                  | 01/23/2017   | 01/23/2022 |
| DOL | DOL               | *****0887 | THE BRINSON PAINTING<br>CORPORATION       |  | 72 TAUNTON PLACE<br>BUFFALO NY 14216                            | 04/14/2015   | 04/14/2020 |
| DOL | Nassau County DPW | *****8174 | THE DALRYMPLE<br>CORPORATION              | 233 of 346                                     | UNIT 278<br>5415 PULASKI STREET<br>N.W. ATLANTA GA 30318        | Contract No. 182901-05G<br>Requirements for Construction & Dewatering-Drainage | 12/01/2020 |
| DOL | DOL               | *****8174 | THE DALRYMPLE GROUP LLC                   |  | 289 JONESBORO RD/ STE 216                                       | 12/01/2015   | 12/01/2020 |

**NYSDOL Bureau of Public Work Debarment List 05/09/2018**

**Article 8**

|     |     |           |   |  |  |            |            |
|-----|-----|-----------|---|--|--|------------|------------|
| DOL | DOL | *****2070 | THE UNIVERSAL GROUP OF NEW YORK INC           |  | 212 OXFORD WAY<br>SCHENECTADY NY 12309                                     | 12/11/2012 | 09/16/2018 |
| DOL | DOL | *****9243 | THE WELCOME MAT<br>PROPERTY MANAGEMENT<br>LLC |  | P O BOX 268<br>STILLWATER NY 12170   | 09/16/2013 | 03/21/2019 |
| DOL | DOL |           | THOMAS DESANTIS                               | DESANTIS<br>ENTERPRISES                  | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                  | 09/24/2013 | 11/18/2018 |
| DOL | NYC |           | THOMAS SCARINCI                               |  | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | DOL |           | TIMOTHY A PALUCK                              |  | C/O TAP STEEL INC<br>RTE 26 3101/ P O BOX<br>457CONSTABLEVILLE NY<br>13325 | 01/26/2016 | 01/28/2021 |
| DOL | DOL |           | TIMOTHY F BARBER                              |  | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | NYC | *****1523 | TM MECHANICAL CORP                            |  | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | DOL | *****0600 | TOMSON ALLOYS RECYCLING<br>INC                |  | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                    | 01/08/2015 | 01/08/2020 |
| DOL | DOL | *****3453 | TORCHIA'S HOME<br>IMPROVEMENT                 |  | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                      | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****6914 | TRI-COUNTY RESTORATIONS<br>& CONSTRUCTION INC |  | 13 SUMMERSET DRIVE<br>WALKILL NY 12589                                     | 08/22/2014 | 08/22/2019 |
| DOL | DOL |           | TRI-COUNTY RESTORATIONS<br>INC                |  | 392 ROCK CUT ROAD<br>WALDEN NY 12586                                       | 08/22/2014 | 08/22/2019 |
| DOL | DOL | *****8311 | TRIPLE B FABRICATING, INC.                    |  | 81 WILLETT ST.<br>PASSAIC NJ 07503   | 10/26/2016 | 10/26/2021 |
| DOL | DOL | *****9407 | TURBO GROUP INC                               |  | 15-68 208TH STREET<br>BAYSIDE NY 11360                                     | 06/23/2016 | 06/23/2021 |
| DOL | AG  | *****6490 | UNIVERSAL STEEL<br>FABRICATORS INC            |  | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                      | 01/23/2014 | 01/23/2019 |
