



Certified: --

B-28-23

FILED WITH THE NASSAU COUNTY CLERK
OF THE LEGISLATURE OCTOBER 4TH, 2023
5:18 PM

NIFS ID: CLPW23000018

Capital: X

Contract ID #: CHPW19000003

NIFS Entry Date: 09/13/2023

Department: Public Works

Service: Amendment 1-Requirements Contract-Maint & Repair-
Water Mains-S80031A-B28-23

Term: from 05/28/2023 to 06/05/2024

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: X		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: Bancker Construction Corp.	ID#: 111876887
Main Address: 171 Freeman AvenueIslip, NY 11751	
Main Contact: Maureen Stieflein	
Main Phone: (631) 582-8880	

Department:
Contact Name: James Moore
Address: NCDPW 1194 Prospect Avenue Westbury, New York 11590
Phone: (516) 571-6862
Email: ldionisio@nassaucountyny.gov, ekobel@nassaucountyny.gov, cpetrucci@nassaucountyny.gov, fantetomaso@nassaucountyny.gov

Contract Summary

Purpose: This is Amendment #1 to provide services to repair Lido Boulevard Sewer Manhole Failure on an emergency basis, to increase the cap by \$3.5 million, and extend the term to June 5, 2024.

Method of Procurement: The Contractor was previously selected through the formal bid process.

Procurement History: The contract was advertised in Newsday, NYS Contract Reporter and in e-Procure on May 9, 2018. The sealed bids were opened on June 12, 2018. Bancker Construction Corp. was the only bidder.

Description of General Provisions: Amendment #1 provides for one (1) year contract extension and additional funds in the amount of \$3,500,000. The new Maximum Contract Amount shall not exceed \$6,500,000.

Impact on Funding / Price Analysis: The funding for this amendment is available from multiple funding sources. The current advisement in the amount of \$1,760,000 for Lido Boulevard repair work will be funded from Capital Project 35101.

Change in Contract from Prior Procurement: Time extension and additional funds.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CSW			00	PWCSWCSW	00004	PWCSWCSW 00004 35101 000	17	\$1,760,000.00
						TOTAL	\$1,760,000.00	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction	109	County	\$0.00
		Federal	\$0.00
Renewal		State	\$0.00
% Increase		Capital	\$1,760,000.00
% Decrease		Other	\$0.00
		Total	\$1,760,000.00

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	09/13/2023 04:05PM	Approved
NIFS Final Approval	Roseann D'Alleva	09/13/2023 04:37PM	Approved
Final Approval	Roseann D'Alleva	09/13/2023 04:37PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	09/13/2023 04:37PM	Approved
Final Approval	Roseann D'Alleva	09/13/2023 04:37PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	09/14/2023 09:19AM	Approved
Approval as to Form	Richard Soleymanzadeh	09/14/2023 09:04AM	Approved
NIFS Approval	Mary Nori	09/28/2023 05:16PM	Approved
Final Approval	Mary Nori	09/28/2023 05:16PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	09/14/2023 02:10PM	Approved
NIFA Approval	Christopher Nolan	09/26/2023 01:03PM	Approved
Final Approval	Christopher Nolan	09/26/2023 01:03PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/02/2023 12:26PM	Approved
DCE Compliance Approval	Robert Cleary	10/04/2023 03:51PM	Approved
Vertical DCE Approval	Arthur Walsh	10/04/2023 05:03PM	Approved
Final Approval	Arthur Walsh	10/04/2023 05:03PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	10/04/2023 05:08PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO -2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND BANCKER CONSTRUCTION CORP.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau, on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS (“Department”) has received competitive bids for the original Contract S80031A, for REQUIREMENTS CONTRACT-MAINTENANCE & REPAIR OF WATER MAINS & APPURTENANCES, VARIOUS LOCATIONS, NASSAU COUNTY, NY (“Contract”), as more particularly described in the Contract documents, a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the Department is representing to the Rules Committee that the term of the original Requirements Contract was two (2) years, extended by the Department for an additional two (2) years, for a total Contract term of four (4) years, and the maximum amount of the original Contract was \$ 3,000,000; and

WHEREAS, the firm of BANCKER CONSTRUCTION CORP. (“Contractor”), submitted the lowest responsible bid for the original Contract for the work described in accordance with all Federal, State and Local Law as determined by the Department; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Contract by \$ 3,500,000 to \$ 6,500,000, and to extend the term of the Contract to June 5, 2024;

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

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

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this “Amendment”), dated as of June 6, 2023 (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) Bancker Construction Corp., 171 Freeman Avenue, Islip, New York 11751 (the “Contractor”).

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number S80031A between the County and the Firm, executed on behalf of the County on May 28, 2019 (the “Original Agreement”), the Firm performed “on-call” water infrastructure maintenance and repair services consisting of the furnishing of labor, materials, tools, equipment and incidentals as specified for addressing water infrastructure repair and other related work at various locations to be selected in Nassau County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the “Services”);

WHEREAS, the County requested, and the Contractor agreed to perform services as described in Appendix A , attached hereto, to address the sewer break on Lido Blvd beginning in May 2023 (“Appendix A Services”) , and the County and the Contractor have agreed to include the Services described in Appendix B (“Appendix B Services”) in this Amendment;

WHEREAS, the term of the Original Agreement was for two (2) years, with the Department’s option to extend the term of the Contract for an additional two (2) year period for a total Contract term of four (4) years (the “Term”);

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, including during the period of any extension options that may be exercised by the Commissioner of the Department, as full compensation for the Services, was three million dollars (\$3,000,000) (the “Maximum Amount”);

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement, include the Appendices A and B Services, and extend the Agreement Term 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 shall be increased by three million, five hundred thousand dollars (\$3,500,000). Accordingly, the total

Maximum Amount the County shall pay the Contractor shall not exceed six million, five hundred thousand dollars (\$6,500,000), (the “Amended Maximum Amount”).

2. Term. The Term of the Agreement shall be extended to June 5, 2024 (“Amended Term”).

3. Services. The Agreement is amended to include the Services described in Appendices A and B. (“Amended Services”).

4. 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.

5. 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.

Bancker Construction Corp.

By: MP

Name: _____

Title: PHILLIP M. BEYER
EXEC. VICE PRESIDENT

Date: 8/4/23

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 4 day of August in the year 2023 before me personally came Phillip M. Beyer 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 the Exec. Vice President of Bancroft Construction Corp 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


Helen Shusterman
Notary Public - State of New York
No. 01SH8089852
Qualified in Suffolk County
Commission Expires: 03/31/2027
05/09/2027

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

On the ____ day of _____ in the year 2023 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 2023 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

Appendix A

BASIS OF PAYMENT

Sewer Break Lido Boulevard and Regent Drive

Basis of Payment

A. Scope of Services

The Scope of Bancker's work included the repair of the sanitary sewer on Lido Boulevard in Lido Beach. The work also included maintenance and protection of traffic ("MPT"). The scope of the repair and MPT is provided below and will be substantiated by time and material tickets and daily reports. The not to exceed total cost for these repairs include labor, materials, equipment, steel sheeting and a three (3%) percent contingency is \$1,760,000.

1. MPT including detouring westbound traffic to the eastbound lanes.
2. Removal of the asphalt and 23-feet of excavation
3. Steel sheeting of the excavation to stabilize the road and safe the site for adjacent traffic as well as their workers.
4. Installation of the multi-point dewatering system
5. Removal of the existing failed manhole and replacement in kind
6. Removal of the top 5-feet of steel sheeting, abandoning the lower portion of the sheeting in place
7. Restoration of the repaired site includes backfilling, asphalt base, asphalt wearing course, replacing traffic lane markings, and reinstalling the traffic loop detection system; and
8. Finally, removal of the MPT equipment
9. The Contractor shall be responsible for and shall include in its unit bid prices any and all fees or charges imposed by Federal, State and Local laws, rules and regulations applicable to the work specified herein.
10. Bid prices shall include all costs necessary to perform the work described within the applicable work item including, but not limited to; labor; materials; equipment; disposal; insurance; filing fees; overhead; and profit.

B. Labor

1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract, or the wage rates and supplemental benefits required by the Contractor's compliance with Nassau County Local Law 9-2002, whichever rate is higher.

2. Payment to the Contractor shall include wages and supplemental benefits per paragraph B. 1 of this Part plus overhead and profit percentage as bid and shown on the Form of Proposal.
3. Transportation to and from the work site, site visit(s) to review proposed work, and time expended for estimating and purchasing of materials is considered part of the Contractors overhead and profit, and as such no additional payment will be made under any work order for these activities.
4. The overhead and profit percentage shall include all other costs associated with labor not specifically indicated in the New York State schedule of prevailing wage rates. Such other costs may include, but is not limited to, the following:
 - a. FICA
 - b. Worker's Compensation Insurance
 - c. NYS Unemployment Insurance
 - d. Profit
 - e. Contractor's Public Liability Insurance
 - f. Owner's Contingent Liability Insurance
 - g. Other Insurance Costs
 - h. Fringe Benefits for Worker's, other than those listed within the NYS Department of Labor schedule of prevailing wage rates.

C. Materials

1. The Contractor shall be paid for the actual cost of materials, exclusive of sales tax, delivered to the job site for incorporation into the work denoted on the work order plus overhead and profit (OH &P) percent markup as bid on the Form of proposal.
2. The following types of materials will be paid for by the County in order for the Contractor to perform the work: Saw blades, caution tape, temporary protection materials and single use items such as push brooms, trash bags, cleaning supplies, work gloves, or any such items at the sole discretion of the Commissioner or his duly authorized representative.

3. The following types of materials will **not** be paid for by the County and is considered part of the Contractor's overhead and profit: Hand and small power tools, extension cords, ladders, and other small tools as needed to perform the work.

D. Subcontractors

1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor, using the same percentages as shown on the proposal sheet. The Contractor may add (10) percent of the subcontractor's labor and material cost as remuneration for administration. A lump sum proposal for sub-contracted work is allowable only if authorized by the County.
2. Only subcontractors, which have received prior approval by the County, shall be used in execution of the Contractor's work.

E. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval from the County for such use, which is owned by the Contractor, will be paid for at the rates as submitted and approved by the County. Equipment not previously submitted and approved by the County will be paid for at the hourly rates as published in the Rental Rate Blue Book, exclusive of sales tax.
2. Payment for equipment, which is rented, with the prior approval of the County for such use, will be paid for on the basis of submittal of an original paid invoice, including operating costs and sales tax as may be required by law.