| DOL | NYC | *****7174 | V&R CONTRACTING                               |  | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                              | 03/12/2014 | 03/12/2019 |
| DOL | NYC |           | VALERIE VISCONTI                              |  | 346 THIRD AVENUE<br>PELHAM NY 10803  | 11/19/2015 | 11/19/2020 |
| DOL | NYC |           | VEAP SELA                                     | C/O COLONIAL<br>ROOFING<br>COMPANY INC   | 247 48TH STREET<br>BROOKLYN NY 11220                                       | 02/05/2014 | 02/05/2019 |
| DOL | NYC |           | VICK CONSTRUCTION                             |  | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |
| DOL | NYC |           | VICKRAM MANGRU                                | VICK<br>CONSTRUCTI<br>ON                 | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |
| DOL | DOL |           | VICTOR ROTENBERG                              |  | C/O GMDV TRANS INC<br>67048 182ND STREETFRESH<br>MEADOWS NY 11365          | 06/24/2016 | 06/24/2021 |
| DOL | NYC |           | VINCENT PIZZITOLA                             |  | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                              | 03/12/2014 | 03/12/2019 |
| DOL | NYC |           | VITO GARGANO                                  |  | 1535 RICHMOND AVE<br>STATEN ISLAND NY 10314                                | 12/13/2017 | 12/13/2022 |
| DOL | DOL |           | WAYNE LIVINGSTON JR                           | NORTH<br>COUNTRY<br>DRYWALL<br>AND PAINT | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634                                   | 10/24/2016 | 10/24/2021 |
| DOL | DOL |           | WESLEY J STAROBA                              |  | 206 TALLY HO COURT<br>SCHENECTADY NY 12303                                 | 06/19/2013 | 06/19/2018 |
| DOL | DOL | *****0078 | WESLEY J STAROBA INC                          | S & S<br>ELECTRIC                        | 235 BROADWAY<br>SCHENECTADY NY 12306                                       | 06/19/2013 | 06/19/2018 |
| DOL | DOL |           | WILLIAM CONKLIN                               |  | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                                   | 03/25/2014 | 03/25/2019 |
| DOL | DOL |           | WILLIAM DEAK                                  |  | C/O MADISON AVE CONSTR<br>CO<br>39 PENNY STREETWEST ISLIP<br>NY 11795      | 11/02/2016 | 11/02/2021 |
| DOL | DOL |           | WILLIAM MAZZELLA                              |  | 134 MURRAY AVENUE<br>YONKERS NY 10704                                      | 02/03/2014 | 02/03/2019 |
| DOL | DOL |           | WILLIE BRINSON                                |  | 72 TAUNTON PLACE<br>BUFFALO NY 14216                                       | 04/14/2015 | 04/14/2020 |
| DOL | DOL | *****6195 | WILSON BROTHER DRYWALL<br>CONTRACTORS         |  | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                   | 08/31/2015 | 08/31/2020 |
| DOL | DOL | *****4043 | WINDSHIELD INSTALLATION<br>NETWORK, INC.      |  | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                                | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****7345 | YES SERVICE AND REPAIRS<br>CORPORATION        |  | 145 LODGE AVE<br>HUNTINGTON STATION NY<br>11476                            | 08/09/2016 | 08/09/2021 |

NYS DOL Bureau of Public Work Debarment List 05/09/2018  
Article 8

|     |     |  |              |  |  |            |            |
|-----|-----|--|--------------|--|--|------------|------------|
| DOL | DOL |  | YURIY IVANIN |  | C/O MOUNTAIN'S AIR INC<br>2471 OCEAN AVENUE-STE<br>7ABROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |
|-----|-----|--|--------------|--|--|------------|------------|

**NO TEXT ON THIS PAGE**

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006

Voting: ayes: 17, nays: 0, abstained: 0

Became a law on December 13, 2006 with the approval of the County Executive.

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

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and

shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a single vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff's department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a

particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of such type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

#### § 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four – strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three – strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra low sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owned or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology, including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing of such technology; and (vii) all waivers, findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is 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.

## 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.

ARTICLE XXII. CLAIMS AND LIABILITY

① 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

② 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.

② Agree H&GE REQ

Page 19

## 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.

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

Page 22

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

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.

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 Brian J. Schmitt  
County Executive  
Party of the First Part

ATTEST: ~~h. a. o. r. e.~~  
Clerk, Nassau County Legislature

Approved: Kurt Hill  
Office of the Commissioner

D.F. STONE Contracting LTD Contractor

Corporate  
Seal

By ~~W. J. Hill~~ L.S.  
Party of the Second Part

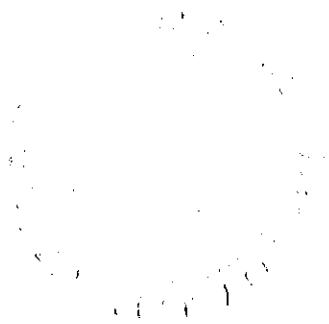
APPROVED AS PER CHARTER

h. a. p. h. l. 7-16-19  
Deputy County Attorney

Approved: Andrew Quattrone 7/16/19  
Bureau of Real Estate & Insurance

Agree H&GE REQ

Page 25



**NO TEXT ON THIS PAGE**

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

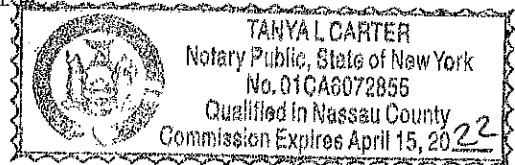
On this            day of            , 20    , before me personally appeared            , County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, 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.

Tanya L. Carter  
Notary Public



Agree H&GE REQ

Page 26

**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. Heinlein to me known, who being by me duly sworn, did depose and say: That he/she resides at [REDACTED]; That he/she is the Vice President of B. 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 12/31/19 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 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

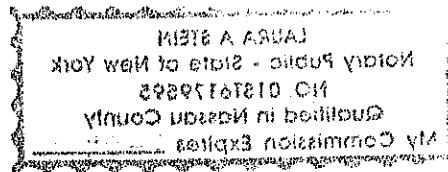
(Acknowledgment by Contractor if an Individual)  
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

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

Page 27



**NO TEXT ON THIS PAGE**

CONTRACT ADVISEMENT FORM  
NUMIS. No. 550

Agree H&GE REQ

Page 28

**NO TEXT ON THIS PAGE**

|                    |        |        |          |                                     |                          |                          |                    |          |                             |
|--------------------|--------|--------|----------|-------------------------------------|--------------------------|--------------------------|--------------------|----------|-----------------------------|
| DATE OF ADVISEMENT |        |        | FUND (3) | TRANSACTION CODE                    |                          |                          | ENCUMBRANCE NUMBER | DEPT (2) | CONTRACT / AGREEMENT NUMBER |
| MO (2)             | DY (2) | YR (2) |          | ENTER                               | MODIFY                   | CANCEL                   |                    |          |                             |
| 7                  | 10     | 19     | CAP      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | CHPW19000011       | PW       | S82001-05G                  |

ID: 11-335 8513

|              |               |                            |
|--------------|---------------|----------------------------|
| VENDOR INFO. | Name: (30)    | DF Stone Contracting, Ltd. |
|              | (30)          |                            |
|              | Address: (30) |                            |
|              | (30)          |                            |
|              | (30)          | 1230 Station Road          |
|              | (30)          | Medford, NY 11763          |

| 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

|                           |  |  |  |  |  |                                      |  |
|---------------------------|--|--|--|--|--|--------------------------------------|--|
| DEPARTMENT - PREPARED BY: |  | COMPTROLLER'S OFFICE CERTIFICATION:  |  | CERTIFICATE OF ACCEPTANCE INTO NUMIS                 |  | CHECK IF THIS DOCUMENT IS CONTINUED: |  |
| Loretta Dionisio          |  | I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |  | I certify that this document was accepted into NUMIS |  | <input type="checkbox"/>             |  |
| NAME                      |  | CONTRACT NUMBER  |  | NAME   |  | PAGE                                 |  |
| 7/10/19                   |  | CHPW19000011   |  | J. H. Schuler Jr.                                    |  | OF                                   |  |
| DATE                      |  | NAME   |  | NAME   |  | PAGE                                 |  |
| 516-571-9634              |  | [Redacted]   |  | Deputy Comptroller                                   |  | OF                                   |  |
| PHONE                     |  | TITLE  |  | DATE   |  | PAGE                                 |  |
| DEPARTMENT - APPROVED BY: |  | DATE   |  | DATE   |  | PAGE                                 |  |
| K Arnold                  |  | 8/1/2019   |  | 7/10/19  |  | OF                                   |  |
| TITLE                     |  | DATE   |  | DATE   |  | PAGE                                 |  |
| Commissioner              |  | 8/1/2019   |  | 7/10/19  |  | OF                                   |  |
| DATE                      |  | DATE   |  | DATE   |  | PAGE                                 |  |