F. Original invoices must be submitted to support all requests for payment.

G. Requests for Payment

1. Payment will be on a work order basis after completion of all work specified therein, subject to the approval of the Commissioner or his duly authorized representative. The Contractor shall prepare a Nassau County Claim Voucher (furnished by the Department of Public Works) supported by the original daily work reports (signed by both the County representative and the Contractor) describing the work performed and detailing the hours worked by each trade designation and extending the hours by the rates bid (prevailing wage rate plus the labor percentage bid amount). Labor costs shall be attested to by a principal of the Contractors firm, and certified payrolls are required for all work performed.

2. Equipment rentals and material purchases must be supported by original paid invoices secured by the Contractor.
3. When approved by the applicable Department personnel, the claim voucher will be processed for payment.

Appendix B

Subject to Bancker Construction Corp.'s ("Bancker") prior written consent, the pricing, terms and conditions incorporated in this Contract entered into by and between Nassau County ("County") and Bancker, including any subsequent amendments and extensions, may be extended to and adopted by other governmental entities. The County is not a party to, and shall have no obligations, responsibilities, and/or liabilities whatsoever relating to any contracts between Bancker and other governmental entities.



Nassau County Interim Finance Authority

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

1. Vendor: Bancker Construction Corp.

2. Amount requiring NIFA approval: \$3,500,000.00

Amount to be encumbered: \$1,760,000.00

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: 05/28/2023 to 06/05/2024

Has work or services on this contract commenced? Yes

If yes, please explain: this was to address an emergency road way collapse do to a collapse waste pipe

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	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 Amendment #1 to provide services to repair Lido Boulevard Sewer Manhole Failure on an emergency basis, to increase the cap by \$3.5 million, and extend the term to June 5, 2024.

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

09/26/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

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

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 #: [REDACTED] _____

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 _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Roseann Dalleva

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
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: July 20, 2023

SUBJECT: Contract No: S80031A
Amendment One
Bancker Construction Corp.
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast*, 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity

The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority

Vendor is not debarred.

3. Integrity

Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.



July 20, 2023

SUBJECT: Contract No: S80031A
Amendment One
Bancker Construction Corp
Responsibility Determination Memo

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, “a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County.” Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining “if there exists any material adverse information impacting the vendor’s capacity or integrity.” Quoting Appendix E.

The following is quoted from Appendix E:

For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.

Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor’s corporate culture.

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have

Contract File

Page 3

July 20, 2023

SUBJECT: Contract No: S80031A
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Bancker Construction Corp
Responsibility Determination Memo

been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information OSHA Violation

Vendor resolved an OSHA citation for a July 2021 incident that occurred on a sewer project. Vendor's description of the incident and its resolution with OSHA is described in an attachment to Vendor's Business History form (attached). The type of work being performed when the 2021 violation occurred is similar to the pending contract amendment and occurred in Nassau County. Vendor has performed contract work involving excavations for the Department for over a decade without incident.

Accordingly, based on an application of the law and the policy, this incident does not warrant a determination that the vendor is a nonresponsible vendor. To date, the Department has been satisfied with the safety measures implemented by the Vendor on County projects and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contract S80031A as amended.



Jane Houdek
Attorney for DPW

JH:pl



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE • ISLIP, NY 11751

TEL: 631/582-8880 • FAX: 631/582-3698 • E-MAIL: Bancker@Bancker.com

RE: Bancker Construction Corp.
OSHA Docket No. 22-0162

Approximately a year and a half ago, Bancker was issued a "Serious" citation by OSHA alleging violation of 29 CFR 1926.652(a)(1), following an incident that occurred on 7/12/21 on a sewer project being performed by Bancker in Great Neck, New York. Two Bancker laborers were working within a shoring box with a legally sloped open end when an unforeseeable water and sand release from around the side of the open end occurred.¹ OSHA responded to an anonymous phone call two weeks after the incident and made an unannounced visit to the jobsite.² Though OSHA found no violations during the site inspection, after completing its investigation of the incident almost six months later, OSHA issued a citation, apparently on the basis of an interview with a former Bancker employee³ along with a photo purportedly depicting trench conditions at the time of the incident (the photograph was, in fact, from a different day altogether and depicted OSHA-compliant conditions). Bancker strongly disagreed with OSHA's position and filed a Notice to Contest. After several conversations with the Department of Labor regarding the merits of the case, Bancker and OSHA settled the case at a reduced penalty and an amendment of the citation to an "Other Than Serious" violation. A copy of the fully executed Stipulated Settlement Agreement is enclosed for your review. Please let us know if you wish for us to provide any additional details regarding this matter.

¹ After the incident, an open-ended plastic conduit was discovered approximately 100' from the excavation on the other side of the road. Heavy rains from over the weekend seemed to have filled the conduit and "charged" the ground adjacent to the excavation. Bancker's trenching on Monday morning, when this incident occurred, likely caused this unknown water to release around the side of the shored excavation and into the trench.

² At this visit, the OSHA inspector not only acknowledged that the site was in full compliance but also complimented Bancker's wood sheeting installation.

³ This was one of the two individuals in the trench, who, upon information and belief, called OSHA approximately two weeks after the incident and who had a financial incentive in Bancker being cited by OSHA as he filed a lawsuit for damages allegedly arising out of this incident.

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

MARTIN J. WALSH,
Secretary of Labor, United States
Department of Labor,

Complainant,

v.

BANCKER CONSTRUCTION CORP.,

Respondent.

OSHRC Docket No.: 22-0162

STIPULATED SETTLEMENT AGREEMENT

SEEMA NANDA
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

MATTHEW M. SULLIVAN
Senior Trial Attorney

U.S. Department of Labor
Attorneys for
MARTIN J. WALSH
Secretary of Labor

POST OFFICE ADDRESS
Jeffrey S. Rogoff
Regional Solicitor
U.S. Department of Labor
201 Varick Street, Room 983
New York, New York 10014
Tel. 212-646-3679

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

MARTIN J. WALSH,
Secretary of Labor, United States
Department of Labor,

Complainant,

v.

BANCKER CONSTRUCTION CORP.,

Respondent.

OSHRC Docket No.: 22-0162

STIPULATED SETTLEMENT AGREEMENT

Based upon the following recital, the Complainant and the Respondent herein agree to the following as a conclusion of this matter.

1. The Secretary hereby amends the citation and complaint to amend Citation 1, Item 1, to reflect a violation of 29 C.F.R. § 1926.20(b)(2). The Secretary hereby amends the classification of Citation 1, Item 1 from “Serious” to “Other-Than-Serious.” The proposed penalty is amended from \$12,288.00 to \$5,529.60.
2. Respondent affirmatively states that:
 - a. All violations alleged in the citation(s) have been abated.
 - b. It will continue to comply with the Occupational Safety and Health Act in the future.
 - c. Within 45 days of the execution of this Stipulated Settlement Agreement Respondent shall retrain its managers and employees on excavation safety including but not limited to the requirements for protective systems in

1926 Subpart P. The citation is hereby amended to include the terms of this Stipulated Settlement as required abatement of the underlying conditions referred to in the citation. Respondent's failure to comply shall constitute a failure to abate the citation as written and amended.

3. Respondent will pay the proposed penalty of \$5,529.00 in a single payment within fifteen (15) days of the execution of this Agreement by both parties. The preferred method of payment is via www.Pay.gov. The direct link to make a payment is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>.

In the alternative, Respondent may also make payment by forwarding a check made payable to:

**U. S. Department of Labor
Occupational Safety and Health Administration
Long Island Area Office
1400 North Country Road
Westbury, N.Y. 11590**

4. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.


5. Respondent withdraws its notice of contest in this matter, and agrees that the citation, penalty, and abatement measures (as set forth and amended herein by this Stipulated Settlement) shall become a final order of the Commission on the same date that the Order Terminating Proceeding becomes a final order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.

6. None of the foregoing agreements, statements, stipulations and actions taken by the Respondent shall be deemed an admission by Respondent of the allegations contained within the citation, notification of penalty and complaint referenced herein, nor

shall they be taken as an admission in any other proceeding. The agreements, statements, stipulations, findings and actions taken herein are made for the purpose of settling this matter amicably and they shall not be used for any purpose, except for proceedings and matters arising under the Occupational Safety and Health Act.

Date: 12-5-22

EXECUTED BY:



NAME: Phillip M. Beyer

TITLE: Executive Vice President

On behalf of Respondent,

Bancker Construction Corp.

Matthew M. Sullivan

NAME: Matthew M. Sullivan

TITLE: Senior Trial Attorney,

On behalf of Complainant,

Secretary of Labor.



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?

Nassau County Republican Committee

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

Phillip M. Beyer [PBEYER@BANCKER.COM]

Dated: 07/07/2023 12:15:56 pm

Vendor: Bancker Construction Corp.

Title: Exec. Vice President



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?

Nassau County Republican Committee

Electronically signed and certified at the date and time indicated by:
Michael S. Beyer

A handwritten signature in black ink, appearing to read "Michael S. Beyer", is written over a horizontal line.

Dated: 6/29/2023

Vendor: Bancker Construction Corp.

Title: President

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michael S. Beyer
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 171 Freeman Avenue
City: Islip State/Province/Territory: NY Zip/Postal Code: 11751
Country: US
Telephone: 631-582-8880
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>02/10/2014</u>	Treasurer	<u>02/10/2014</u>
Chairman of Board	_____	Shareholder	<u>11/09/1992</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>07/30/1997</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
Owner/Shareholder/Officer

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.

Owner/Shareholder/Officer: Baltray Enterprises, Inc. d/b/a Bancker Electric

Owner/Shareholder/Officer: Bancker Plumbing Corp.

Owner/Shareholder/Officer: Bancker Utility Contracting, Inc.

Member: Bancker Environmental LLC

Partner: Blue Sky Investing, LLC

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.

Baltray Enterprises, Inc. d/b/a Bancker Electric - Multiple Municipal Contracts

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

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

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

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

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

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

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

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

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

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

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

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

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Michael S. Beyer , 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, Michael S. Beyer , 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.

Bancker Construction Corp.

Name of submitting business

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

Michael S. Beyer MBEYER@BANCKER.COM

President

Title

07/07/2023 12:15:13 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Phillip M. Beyer
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 171 Freeman Avenue
City: Islip State/Province/Territory: NY Zip/Postal Code: 11751
Country: US
Telephone: 631-582-8880
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	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>12/01/2011</u>
Chief Exec. Officer	_____	Secretary	<u>02/10/2014</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>11/30/2009</u>		
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Owner/Shareholder/Officer

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.

Owner/Shareholder/Officer: Baltray Enterprises, Inc. d/b/a Bancker Electric
Owner/Shareholder/Officer: Bancker Utility Contracting, Inc.
Officer: Bancker Plumbing Corp.