**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 Vote of 6-24-19  
VOTING:  
Aye 7 Nay 0 Absent 0 Excused 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

Page 29

**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).

|   |                                  |   |       |            |                                  |        |       |            |                             |  |       |            |                |  |       |            |                                |  |       |            |  |  |  |            |  |  |  |
|---|----------------------------------|---|-------|------------|----------------------------------|--------|-------|------------|-----------------------------|--|-------|------------|----------------|--|-------|------------|--------------------------------|--|-------|------------|--|--|--|------------|--|--|--|
| <b>PRODUCER</b><br>Transportation Writers Inc.<br>20 Broadhollow Road<br>Suite 1001A<br>Melville NY 11747 |                                  | <b>CONTACT NAME:</b> Coverages Unlimited<br><b>PHONE (A/C, No, Ext):</b> (631) 425-5111<br><b>FAX (A/C, No):</b> (631) 425-2477<br><b>E-MAIL ADDRESS:</b>   |       |            |                                  |        |       |            |                             |  |       |            |                |  |       |            |                                |  |       |            |  |  |  |            |  |  |  |
| <b>INSURED</b><br>D.F. Stone Contracting, Ltd<br>1230 Station Rd<br>Medford NY 11763                      |                                  | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><td>INSURER A:</td><td>American Southern Home Insurance</td><td>NAIC #</td><td>41998</td></tr><tr><td>INSURER B:</td><td>American Alternative Ins Co</td><td></td><td>19720</td></tr><tr><td>INSURER C:</td><td>PHOENIX INS CO</td><td></td><td>25623</td></tr><tr><td>INSURER D:</td><td>First Rehabilitation Life Ins.</td><td></td><td>81434</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table> |       | INSURER A: | American Southern Home Insurance | NAIC # | 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: |  |  |  |
| INSURER A:  | American Southern Home Insurance | NAIC #  | 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  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                      |   |          | 88A6GL0000091-03 | 03/15/2019              | 03/15/2020              | EACH OCCURRENCE   | \$ 1,000,000. |
|  | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR        |   |          |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 100,000.   |
|  | <input checked="" type="checkbox"/> Contractual Liability                             |   |          |                  |                         |                         | MED EXP (Any one person)  | \$ 5,000.     |
|  | <input checked="" type="checkbox"/> Completed Operations                              |   |          |                  |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000. |
| GEN'L AGGREGATE LIMIT APPLIES PER:   |   |   |          |                  |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000. |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |   |          |                  |                         |                         | PRODUCTS - COMP/OPAGG   | \$ 2,000,000. |
| OTHER:   |   |   |          |                  |                         |                         |   | \$            |
|  | <b>AUTOMOBILE LIABILITY</b>   |   |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident)   | \$            |
|  | <input type="checkbox"/> ANY AUTO   |   |          |                  |                         |                         | BODILY INJURY (Per person)  | \$            |
|  | <input type="checkbox"/> OWNED AUTOS ONLY   | <input type="checkbox"/> SCHEDULED AUTOS      |          |                  |                         |                         | BODILY INJURY (Per accident)  | \$            |
|  | <input type="checkbox"/> HIRED AUTOS ONLY   | <input type="checkbox"/> NON-OWNED AUTOS ONLY |          |                  |                         |                         | PROPERTY DAMAGE (Per accident)  | \$            |
| B  | <input type="checkbox"/> UMBRELLA LIAB  |   |          | 93A2FF0000046    | 03/15/2019              | 03/15/2020              | EACH OCCURRENCE   | \$ 5,000,000. |
|  | <input checked="" type="checkbox"/> EXCESS LIAB                                       |   |          |                  |                         |                         | AGGREGATE   | \$ 5,000,000. |
|  | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000. |   |          |                  |                         |                         |   | \$            |
| C  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   |          | 003L70992A       | 11/25/2018              | 11/25/2019              | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER |               |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)           | Y/N   | N/A      |                  |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000. |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below                                |   |          |                  |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000. |
| D  | Disability  |   |          | DBL122600        | 01/01/2010              | 01/01/9999              | E.L. DISEASE - POLICY LIMIT   | \$ 1,000,000. |
|  |   |   |          |                  |                         |                         |   | 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****CANCELLATION**