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

Yes, Baltray Enterprises, Inc. d/b/a Bancker Electric - Multiple Municipal Contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Phillip M. Beyer , 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, Phillip M. Beyer , 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.

Bancker Construction Corp.

Name of submitting business

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

Phillip M. Beyer PBEYER@BANCKER.COM

Exec. Vice President

Title

07/07/2023 12:23:45 pm

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: 06/29/2023

1) Proposer's Legal Name: Bancker Construction Corp.

2) Address of Place of Business: 171 Freeman Avenue

City: Islip State/Province/Territory: NY Zip/Postal Code: 11751

Country: US

Address: 218 Blydenburgh Road

City: Islandia State/Province/Territory: NY Zip/Postal Code: 11749

Country: US

Start Date: 01/01/1988 End Date: 10/11/2019

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: ██████████

5) Federal I.D. Number: ██████████

- 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:

Affiliates:
Baltray Enterprises, Inc. dba Bancker Electric
Bancker Environmental, LLC
Blue Sky Investing, LLC
Bancker Utility Contracting Inc.
- 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:

Affiliates:
Baltray Enterprises, Inc. dba Bancker Electric
Bancker Environmental, LLC
Bancker Plumbing Corp.
Blue Sky Investing, LLC
Bancker Utility Contracting 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.

See attached letter and copy of the fully executed OSHA Stipulated Settlement Agreement, OSHRC Docket No.: 22-0162

1 File(s) uploaded: OSHA Citation Info.pdf

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

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

- 17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

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

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

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;

11/25/1958

- 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.

Michael S. Beyer, President & Treasurer - 95 Brookville Lane, Old Brookville, NY 11545

Phillip M. Beyer, Exec. Vice President & Secretary - 10 White Gate Drive, Old Brookville, NY 11545

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

Michael S. Beyer, President & Treasurer - 95 Brookville Lane, Old Brookville, NY 11545

Phillip M. Beyer, Exec. Vice President & Secretary - 10 White Gate Drive, Old Brookville, NY 11545

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

300

- vi) Annual revenue of firm;

150000000

vii) Summary of relevant accomplishments

Over 65 Years experience

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

B. Indicate number of years in business.

65

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

Previous successful bidder for Nassau County project, and current contractor

NYS Vendor Responsibility Questionnaire - Form CCA-2 for additional projects/references.

1 File(s) uploaded: CCA-2 Form 2023-24.pdf

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

Company	Great Neck Water Pollution Control District		
Contact Person	Christopher Murphy, Superintendent		
Address	236 E. Shore Road		
City	Great Neck	State/Province/Territory	NY
Country	US		
Telephone	(516) 482-0238		
Fax #			
E-Mail Address	cmurphy@gnwpcd.net		

Company	Manhasset Lakeville Water District		
Contact Person	Paul Schrader		
Address	170 E. Shore Road		
City	Great Neck	State/Province/Territory	NY
Country	US		
Telephone	(516) 466-4416		
Fax #			
E-Mail Address	paul@mlwaterd.org		

Company	Liberty Utilities		
Contact Person	John Kilpatrick		
Address	60 Brooklyn Avenue		
City	Merrick	State/Province/Territory	NY
Country	US		
Telephone	(516) 406-2625		
Fax #			
E-Mail Address	john.kilpatrick@libertyutilities.com		

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

CERTIFICATION

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

Name of submitting business: Bancker Construction Corp.

Electronically signed and certified at the date and time indicated by:
Phillip M. Beyer PBAYER@BANCKER.COM

Exec. Vice President
Title

07/07/2023 12:27:28 pm
Date



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE • ISLIP, NY 11751

TEL: 631/582-8880 • FAX: 631/582-3698 • E-MAIL: Bancker@Bancker.com

RE: Bancker Construction Corp.
OSHA Docket No. 22-0162

Approximately a year and a half ago, Bancker was issued a “Serious” citation by OSHA alleging violation of 29 CFR 1926.652(a)(1), following an incident that occurred on 7/12/21 on a sewer project being performed by Bancker in Great Neck, New York. Two Bancker laborers were working within a shoring box with a legally sloped open end when an unforeseeable water and sand release from around the side of the open end occurred.¹ OSHA responded to an anonymous phone call two weeks after the incident and made an unannounced visit to the jobsite.² Though OSHA found no violations during the site inspection, after completing its investigation of the incident almost six months later, OSHA issued a citation, apparently on the basis of an interview with a former Bancker employee³ along with a photo purportedly depicting trench conditions at the time of the incident (the photograph was, in fact, from a different day altogether and depicted OSHA-compliant conditions). Bancker strongly disagreed with OSHA’s position and filed a Notice to Contest. After several conversations with the Department of Labor regarding the merits of the case, Bancker and OSHA settled the case at a reduced penalty and an amendment of the citation to an “Other Than Serious” violation. A copy of the fully executed Stipulated Settlement Agreement is enclosed for your review. Please let us know if you wish for us to provide any additional details regarding this matter.

¹ After the incident, an open-ended plastic conduit was discovered approximately 100’ from the excavation on the other side of the road. Heavy rains from over the weekend seemed to have filled the conduit and “charged” the ground adjacent to the excavation. Bancker’s trenching on Monday morning, when this incident occurred, likely caused this unknown water to release around the side of the shored excavation and into the trench.

² At this visit, the OSHA inspector not only acknowledged that the site was in full compliance but also complimented Bancker’s wood sheeting installation.

³ This was one of the two individuals in the trench, who, upon information and belief, called OSHA approximately two weeks after the incident and who had a financial incentive in Bancker being cited by OSHA as he filed a lawsuit for damages allegedly arising out of this incident.

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

MARTIN J. WALSH, :
Secretary of Labor, United States :
Department of Labor, :
Complainant, : OSHRC Docket No.: 22-0162
v. :
BANCKER CONSTRUCTION CORP., :
Respondent. :

STIPULATED SETTLEMENT AGREEMENT

SEEMA NANDA
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

MATTHEW M. SULLIVAN
Senior Trial Attorney

U.S. Department of Labor
Attorneys for
MARTIN J. WALSH
Secretary of Labor

POST OFFICE ADDRESS
Jeffrey S. Rogoff
Regional Solicitor
U.S. Department of Labor
201 Varick Street, Room 983
New York, New York 10014
Tel. 212-646-3679

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

MARTIN J. WALSH, :
Secretary of Labor, United States :
Department of Labor, :
Complainant, : OSHRC Docket No.: 22-0162
v. :
BANCKER CONSTRUCTION CORP., :
Respondent. :

STIPULATED SETTLEMENT AGREEMENT

Based upon the following recital, the Complainant and the Respondent herein agree to the following as a conclusion of this matter.

1. The Secretary hereby amends the citation and complaint to amend Citation 1, Item 1, to reflect a violation of 29 C.F.R. § 1926.20(b)(2). The Secretary hereby amends the classification of Citation 1, Item 1 from “Serious” to “Other-Than-Serious.” The proposed penalty is amended from \$12,288.00 to \$5,529.60.
2. Respondent affirmatively states that:
 - a. All violations alleged in the citation(s) have been abated.
 - b. It will continue to comply with the Occupational Safety and Health Act in the future.
 - c. Within 45 days of the execution of this Stipulated Settlement Agreement Respondent shall retrain its managers and employees on excavation safety including but not limited to the requirements for protective systems in

1926 Subpart P. The citation is hereby amended to include the terms of this Stipulated Settlement as required abatement of the underlying conditions referred to in the citation. Respondent's failure to comply shall constitute a failure to abate the citation as written and amended.

3. Respondent will pay the proposed penalty of \$5,529.00 in a single payment within fifteen (15) days of the execution of this Agreement by both parties. The preferred method of payment is via www.Pay.gov. The direct link to make a payment is:

<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334>.

In the alternative, Respondent may also make payment by forwarding a check made payable to:

**U. S. Department of Labor
Occupational Safety and Health Administration
Long Island Area Office
1400 North Country Road
Westbury, N.Y. 11590**

4. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

5. Respondent withdraws its notice of contest in this matter, and agrees that the citation, penalty, and abatement measures (as set forth and amended herein by this Stipulated Settlement) shall become a final order of the Commission on the same date that the Order Terminating Proceeding becomes a final order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.

6. None of the foregoing agreements, statements, stipulations and actions taken by the Respondent shall be deemed an admission by Respondent of the allegations contained within the citation, notification of penalty and complaint referenced herein, nor

shall they be taken as an admission in any other proceeding. The agreements, statements, stipulations, findings and actions taken herein are made for the purpose of settling this matter amicably and they shall not be used for any purpose, except for proceedings and matters arising under the Occupational Safety and Health Act.

Date: 12-5-22

EXECUTED BY:



NAME: Phillip M. Beyer

TITLE: Executive Vice President

On behalf of Respondent,

Bancker Construction Corp.



NAME: Matthew M. Sullivan

TITLE: Senior Trial Attorney,

On behalf of Complainant,

Secretary of Labor.

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

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity, must certify the truth of the questionnaire answers.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common, or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered fully. Each response must provide all relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u> Bancker Construction Corp.		<u>EIN</u> <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div>		
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) NO P.O. Boxes 171 Freeman Avenue Islip, NY 11751		<u>New York State Vendor Identification Number</u> <div style="background-color: black; width: 100px; height: 1.2em; margin-top: 5px;"></div>		
		<u>Telephone</u> (631) 582-8880 ext.	<u>Fax</u> (631) 582-3698	
		<u>Website (include all)</u> www.bancker.com		
<u>Authorized Contact for this Questionnaire</u>				
<u>Name</u> Phillip M. Beyer		<u>Telephone</u> (631) 582-8880 ext.		<u>Fax</u> (631) 582-3698
<u>Title</u> Exec. Vice President		<u>Email</u> pbeyer@bancker.com		
<u>Additional Business Entity Identities:</u> If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

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

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

I. BUSINESS CHARACTERISTICS				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			
1.2 Is the <u>Legal Business Entity</u> publicly traded?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:				
1.3 Is the <u>Business Entity</u> currently <u>registered</u> to do business in New York State?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>				<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered</u> to do business in New York State:				
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> <u>maintain</u> an office in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>				<input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.				
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply:				
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)				
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)				
<input type="checkbox"/> New York State certified <u>Service-Disabled Veteran-Owned Business</u> (SDVOB)				
<input type="checkbox"/> <u>New York State Small Business</u>				
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)				
1.7 Identify each person or Business Entity that is or has been within the past five (5) years, a Business Entity Official, or a <u>Principal Owner</u> of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>				
<u>Joint Ventures</u> : Provide information for all firms involved.				
Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire.				
(Add additional sheets if necessary.) For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.				
If there is no person or <u>Business Entity</u> that owns 5% or more of the Reporting Entity, check here: <input type="checkbox"/>				
Name <i>(For each person, include a middle initial)</i>	Title	Date of Birth	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm

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

I. BUSINESS CHARACTERISTICS

Michael S. Beyer	President & Treasurer		50%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Phillip M. Beyer	Exec. Vice President & Secretary		50%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Stephen M. Beyer	Consultant		0%	<input type="checkbox"/> Current <input checked="" type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Name of <u>Each Business Entity</u> owning 5% or more of <u>Reporting Entity</u>	Address	EIN	Percentage Ownership	

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner, or proprietor of said other firm? If yes, identify below and if there is more than one, <i>attach additional pages with required information.</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity	
SEE ATTACHED LIST			
Firm/Company Address			
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with the disclosed firm(s)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>		Position/Title with Firm/Company	

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.1 Does the <u>Business Entity</u> have any <u>construction-related affiliates</u> not identified in the response to question 2.0 above? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (<i>enter N/A, if not applicable</i>):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed affiliate(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY	
3.0 Has the <u>Business Entity</u> completed any <u>construction contracts</u> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," list the ten most recent <u>construction contracts</u> the <u>Business Entity</u> has completed for <u>government clients</u> using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.</i></p> <p><i>At the <u>Business Entity</u>'s option, it may include <u>construction contracts</u> completed for private clients. If less than ten, include most recent subcontracts on projects up to that number.</i></p>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction contracts</u> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," list all current uncompleted <u>construction contracts</u> for <u>government clients</u> by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.</i></p> <p><i>Note: Ongoing projects must be included. At the <u>Business Entity</u>'s option, it may include <u>construction contracts</u> uncompleted for private clients.</i></p>	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

IV. INTEGRITY – CONTRACT BIDDING

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

4.4 Had a bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.6 Requested or been permitted to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

V. INTEGRITY – CONTRACT AWARD

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

5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

VI. CERTIFICATIONS/LICENSES

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

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

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

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement entity involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • <u>Federal</u> , state or local health laws, rules or regulations; • <u>Federal</u> , state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u> , state or local human rights laws; • <u>Federal</u> , state or local security laws; • <u>Federal</u> , state, or local tax laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

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

VIII. LEADERSHIP INTEGRITY

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

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

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

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> or affiliate involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses to explain the "Yes" response.</i>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or <u>Disadvantaged Business Enterprise goals</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the name of the <u>Business Entity</u> or affiliate involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s), and the balance of the assessment not yet paid. Provide answer below or attach additional sheets with numbered responses.</i>	
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
<i>If "Yes," provide an explanation of the issue(s), the name of the <u>Business Entity</u> or <u>affiliate</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s), the current status of the issue(s), and the balance of the lien, claim or judgment not yet paid. Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> , or <u>official</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide the name of the <u>Business Entity</u>, <u>affiliate</u> or <u>official</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses to explain the YES response.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project \$30,000,000	b. Aggregate (All Projects) \$100,000,000	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) 2022 Gross Sales \$151,865,026	2nd Year (Indicate year) 2021 Gross Sales \$143,848,139	3rd Year (Indicate year) 2020 Gross Sales \$121,826,387
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) 2022 Amount \$92,000,000	2nd Year (Indicate year) 2021 Amount \$86,000,000	3rd Year (Indicate year) 2020 Amount \$61,000,000
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)		

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

Authorizee

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Phillip M. Beyer	Telephone (631) 582-8880 ext.	Fax (631) 582-3698
Title Exec. Vice President	Email pbeyer@bancker.com	

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

Certification

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

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

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

Signature of Owner/Official



Printed Name of Signatory

Phillip M. Beyer

Title

Exec. Vice President

Name of Business

Bancker Construction Corp.

Address

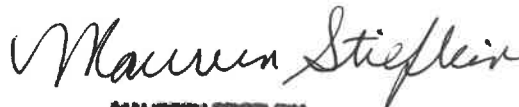
171 Freeman Avenue

City, State, Zip

Islip, NY 11751

Date

May 22, 2023



MAUREEN STIEPLEIN
Notary Public, State of New York
No. 01ST4942537
Qualified in Suffolk County
Commission Expires Sept. 26, 2024

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

Vendor Name: **Bancker Construction Corp.**NYS Vendor ID: **1000056421**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner Bethpage Water District – Intermunicipal Water Infrastructure – Water Main Replacement			Award Date 6/9/2021	Amount \$6,688,528.00	Date Completed 12/31/2022
	Contact Person Michael Boufis, Superintendent		Telephone No. (516) 931-0093	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner Verizon – Master Contract			Award Date 9/15/2021	Amount \$7,200,000	Date Completed 9/15/2022
	Contact Person Denis Donovan		Telephone No. (516) 758-3703	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner Suffolk County Water Authority			Award Date 2/1/2022	Amount \$13,000,000	Date Completed 1/31/2023
	Contact Person Frederick C. Berg, Director of Construction		Telephone No. (631) 563-0386	Designer Architect and /or Design Engineer		
	Contract No. 7813	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner Village of Freeport – Guy Lombardo Avenue Water Main Replacement			Award Date 11/29/2021	Amount \$2,167,000	Date Completed 12/31/2022
	Contact Person Robert Fisenne, P.E.		Telephone No. (516) 377-2233	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner CB&I – Brookhaven National Lab – 500,000 Gal Water Tank Replacement Project			Award Date 6/18/2021	Amount \$890,000	Date Completed 4/30/2023
	Contact Person Jonathan Cooper		Telephone No. (815) 439-6018	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

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

Vendor Name: **Bancker Construction Corp.**NYS Vendor ID: **1000056421**

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

6.	Agency/Owner Great Neck Water Pollution Control District – Sewer Repairs		Award Date 12/15/2021	Amount \$4,998,000	Date Completed 12/15/2022
	Contact Person Christopher D. Murphy, Superintendent	Telephone No. (516) 482-0238	Designer Architect and /or Design Engineer		
	Contract No. 19-05	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
7.	Agency/Owner Great Neck Water Pollution Control District – Plant Repairs at District Facilities		Award Date 12/15/2021	Amount \$2,300,000	Date Completed 12/15/2022
	Contact Person Christopher D. Murphy, Superintendent	Telephone No. (516) 482-0238	Designer Architect and /or Design Engineer		
	Contract No. 19-04	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
8.	Agency/Owner New York American Water – Main Laying Contract		Award Date 2/1/2020	Amount \$40,600,000	Date Completed 12/31/2022
	Contact Person John Kilpatrick	Telephone No. (516) 632-2216	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
9.	Agency/Owner Lendlease – Mount Sinai – 45 Rivington		Award Date 2/4/2021	Amount \$775,000	Date Completed 5/1/2023
	Contact Person Ernesto Jarvis	Telephone No. (646) 872-2354	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
10.	Agency/Owner Ruttura & Sons Construction Co., Inc. – Amazon Warehouse		Award Date 5/27/2021	Amount \$940,000	Date Completed 12/31/2022
	Contact Person Rick Pearsall	Telephone No. (631) 454-0291	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Bancker Construction Corp.

NYS Vendor ID: 1000056421

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Verizon – Master Contract					Award Date 9/15/2022	Completion Date 9/15/2023
	Contact Person Denis Donovan		Telephone No. (516) 758-3703	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$7,500,000	Amount Sublet to others		Uncompleted Amount \$3,800,000	
2.	Agency/Owner Suffolk County Water Authority – Water Mains, Large Services & Appurtenances					Award Date 2/1/2023	Completion Date 2/1/2024
	Contact Person Frederick C. Berg, Director of Construction		Telephone No. (631) 563-0386	Designer Architect and /or Design Engineer			
	Contract No. 7909	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$15,000,000	Amount Sublet to others		Uncompleted Amount \$11,600,000	
3.	Agency/Owner National Grid – Mains & Services Contract					Award Date 10/1/2021	Completion Date 3/31/2024
	Contact Person Catherine Hughes		Telephone No. (516) 382-8265	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$130,000,000	Amount Sublet to others		Uncompleted Amount \$40,250,000	
4.	Agency/Owner Great Neck Water Pollution Control District – Plant Repairs at District Facilities					Award Date 12/15/2022	Completion Date 12/15/2023
	Contact Person Christopher D. Murphy, Superintendent		Telephone No. (516) 482-0238	Designer Architect and /or Design Engineer			
	Contract No. 22-07	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$1,500,000	Amount Sublet to others		Uncompleted Amount \$1,500,000	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Bancker Construction Corp.

NYS Vendor ID: 1000056421

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Citnalta Construction Corp. – 116 th Precinct Station House			Award Date 6/2/2021		Completion Date 12/31/2023	
	Contact Person Ray Sajeski		Telephone No. 631-563-1110	Designer Architect and /or Design Engineer New York City Dept. of Design & Construction			
	Contract No. PO002-116	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$2,394,000		Amount Sublet to others		Uncompleted Amount \$1,360,000
6.	Agency/Owner Ruttura & Sons Construction Co., Inc. – Bronx Logistics Center			Award Date 7/25/2022		Completion Date 12/31/2024	
	Contact Person Rick Pearsall		Telephone No. 631-454-0291	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$1,478,500		Amount Sublet to others		Uncompleted Amount \$1,478,500
7.	Agency/Owner Manhasset Lakeville Water District – Water Main Replacement – Jayson Blvd. & Nassau Road			Award Date 11/1/2022		Completion Date 12/31/2023	
	Contact Person Paul Schrader, Superintendent		Telephone No. (516) 466-4416	Designer Architect and /or Design Engineer H2M Architects + Engineers			
	Contract No. MLWD2251	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$2,335,000		Amount Sublet to others		Uncompleted Amount \$1,543,000
8.	Agency/Owner Leon D. DeMatteis Construction Corp. – PS85Q Annex – New 4-Story Building			Award Date 11/12/2021		Completion Date 7/31/2024	
	Contact Person Joe Catalanotti		Telephone No. 516-644-6009	Designer Architect and /or Design Engineer NYC School Construction Authority			
	Contract No. C000080227	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$1,412,402		Amount Sublet to others		Uncompleted Amount \$1,203,400

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

Vendor Name: **Bancker Construction Corp.**NYS Vendor ID: **1000056421****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner Suffolk County Water Authority – Directional Drill Contract				Award Date 5/1/2022		Completion Date 4/30/2024	
	Contact Person Frederick C. Berg, Director of Construction		Telephone No. (631) 563-0386		Designer Architect and /or Design Engineer			
	Contract No. 7842	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount \$2,000,000		Amount Sublet to others		Uncompleted Amount \$1,240,000	
10.	Agency/Owner Liberty Utilities – Main Laying				Award Date 1/1/2023		Completion Date 12/31/2025	
	Contact Person John Kilpatrick		Telephone No. (516) 632-2216		Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount \$36,000,000		Amount Sublet to others		Uncompleted Amount \$35,965,000	

Grand Total All Uncompleted Contracts	\$99,939,900
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COUNTY OF NASSAU

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

1. Name of the Entity: Bancker Construction Corp.

Address: 171 Freeman Avenue

City: Islip State/Province/Territory: NY Zip/Postal Code: 11751

Country: US

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

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):

First Name	<u>Phillip</u>		
Last Name	<u>Beyer</u>		
MI	<u>M</u>	Suffix	<u></u>
Address	<u>171 Freeman Avenue</u>		
City	<u>Islip</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11751</u>
Country	<u>US</u>		
Position	<u>Vice President</u>		

First Name	<u>Michael</u>		
Last Name	<u>Beyer</u>		
MI	<u>S</u>	Suffix	<u></u>
Address	<u>171 Freeman Avenue</u>		
City	<u>Islip</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11751</u>
Country	<u>US</u>		
Position	<u>President</u>		

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.