COUNTY OF NASSAU, DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE

WESTBURY

NY 11590

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/19

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|  |  |
|--|--|
| PRODUCER<br><b>THE TINGO INSURANCE AGENCY INC</b><br>3771 NESCONSET HIGHWAY, SUITE 210<br>SOUTH SETAUKET, NY 11720 | CONTACT NAME:<br>PHONE (A/C No. Ext): <b>(631) 619-4285</b><br>FAX (A/C No.): <b>(631) 619-4289</b><br>E-MAIL ADDRESS: <b>JTINGO@TINGOINS.COM</b>                    |
| INSURED<br><b>D.F. STONE CONTRACTING LTD</b><br><br><b>1230 STATION ROAD</b><br><b>MEDFORD, NY 11763</b>           | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>WESCO INSURANCE COMPANY</b> NAIC # <b>25011</b><br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## 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.

| INS LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|---------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
|         | COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         |   |
|         | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                           |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|         |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                        |
|         |   |           |          |               |                         |                         | MED EXP (Anyone person) \$  |
|         | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$  |
|         | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |               |                         |                         | GENERAL AGGREGATE \$  |
|         | OTHER:  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|         |   |           |          |               |                         |                         | \$  |
|         | AUTOMOBILE LIABILITY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>             |
|         | <input type="checkbox"/> ANYAUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                       |
| A       | <input checked="" type="checkbox"/> OWNED AUTOS ONLY  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                     |
|         | <input checked="" type="checkbox"/> HIRED AUTOS ONLY  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                   |
|         | <input checked="" type="checkbox"/> AUTOS ONLY  |           |          |               |                         |                         | \$  |
|         | <input checked="" type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         |   |
|         | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                      |           |          |               |                         |                         |   |
|         |   | Y         |          | WPP1151314 03 | 11/17/18                | 11/17/19                |   |
|         | UMBRELLA LIAB   |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|         | <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | AGGREGATE \$  |
|         | EXCESS LIAB   |           |          |               |                         |                         | \$  |
|         | <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         |   |
|         | DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         |   |
|         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> |
|         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                   |           |          |               |                         |                         | E.L. EACH ACCIDENT \$   |
|         | If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                       |
|         |   | N/A       |          |               |                         |                         | 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

## CANCELLATION

|  |  |
|--|--|
| County of Nassau (S82001-05G)<br>Department of Public Works<br>1194 Prospect Avenue<br>Westbury, NY 11590-2723 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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## 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,

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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 *[Signature]* President (L.S.)

(Corporate seal of Contractor if a corporation)

by \_\_\_\_\_ (L.S.)

Title

by \_\_\_\_\_ (L.S.)

Title

QBE INSURANCE CORPORATION

Surety

by *[Signature]* (L.S.)

Title of Officer  
GLENN GLUBIAK, ATTORNEY-IN-FACT

Attest: *[Signature]* (L.S.)

Title of Officer

(Corporate seal of Surety)

SUE FEURING, WITNESS

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(Acknowledgment by Contractor if a corporation)

STATE OF New York )

ss.:  
COUNTY OF Suffolk )

On this 8<sup>th</sup> day of July, 2019, before me personally came George Heintz to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [REDACTED] 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 SUEFEURING 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

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POWER OF ATTORNEY  
FINANCIAL STATEMENT



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 20<sup>th</sup> 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:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey  
Brett Halsey  
Senior Vice President

By:

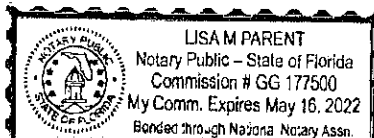
Matt  
Matt Curran  
Senior Vice President

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.