Michael S. Beyer, President & Treasurer -

Phillip M. Beyer, Exec. Vice President & Secretary -

First Name	Phillip				
Last Name	Beyer				
MI	M	Suffix			
Address	171 Freeman Avenue				
City	Islip	State/Province/ Territory:	NY	Zip/Postal Code:	11751
Country	US				
Position	Vice President				

First Name	Michael				
Last Name	Beyer				
MI	S	Suffix			
Address	171 Freeman Avenue				
City	Islip	State/Province/ Territory:	NY	Zip/Postal Code:	11751
Country	US				
Position	President				

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

Affiliates - None to participate in the performance of the contract.

Baltray Enterprises, Inc. d/b/a Bancker Electric

Bancker Utility Contracting, Inc.

Bancker Environmental LLC

Blue Sky Investing LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

None - Not Applicable

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

None - Not Applicable

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

None - Not Applicable

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:

Phillip M. Beyer [PBAYER@BANCKER.COM]

Dated: 07/07/2023 12:33:14 pm

Title: Exec. Vice President

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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

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

PRODUCER The Graham Company The Graham Building One Penn Square West 25th Floor Philadelphia, PA 19102 www.grahamco.com	CONTACT NAME: Jim Bonner/Edna Reitz PHONE (A/C, No, Ext): 215-701-5372 FAX (A/C, No): 215-525-0234 E-MAIL ADDRESS: Bonner_Unit@grahamco.com														
INSURED Bancker Construction Corp. 171 Freeman Ave Islip NY 11751	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D: Endurance American Insurance Company</td><td>10641</td></tr><tr><td>INSURER E: American Guarantee and Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Phoenix Insurance Company	25623	INSURER D: Endurance American Insurance Company	10641	INSURER E: American Guarantee and Liability Ins Co	26247	INSURER F:	
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INSURER E: American Guarantee and Liability Ins Co	26247														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 75061390**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2K- CO-5469B328-IND-23	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2N-CAP-5469B33A-PHX-23	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EXC10007287608	7/1/2023	7/1/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-9P604657-23-25-K	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Excess Liability			AEC-6463430-03	7/1/2023	7/1/2024	\$7,000,000 Each Occurrence/Aggregate

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

RE: Contract No.: S80031A Requirements Contract Maintenance & Repair of Water Mains and Appurtenances Nassau County, New York Nassau County Dept. of Public Works is an Additional Insured on the above General Liability Policy if required by written contract.

CERTIFICATE HOLDER

10-21120-000

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ken Ewell

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ACORD 25 (2016/03)

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SCHEDULE OF OTHER POLICIES

DATE ISSUED
6/28/2023

NAMED INSURED:

Bancker Construction Corp.
171 Freeman Ave
Islip NY 11751

CERTIFICATE HOLDER:

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

Coverage	Carrier	NAIC	Policy #	Eff. - Exp. Dates	Limits
Contractors Pollution	Indian Harbor Insurance Company	36940	CEO742106604	07/01/2023 - 07/01/2024	\$5,000,000 Each Occurrence/Aggregate
Installation Floater	Atlantic Specialty Insurance Company	27154	710-03-94-97-0003	07/01/2023 - 07/01/2024	\$1,000,000 Installation or Service Premise/ \$250,000 Transportation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: July 20, 2023 (*Revised 8/30/23*)

SUBJECT: Authorization to Proceed with a *Retroactive* Amendment to Contract
CHPW19000003
Lido Boulevard Sewer Manhole Failure

On May 30, 2023, the Department was notified of a developing sinkhole on Lido Boulevard at the intersection of Regent Drive. Over the next few hours this sinkhole expanded and required the closure of two (2) westbound lanes. Lido Boulevard is a major throughfare for the Long Beach Island and limited access impedes the emergency services from getting to parts of the island timely. The area was immediately made safe and there were no accidents associated with the sinkhole. The Department's sewer services operator, Veolia, responded to the site and immediately started bypass pumping operations and contacted their emergency contractor for sewer and manhole repairs, Bancker Construction Corporation. The Department being concerned with the necessity of completing this work timely notified Veolia on May 31, 2023, that all direction for the repair work would be done directly by the Department. Due to the size of the sinkhole and area needed to excavate safety Lido Blvd was modified to only a single lane in each direction on June 1, 2023.

Upon review of the Bancker contract with Veolia this office determined that the price structure does not address neither the depth of work required nor the level of effort to both address a critical area timely with adequate resources. The Department determined that the best course of action was to utilize the Extra work clause in the above referenced contract to address this critical work. The work, which has since been completed with the exception of median restoration. The total cost associated with this project is not to exceed \$1.76 million.

The Department is looking for your authorization to amend *retroactively* the above referenced contract to compensate Bancker for this work and also extend this contract for an additional year for future contract work.


Kenneth G. Arnold
Commissioner

KGA:las

c: Robert Cleary, Chief Procurement Officer
Vincent Falkowski, Deputy Commissioner
Jane Houdek, Counsel for Public Works
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
James Moore, Building Estimator II

APPROVED:

DISAPPROVED:


Arthur T. Walsh
Chief Deputy County Executive

Arthur T. Walsh
Chief Deputy County Executive



REQUEST TO INITIATE

RTI Number 23-0163

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC
☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Lido Blvd Sewer Collapse

Department: Public Works

Project Manager:

Date: June 6, 2023

Service Requested: Repair of sewer infrastructure and restoration of Lido Blvd @ Regent Dr

Justification: This project is necessary to repair damaged sewer infrastructure and restore the area to pre-collapse condition.

Requested by: Christopher Fedele

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) TBD
Circle appropriate phaseTotal Project Cost: TBD (\$2,000,000)
Includes, design, construction and CMDate Start Work: June 30, 2023
Phase being requestedDuration: 30 days
Phase being requestedCapital Funding Approval: YES ☐ NO ☐Roseann DALLEVA
SIGNATURE06-8-23
DATEFunding Allocation (Capital Project):
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: Deanna Funk 6/14/23

SIGNATURE

DATE

Funding Code: 35101 -004

use this on all encumbrances

Timesheet Code: 23 - 0163

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]
SIGNATUREDCE/Ops Approval: YES ☒ NO ☐[Signature]
SIGNATURE

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

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

DCE/Ops Approval:
Version January 2014

YES NO

Signature _____

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.

Phillip M. Beyer

Name and Title of Authorized Representative

m/d/yy


Signature

08/10/23

Date

Bancker Construction Corp.

Name of Organization

171 Freeman Avenue, Islip, NY 11751

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

June 14, 2021

Michael Beyer, President
Bancker Construction Corporation
218 Blydenburgh Road
Islandia, New York 11749

Re: Requirements Contract for the Maintenance and Repair of Water Mains and
Appurtenances – Various Locations
Contract No. S80031A
Encumbrance No. CHPW190000003
Extension of Contract

Dear Mr. Beyer:

In accordance with Section 1 of the above referenced contract, the Department has extended the Agreement for two (2) additional years to June 5, 2023. The same terms, conditions, and covenants of the initial terms of the Agreement shall apply to this extension.

Very truly yours,

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

KGA:WSN:FM:ac

c: Brian J. Schneider, Deputy County Executive for Parks and Public Works
Jeff Schoen, Deputy Comptroller, Office of the Comptroller
William S. Nimmo, Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Roseann D'Alleva, Deputy Commissioner of Public Works
Christopher Nolan, Deputy Budget Director
Fredrick Maroni, Unit Head, Facilities Management Unit
Matt Duffy, Inspector, Office of the Comptroller
James Moore, Building Construction Estimator I

B02-19

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
WESTBURY, NEW YORK**



**REQUIREMENTS CONTRACT
FOR THE MAINTENANCE & REPAIR OF
WATER MAINS & APPURTENANCES
VARIOUS LOCATIONS**

CONTRACT NO. S80031A

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 1, 2018

RE: Requirements Contract Maintenance and Repair of Water Mains and
Appurtenances, Various Locations, Nassau County, New York

CONTRACT NO.: S80031A

ADDENDUM No. 1

To all prospective Bidders:

1. Prospective Bidders are hereby informed the Bid Documents for the above noted project are amended as follows:

INSTRUCTIONS TO BIDDERS

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 \$50,000.00, 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 fifty thousand dollars (\$50,000.00). 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 instructions 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.

END OF ADDENDUM No. 1

**REQUIREMENTS CONTRACT
MAINTENANCE & REPAIR OF WATER MAINS & APPURTENANCES**

CONTRACT NUMBER: S80031A

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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 **June 12, 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 MAINTENANCE
& REPAIR OF WATER MAINS & APPURTENANCES
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.: S80031A

Contractor will be "on-call" to the County for maintenance and repair of water mains and associated appurtenances including but not limited to water mains, valves and hydrants. In addition, the Contractor will be "on-call" for response to emergency repairs at various County facilities and buildings.

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, "Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Operating Engineers, Plumbers, Pipe Fitters, Teamsters, Dock Builders, Timbermen or any other trade appropriate for the type of work proposed. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.

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

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, from 9:00 AM on May 11, 2018 until 3:45 PM on June 8, 2018 (closed daily from 12:00 Noon to 1:00 P.M., and all-day May 28, 2018). Copies of the Contract Documents will be available at the time and place indicated. Furthermore, for review only, a downloadable set of the technical specifications can be found on the County solicitation board at no charge for all registered users at:

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

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

Questions must be submitted no later than 4:45 P.M. on Tuesday, May 29, 2018. All questions should be directed to Scott Urban at surban@nassaucountyny.gov.

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

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

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

Dated at Mineola, LI
May 9, 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 forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

Michael C. Pulitzer
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

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

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

G. ADDENDA AND INTERPRETATIONS

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

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 \$ 50,000.00**, 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 two-hundred thousand dollars (\$ 50,000.00). 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 \$ 50,000.00, 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 inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

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

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of \$ 500,000.00, 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:

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

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

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.
2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation

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

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Bancker Construction Corp.

as Principal; and Travelers Casualty and Surety Company of America 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

Fifty Thousand and 00/100 dollars (\$ 50,000.00) 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 17th day of May, 20 18.

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. S80031A for the

Nassau County Department of Public Works - Requirements Contract for the Maintenance & Repair of Water Mains & Appurtenances - Various Locations in Nassau County, New York

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

- a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

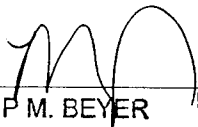
a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay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

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

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

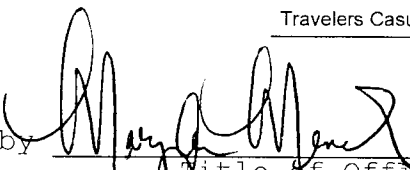
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


Bancker Construction Corp.
Contractor

by  (L.S.) (Corporate seal of Contractor
PHILLIP M. BEYER EXEC. VICE PRESIDENT Title if a corporation)

by _____ (L.S.) Title

by _____ (L.S.) Title

Travelers Casualty and Surety Company of America
Surety
by  (L.S.)
Title of Officer
Mary Ann Mendez, Attorney-In-Fact

Attest:  (L.S.) (Corporate seal of Surety)
Title of Officer
Lois Treiber, Customer Service Manager Bond Dept.

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York

ss.:
COUNTY OF Suffolk,

On this 24 day of May, 20 18, before me personally came PHILLIP M. BEYER to me known, who, being [REDACTED] and say for himself, that he resides in [REDACTED] that he is the EXEC. VICE PRESIDENT the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to 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.

MAUREEN ENGEL
Notary Public, State of New York
No. 01EN4942537
Qualified in Suffolk County
Commission Expires Sept. 26, 20 18

Maureen Engel
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me personally came _____ to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public



(Acknowledgment by Surety Company)

STATE OF New York)

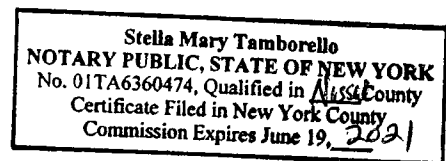
SS.:

COUNTY OF Nassau)

On this 17th day of May, 2018, before me personally came MaryAnn Mendez to me Known, who being by me duly sworn, did depose and say that he resides in Hempstead, NY

that he is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America, 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 MaryAnn Mendez further said that he is acquainted with Travelers Casualty and Surety Company of America and knows him to be the Attorney-In-Fact of said company; that the signature of the said MaryAnn Mendez subscribed to the within instrument is in the genuine handwriting of the said MaryAnn Mendez and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Stella Mary Tamborello
Notary Public



POWER OF ATTORNEY

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Mary Ann Mendez** of Jericho New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **May**, 2018.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



FINANCIAL STATEMENT

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,372,829,396	LOSSES	820,933,807
STOCKS	326,030,613	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	39,230,403	COMMISSIONS	42,186,100
OTHER INVESTED ASSETS	2,641,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,706,836	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,453	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	826,835	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	5,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,256,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,082
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		TOTAL LIABILITIES	\$ 2,216,124,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,576,352,567
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,016,636,327
TOTAL ASSETS	\$ 4,232,760,599	TOTAL LIABILITIES & SURPLUS	\$ 4,232,760,599

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

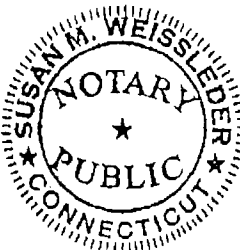
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2018

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



CERTIFICATE OF SOLVENCY

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



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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut 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 \$2,016,636,327 (Capital \$6,480,000) as is shown by its sworn financial statement for Year-End as of 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 May, 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 MAINTENANCE
& REPAIR OF WATER MAINS & APPURTENANCES
VARIOUS LOCATIONS IN NASSAU COUNTY, NEW YORK

Contract No. S80031A

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: BANCKER CONSTRUCTION CORP
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 218 Blydenburgh Road
Islandia, NY 11749

Telephone: (631) 582-8880

Date: 6/12/18

Fax Tel.: (631) 582-3698

E-MAIL: pbeyer@bancker.com

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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: MICHAEL S. BEYER

President's Domicile: [REDACTED]

Name of Vice President: PHILLIP M. BEYER

Vice President's Domicile: [REDACTED]

Corporate Officer: STEPHEN M. BEYER Title: _____

Corporate Officer's Domicile: [REDACTED]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

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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: S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1M	1.00 LS	Mobilization	For: Fifteen Thousand Dollars & No Cents.	\$15,000.00	15,000. —
2S	.50 CY	Unclassified Excavation	For: Two Dollars & Five Cents	2.05	1.03
3S-1	125.00 CY	Trench, Culvert, and Bridge Excavation	For: One Hundred Fifty-Five Dollars —	155. —	19,375. —
3S-2	100.00 CY	Trench, Culvert, and Bridge Excavation	For: Ninety-Eight Dollars	98. —	9,800. —
3S-3	50.00 CY	Trench, Culvert, and Bridge Excavation	For: Ninety-Six Dollars & Fifty Cents	96.50	4,825. —
4A	.50 SY	Cement Concrete Breaking (Pavement)	For: Eighteen Dollars & Fifty cents	18.50	9.25
4B	.50 CY	Cement Concrete Breaking (Structures)	For: Two Dollars —	2. —	1.00
5A	.50 CY	Embankment in Place	For: Three Dollars —	3. —	1.50
5B	.50 CY	Borrow Fill	For: Two Dollars —	2. —	1. —
5C	2.00 CY	Selected Fill	For: Twenty Seven Dollars & Fifty Cents	27.50	55. —
5D	3.00 CY	Selected Granular Fill	For: Thirty-Five Dollars	35. —	105. —
6	.50 CYM	Trucking	For: Four Dollars & Ninety Five Cents	4.95	2.48
7	.50 SY	Preparing Fine Grade	For: One Dollar & Twenty Five Cents	1.25	0.63
9	.50 CY	Topsoil	For: Twelve Dollars & Fifty Cents	12.50	6.25
9R	.50 CY	Topsoil (Rehanded)	For: Four Dollars & Fifteen Cents	4.15	2.08

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

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
10A	.50 SF	Temporary Sheeting and Bracing	For: Fifteen Dollars -	15. -	17.50
10A-1	20.00 SF	Excavation Protection System	For: Eight Dollars & Fifty Cents	8.50	170. -
10B	.50 SF	Temporary Sheeting and Bracing Ordered Left In Place	For: Two Dollars -	2. -	1. -
10C-1	.50 SF	Permanent Corrugated Metal Sheeting & Bracing	For: Three Dollars -	3. -	1.50
10C-2	.50 SF	Permanent Steel Sheet Piling and Bracing	For: Ten Dollars & Sixty Five Cents	10.65	5.33
10C-3	.50 SF	Permanent Timber Sheet Piling & Bracing	For: Three Dollars & Fifty Cents	3.50	1.15
17A	2.00 CY	Class A Concrete for Structures	For: Sixty Five Dollars -	65. -	130. -
20	.50 CY	Broken Stone, Loose Measure	For: Twenty Five Dollars -	25. -	12.50
21	.50 CY	Limestone Screening	For: One Dollar & Fifty Cents	1.50	0.75
22C-A	.50 TON	Base Course Asphalt Concrete, Type Dense Base (0 to 25 Tons)	For: Seventy-Five Dollars -	75. -	37.50
22C-B	.50 TONS	Base Course Asphalt Concrete, Type Dense Base (Greater Than 26 Tons)	For: Seventy-Five Dollars -	75. -	37.50
23	.50 CY	Concrete Foundation For Pavement	For: Zero Dollars & One Cent	0.01	0.01
24	5.00 CY	Cement Concrete Pavement	For: One Hundred Twenty Five Dollars -	125. -	625. -
26S	3.00 LF	Concrete Curb (Special)	For: Sixty Five Dollars -	65. -	195. -
27	75.00 SF	Cement Concrete Sidewalk	For: Nineteen Dollars & Fifty Cents	19.50	1,462.50

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Requirements Contract: Maintenance & Repair of Water Mains & Appurtenances Contract No. S80031A

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
28	.50 SF	Cement Concrete Driveways and Driveway Aprons	For: Twenty Two Dollars	22.-	11.-
30	.50 SY	Metal Reinforcement for Concrete Pavement	For: Three Dollars & Fifty Cents	3.50	1.75
33	.50 LB	Bar Reinforcement for Structures	For: One Dollar & Twenty Five Cents	1.25	0.63
36S-A	.50 TON	Asphalt Concrete (Special)	For: Thirty Five Dollars -	35.-	17.50
36S-B	.50 TON	Asphalt Concrete (Special)	For: Thirty Five Dollars	35.-	17.50
36T	5.00 TON	Temporary Pavement	For: One Hundred Twenty Five Dollars -	125.-	625.-
58A	.50 LF	Saw Cutting Existing Non-Roadway Asphalt	For: Sixteen Dollars & Seventy Cents	16.70	8.35
58RPC	5.00 LF	Saw Cutting Existing Roadway Pavement Concrete	For: Eighteen Dollars & Sixty Five Cents	18.65	93.25
102X	10.00 DAY	Work Zone Traffic Control (DAY)	For: One Hundred Fifty Dollars	150.-	1,500.-
111	125.00 SY	Removal and Replacement of Pavement	For: One Hundred Eighty Five Dollars	185.-	23,125.-
121	.50 CY	Drybound Base Course	For: Five Dollars -	5.-	2.50
122	.50 EA	Test Holes	For: Fifteen Dollars	15.-	7.50
127	.50 EA	Relocating Existing Hydrant	For: Three Thousand Five Hundred Dollars	3,500.-	1,750.-
363	.50 SY	Grass Seeding	For: Five Dollars -	5.-	2.50
365	4.50 SF	Sodding	For: Twelve Dollars	12.-	54.-
510	1.00 LS	Force Account Work	For: Ten Thousand Dollars *	10,000.-	10,000.-