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. Gonzalez  
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<br>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             |
| <b>TOTAL ADMITTED ASSETS</b>   | <b>\$ 2,182,107</b> |

**LIABILITIES AND CAPITAL AND SURPLUS****Liabilities**

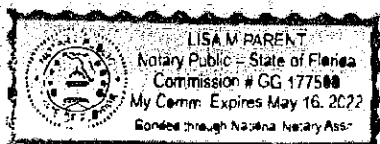
|   |            |
|---|------------|
| Reserves for losses and loss adjustment expenses              | \$ 794,762 |
| Unearned premiums   | 376,199    |
| Reinsurance payable on paid loss and loss adjustment expenses | 1,673      |
| Ceded reinsurance premiums payable, net of commissions        | 125,793    |
| 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 PresidentSubscribed and sworn to me this 22nd day of March, 2019.By: Lisa M Parent  
Lisa M Parent, Notary Public

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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 here-  
unto 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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## 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, here-  
in-after 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 [Signature] President (L.S.)

(Corporate seal of Contractor  
Title if a corporation)

by \_\_\_\_\_ (L.S.)

Title

QBE INSURANCE CORPORATION

by [Signature] (L.S.)

Surety

Title of Officer

GLENN GLUBIAK, ATTORNEY-IN-FACT

Attest: [Signature] (L.S.)

(Corporate seal of Surety)

Title of Officer

SUE FEURING, WITNESS

(Acknowledgment by Contractor if a corporation)

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STATE OF New York )

ss.:  
COUNTY OF Suffolk )

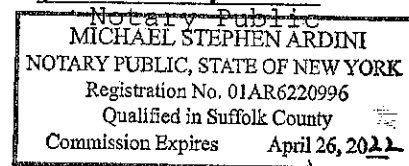
On this 8th day of July, 2019, before me personally came George Heintz to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [REDACTED] that he is the President of the D.F. Stone Contracting, Ltd. the corporation described in, and which executed the foregoing instrument; 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*

(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

ATTORNEY-IN-FACT

that he is the 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 2021  
Commission Expires September 7, 2021

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POWER OF ATTORNEY  
FINANCIAL STATEMENT



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 20<sup>th</sup> 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:

QBE INSURANCE CORPORATION

(Seal)

By:

*Brett Halsey*  
Brett Halsey  
Senior Vice President

By:

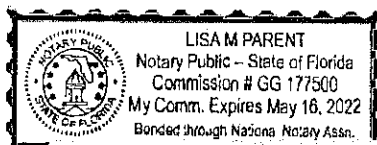
*Matt*  
Matt Curran  
Senior Vice President

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.



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. Gonzalez*  
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**

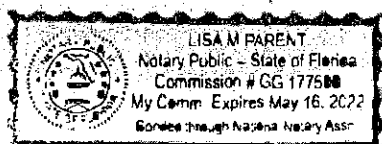
|                                       |          |
|---------------------------------------|----------|
| Common stock                          | \$ 4,388 |
| Preferred stock                       | 500      |
| Gross paid in and contributed surplus | 788,175  |
| Special surplus funds                 | 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

NO TEXT ON THIS PAGE

**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 here-  
unto 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 warranties/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 as 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 AWPAs Use Category Standards and Commodity Standards.

B. Preservative retention shall be in accordance with the following table:

| <u>Use</u>                 | <u>AWPA Use Category</u> | <u>Retention</u>   |
|----------------------------|--------------------------|--|
| Marine - Saltwater - Piles | UC5A                     | 2.50 pcf for 0.0" to 0.5"<br>1.50 pcf for 0.5" to 2.0"<br>Total penetration = 3.5" or<br>90% of sapwood, whichever<br>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 12HX - 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 from 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 SINGLR GATE

5

The General Specifications for Item 106P-DG AND ITEM 106P-SG shall apply with the following modifications and additions:

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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.

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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.

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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.

5  
ITEM 162B-SHORELINE SHRUBBERY

- a. Shrubs shall be *Myrica Pensylvanica* (Bayberry), *Vaccinium 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.

1  
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 1/2 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 quality 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 from 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  $\geq 50\%$  of sub 100 micron
- ii.5) Hydrocarbons, Oil & Grease- Remove  $\geq 80\%$
- ii.6) Phosphorous- Remove  $\geq 50\%$
- ii.7) Nitrogen Compounds- Remove  $\geq 40\%$
- ii.8) Bacteria- Remove  $\geq 70\%$

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 placed with a petroleum resistant liner both below and above the contaminated soil. Contaminated soil will be disposed of by a licensed waste hauler. The Contractor will supply and prepare a Uniform Hazardous Waste 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 convert 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.