* Previous Bid dictated a forced bid amount of ten thousand dollars

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
519	.50 CY	Sand Bags in Place	For: Four Dollars	4.-	2.-
600-10-A	.25 LF	Furnish and Install 10" Diameter of High Density Polyethylene Pipes (0'-10')	For: Sixty Five Dollars	65.-	16. ²⁵ / ₁₀₀
600-10-B	.25 LF	Furnish and Install 10" Diameter of High Density Polyethylene Pipes (11' & Over)	For: Fifty Five Dollars	55.-	13. ⁷⁵ / ₁₀₀
600-12-A	.25 LF	Furnish and Install 12" Diameter of High Density Polyethylene Pipes (0'-10')	For: Seventy Dollars	70.-	17. ⁵⁰ / ₁₀₀
600-12-B	.25 LF	Furnish and Install 12" Diameter of High Density Polyethylene Pipes (11' & Over)	For: Sixty Dollars	60.-	15.-
600-6-A	.25 LF	Furnish and Install 6" Diameter of High Density Polyethylene Pipes (0'-10')	For: Sixty Dollars	60.-	15.-
600-6-B	.25 LF	Furnish and Install 6" Diameter of High Density Polyethylene Pipes (11' & Over)	For: Fifty Dollars	50.-	12. ⁵⁰ / ₁₀₀
600-8-A	.25 LF	Furnish and Install 8" Diameter of High Density Polyethylene Pipes (0'-10')	For: Sixty Three Dollars	63.-	15. ⁷⁵ / ₁₀₀
600-8-B	.25 LF	Furnish and Install 8" Diameter of High Density Polyethylene Pipes (11' & Over)	For: Fifty Three Dollars	53.-	13. ²⁵ / ₁₀₀
600A-10C	.25 EA	High Density Polyethylene Electrofusion Fitting 10" DIA	For: Five Hundred Twenty Five Dollars	525.-	131. ²⁵ / ₁₀₀
600A-10R	.25 EA	High Density Polyethylene Electrofusion Fittings 8"x6" DIA	For: Five Hundred Fifteen Dollars	515.-	128. ⁷⁵ / ₁₀₀

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract, Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
600A-12C	.25 EA	High Density Polyethylene Electrofusion Fitting 12" DIA	For: Six Hundred Fifty Dollars —	650. —	162. ⁵⁶ —
600A-12R	.25 EA	High Density Polyethylene Electrofusion Fittings 12"x10" DIA	For: Six Hundred Forty Dollars	640. —	160. —
600A-12T	.25 EA	High Density Polyethylene Electrofusion "T" Fitting 12"x21"x6" DIA	For: Six Hundred Forty Five Dollars	645. —	161. ²⁵ —
600A-6C	.25 EA	High Density Polyethylene Electrofusion Fitting 6" DIA	For: Five Hundred Dollars —	500. —	125. —
600A-8C	.25 EA	High Density Polyethylene Electrofusion Fitting 8" DIA	For: Four Hundred Ninety Dollars	490. —	122. ⁵⁰ —
600A-8R	.25 EA	High Density Polyethylene Electrofusion Fittings 8"x6" DIA	For: Four Hundred Eighty Five Dollars	485. —	121. ²⁵ —
600A-8T	.25 EA	High Density Polyethylene Electrofusion "T" Fitting 8"x8"x6" DIA	For: Four Hundred Eighty Eight Dollars	488. —	122. —
601-10-A	10.00 LF	Furnish and Install 10" Diameter Ductile Iron Pipes (0-10")	For: Ninety Eight Dollars	98. —	980. —
601-10-B	10.00 LF	Furnish and Install 10" Diameter of Ductile Iron Pipes (11" & Over)	For: Seventy Nine Dollars	79. —	790. —
601-12-A	3.00 LF	Furnish and Install 12" Diameter Ductile Iron Pipes (0-10")	For: One Hundred Twenty Five Dollars	125. —	375. —
601-12-B	.50 LF	Furnish and Install 12" Diameter Ductile Iron Pipes (11" & Over)	For: Ninety Six Dollars & Fifty Cents	96. ⁵⁰ —	48. ²⁵ —

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
601-16-A	3.00 LF	Furnish and Install 16" Diameter Ductile Iron Pipes (0-10")	For: One Hundred Twenty Eight Dollars	128.-	384.-
601-16-B	.50 LF	Furnish and Install 16" Diameter Ductile Iron Pipes (11" & Over)	For: One Hundred Twenty Four Dollars & Fifty Cents	124.50	62.25
601-24-A	3.00 LF	Furnish and Install 24" Diameter Ductile Iron Pipes (0-10")	For: One Hundred Thirty Dollars	130.-	390.-
601-24-B	.50 LF	Furnish and Install 24" Diameter Ductile Iron Pipes (11" & Over)	For: One Hundred Twenty Eight Dollars & Ten Cents	128.10	64.05
601-4-A	3.00 LF	Furnish and Install 4" Diameter Ductile Iron Pipes (0-10")	For: Ninety Dollars	90.-	270.-
601-4-B	.50 LF	Furnish and Install 4" Diameter Ductile Iron Pipes (11" & Over)	For: Sixty One Dollars	61.-	30.50
601-6-A	25.00 LF	Furnish and Install 6" Diameter Ductile Iron Pipes (0-10")	For: Ninety Three Dollars	93.-	2325.-
601-6-B	10.00 LF	Furnish and Install 6" Diameter Ductile Iron Pipes (11" & Over)	For: Sixty Nine Dollars & Fifty Cents	69.50	695.-
601-8-A	25.00 LF	Furnish and Install 8" Diameter Ductile Iron Pipes (0-10")	For: Ninety Seven Dollars	97.-	2,425.-
601-8-B	10.00 LF	Furnish and Install 8" Diameter Ductile Iron Pipes (11" & Over)	For: Seventy Eight Dollars & Seventy Cents	78.70	787.-
602-10-A	.50 LF	Furnish and Install 10" Diameter PVC Pipe (0-10")	For: Seventy Five Dollars	75.-	37.50
602-10-B	.50 LF	Furnish and Install 10" Diameter PVC Pipe (11" & Over)	For: Thirty Five Dollars	35.-	17.50
602-12-A	.50 LF	Furnish and Install 12" Diameter PVC Pipe (0-10")	For: Seventy Six Dollars	76.-	38.-
602-12-B	.50 LF	Furnish and Install 12" Diameter PVC Pipe (11" & Over)	For: Thirty Six Dollars	36.-	18.-

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

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
602-4-A	.50 LF	Furnish and Install 4" Diameter PVC Pipe (0-10")	For: Seventy Two Dollars	72.-	36.-
602-4-B	.50 LF	Furnish and Install 4" Diameter PVC Pipe (11" & Over)	For: Thirty Two Dollars	32.-	16.-
602-6-A	.50 LF	Furnish and Install 6" Diameter PVC Pipe (0-10")	For: Seventy Three Dollars	73.-	36.50
602-6-B	.50 LF	Furnish and Install 6" Diameter PVC Pipe (11" & Over)	For: Thirty Three Dollars	33.-	16.50
602-8-A	.50 LF	Furnish and Install 8" Diameter PVC Pipe (0-10")	For: Seventy Four Dollars	74.-	37.-
602-8-B	.50 LF	Furnish and Install 8" Diameter PVC Pipe (11" & Over)	For: Thirty Four Dollars	34.-	17.-
603	1,500.00 LB	Cast Iron Fittings	For: Six Dollars & Eighty Five Cents	6.85	10,275.-
604-10	.50 EA	Furnish and Install 10" Diameter Valves and Valve Boxes	For: Six Hundred Twenty Five Dollars	625.-	312.50
604-12	.50 EA	Furnish and Install 12" Diameter Valves and Valve Boxes	For: Seven Hundred Fifty Dollars	715.-	357.50
604-4	12.00 EA	Furnish and Install 4" Diameter Valves and Valve Boxes	For: Four Hundred Fifty Five Dollars	455.-	5,460.-
604-6	12.00 EA	Furnish and Install 6" Diameter Valves and Valve Boxes	For: Four Hundred Eighty Five Dollars	485.-	5,820.-
604-8	12.00 EA	Furnish and Install 8" Diameter Valves and Valve Boxes	For: Five Hundred Twenty Dollars	520.-	6,240.-
605-16	.50 EA	Furnish and Install 16" Diameter Valves and Valve Boxes	For: Seven Hundred Eighty Five Dollars	785.-	392.50
605-24	.50 EA	Furnish and Install 24" Diameter Valves and Valve Boxes	For: Eight Hundred Fifty Dollars	815.-	407.50

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Requirements Contract: Maintenance & Repair of Water Mains & Appurtenances Contract No. S80031A

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Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract, Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
607	150.00 LB	Threaded Steel Thrust Rods and Appurtenances	For: Six Dollars + Fifty Five Cents	6.55	982.56
608	5.00 CY	Class "A" Concrete for Concrete Thrust Blocking and Concrete Piers	For: One Hundred Ten Dollars -	110.-	556.-
609A	5.00 DIA	Cutting and Connecting to Existing Asbestos Cement Water Mains of Various Sizes	For: Eighty Five Dollars	85.-	425.-
609B	5.00 DIA	Cutting and Connecting to Existing Poly-Vinyl Chloride Water Mains of Various Sizes	For: Forty Dollars	40.-	200.-
609C	200.00 DIA	Cutting and Connecting to Existing Cast Iron or Ductile Iron Water Mains of Various Sizes	For: Five Hundred Twenty Eight Dollars	528.-	105,600.-
609D	.50 DIA	Cutting and Connecting to High Density Polyethylene Pipe Water Mains of Various Sizes	For: One Hundred Eighty Eight Dollars -	188.-	94.-
611-A	2.00 EA	Supply and Install Top Section of Valve Box and Cover	For: Seventy five Dollars	75.-	150.-
611-B	2.00 EA	Supply and Install Bottom Section of Valve Box	For: Twenty five Dollars	25.-	30.-
611-C	2.00 EA	Supply and Install Extension of Valve Box	For: Twenty five Dollars	25.-	30.-
611-D	2.00 EA	Supply and Install Top and Bottom Section of Valve Box and Cover	For: One Hundred Sixty Five Dollars	165.-	330.-
612-A	2.00 EA	Raise Existing Valve Box to Proper Grade	For: Fifty five Dollars	55.-	110.-
612-B	.50 EA	Straighten and Plumb Existing Valve Box	For: Sixty Dollars	60.-	30.-
612-C	10.00 EA	Supply and Install "Rite Hite" to Raise Valve Box to Proper	For: Sixty Dollars	60.-	600.-

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Item No	Engineers Estimate	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
		Grade			
613	3.00 EA	Valve Packing Repair	For: One Hundred Fifty Five Dollars	155.-	465.-
614F-X	50.00 EA	Hydrants	For: Four Thousand Nine Hundred Eighty Five Dollars	4,985.-	249,250.-
614G	10.00 EA	Furnish and Install Upper Section of Hydrant Assembly	For: Six Hundred Eighty Five Dollars	685.-	6,850.-
615A	10.00 EA	Repair of Upper Hydrant Assembly	For: Nine Hundred Ninety Dollars	990.-	9,900.-
615B-12	1.00 EA	Supply and Install 12" Hydrant Riser Assembly	For: Two Hundred Ninety Eight Dollars and Fifty Cents	298.30	298.30
615B-18	.50 EA	Supply and Install 18" Hydrant Riser Assembly	Three Hundred Five Dollars	305.-	152.50
615B-24	.50 EA	Supply and Install 24" Hydrant Riser Assembly	For: Three Hundred Thirty Dollars	330.-	165.-
615B-30	.50 EA	Supply and Install 30" Hydrant Riser Assembly	For: Three Hundred Forty Five Dollars	345.-	172.50
615B-36	.50 EA	Supply and Install 36" Hydrant Riser Assembly	For: Three Hundred Fifty Five Dollars	355.-	177.50
615B-6	5.00 EA	Supply and Install 6" Hydrant Riser Assembly	For: Two Hundred Seventy Eight Dollars	278.-	1,390.-
615C	25.00 EA	Repair of Hydrant Valve and Drain Assembly	For: Eight Hundred Ninety Dollars	890.-	22,250.-
615D	40.00 EA	Supply and Repair Hydrant Break Flange	For: Four Hundred Eighty Five Dollars	485.-	19,400.-
615G	400.00 EA	Inspection, Reporting and Basic Maintenance of Hydrants	For: One Hundred Twenty Two Dollars and Eighty Cents	122.80	49,120.-
616	200.00 EA	Inspection and Operation of Water Main Valves and Boxes	For: Fifty Eight Dollars	58.-	11,600.-
622	50.00 EA	Painting Existing Hydrants	For: One Hundred Twenty Five Dollars	125.-	6,250.-

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

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
623	.50 EA	Sampling and Tap Connection	For: One Hundred Dollars	100.-	50.-
624	.50 EA	Emergency Repair Chlorination of Water Mains and Appurtenances	For: One Hundred Dollars	100.-	50.-
625	5.00 EA	Hydrant Bollards	For: Two Hundred Fifteen Dollars	215.-	1,075.-
625-P	5.00 EA	Painting Existing Bollards	For: Twenty Five Dollars	25.-	125.-
626-1	.50 EA	Furnish and Install 1" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-1-1/2	.50 EA	Furnish and Install 1-1/2" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-1-1/4	.50 EA	Furnish and Install 1-1/4" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-2	.50 EA	Furnish and Install 2" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-2-1/2	.50 EA	Furnish and Install 2-1/2" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-3	.50 EA	Furnish and Install 3" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01

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Requirements Contract: Maintenance & Repair of Water Mains & Appurtenances Contract No. S80031A

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

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
626-3/4	.50 EA	Furnish and Install 3/4" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-4	.50 EA	Furnish and Install 4" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-6	.50 EA	Furnish and Install 6" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
626-8	.50 EA	Furnish and Install 8" Reduced Pressure Zone Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-1	.50 EA	Furnish and Install 1" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-1-1/2	.50 EA	Furnish and Install 1-1/2" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-2	.50 EA	Furnish and Install 2" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-2-1/2	.50 EA	Furnish and Install 2-1/2" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-3	.50 EA	Furnish and Install 3" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01

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Requirements Contract, Maintenance & Repair of Water Mains & Appurtenances Contract No. S80031A

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Department of Public Works Nassau County, N.Y.

Bid Sheet for Contract: S80031A

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
		Building			
627-3/4	.50 EA	Furnish and Install 3/4" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-4	.50 EA	Furnish and Install 4" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-6	.50 EA	Furnish and Install 6" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
627-8	.50 EA	Furnish and Install 8" Double Check Valve Backflow Prevention Device Inside a Building	For: Zero Dollars + One Cent	0.01	0.01
628	3.00 EA	Flow Testing of Water Mains	For: Two Hundred Sixty Five Dollars	265.00	795.00

71 of 403

Requirements Contract: Maintenance & Repair of Water Mains & Appurtenances Contract No. S80031A

Total Bid in Numbers \$ 618,313.⁶⁵
 Total Amount in Words Six Hundred Eighteen Thousand Three Hundred Thirteen Dollars + Sixty-Five Cents

NO TEXT ON THIS PAGE



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.

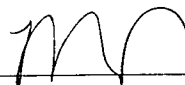
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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: 6/12/18

Signed:



Print Name:

PHILLIP M. BEYER

Title:

EXEC. VICE PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 STEPHEN M. BEYER
Date of birth [REDACTED]
Home address [REDACTED]
City/state [REDACTED]
Business address 218 Blydenburgh Road
Islandia, NY 11749
City/state/zip [REDACTED]
Telephone (631) 582-8880
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 1 / 2 / 98 Treasurer 1 / 2 / 98
Chairman of Board / / Shareholder / /
Chief Exec. Officer 2 / 10 / 14 Secretary 12 / 12 / 84
Chief Financial Officer / / Partner / /
Vice President 12 / 14 / 73 / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. Baltray Enterprises Inc & Benker Electric

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. See Projects listed in attached CCA-2 Form for Baltray Enterprises Inc d/b/a Bancker Electric

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES X NO ___ If Yes, provide details for each such occurrence. *NYS PSC Consent Order. Settlement regarding Code 753 non-compliance - See attached.*
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

CERTIFICATION

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

I, PHILLIP M. BEYER, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June 2018

Maureen Engel
Notary Public

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

BANCKER CONSTRUCTION CORP

Name of submitting business

PHILLIP M. BEYER

Print name

[Signature]
Signature

EXEC. VICE PRESIDENT

Title

6 / 12 / 18
Date



BANCKER CONSTRUCTION CORP.

Nassau County DPW

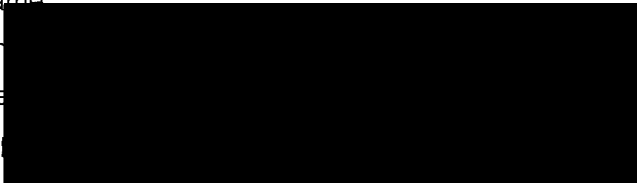
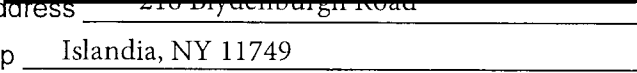

Principal Questionnaires
Questions #8(f)

Though OSHA apparently conducted two field reports during the time period in question, neither "report" led to the issuance and prosecution of a violation. In the case of the report apparently conducted at JFK, no violation was issued from it. The other investigation in Rockaway Beach arose out of an injury to a Bancker Electric employee. New OSHA rules (enacted only two weeks prior to the injury) required us to report the injury to OSHA. They then conducted an investigation and issued a "serious" violation. However, Phillip M. Beyer and our Director of Safety, Michael Quinn, met with OSHA's regional manager at their office and conducted an informal conference, at which Bancker was given the opportunity to present information and documentation in support of our defense. As a result, OSHA withdrew the notice of violation. So neither of these OSHA reports resulted in a violation.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name MICHAEL S. BEYER
Date of birth 
Home address 
City/state/zip 
Business address 210 Drydenburgh Road
City/state/zip Islandia, NY 11749
Telephone (631) 582-8880
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 2/10/14 Treasurer 2/10/14
Chairman of Board ____/____/____ Shareholder 11/9/92
Chief Exec. Officer ____/____/____ Secretary 1/2/98
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 7/30/97 ____/____/____
(Other) **EXEC. VICE PRESIDENT** 1/2/98
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Owner / Shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____;
If Yes, provide details.
Baltray Enterprises, Inc. dba Bancker Electric

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES x NO ____
If Yes, provide details. See projects listed in attached CCA-2 Form for BALtray Enterprises, Inc.

dba Bancker Electric

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO x If Yes, provide details for each such instance.
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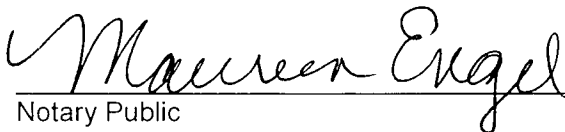
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I, Phillip M. Beyer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June 2018



Notary Public

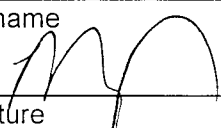
MAUREEN ENGEL
Notary Public, State of New York
No. 01EN4942537
Qualified in Suffolk County
Commission Expires Sept. 26, 2018

Bancker Construction Corp.

Name of submitting business

Phillip M. Beyer

Print name



Signature

Exec. Vice President

Title

6 / 12 / 18

Date



BANCKER CONSTRUCTION CORP.

Nassau County DPW

Principal Questionnaires
Questions #8(f)

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1. Principal Name PHILLIP M. BEYER
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 218 Blydenburgh Road
City/state/zip Islandia, NY 11749
Telephone (631) 582-8880
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder 12 / 1 / 11
Chief Exec. Officer ____/____/____ Secretary 2 / 10 / 14
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President 11 / 30 / 09 ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO ____ If Yes, provide details. Owner/Shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
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If Yes, provide details.
Baltray Enterprises, Inc. dba Bancker Electric

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES x NO ____
If Yes, provide details. See projects listed in attached CCA-2 Form for BAltray Enterprises, Inc.
dba Bancker Electric

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 - c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO x If Yes, provide details for each such conviction.

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

CERTIFICATION

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

I, Phillip M. Beyer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June 2018

Maureen Engel
Notary Public

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

Bancker Construction Corp.
Name of submitting business
Phillip M. Beyer
Print name
[Signature]
Signature
Exec. Vice President
Title
6 / 12 / 18
Date



BANCKER CONSTRUCTION CORP.

Nassau County DPW

Principal Questionnaires
Questions #8(f)

Though OSHA apparently conducted two field reports during the time period in question, neither "report" led to the issuance and prosecution of a violation. In the case of the report apparently conducted at JFK, no violation was issued from it. The other investigation in Rockaway Beach arose out of an injury to a Bancker Electric employee. New OSHA rules (enacted only two weeks prior to the injury) required us to report the injury to OSHA. They then conducted an investigation and issued a "serious" violation. However, Phillip M. Beyer and our Director of Safety, Michael Quinn, met with OSHA's regional manager at their office and conducted an informal conference, at which Bancker was given the opportunity to present information and documentation in support of our defense. As a result, OSHA withdrew the notice of violation. So neither of these OSHA reports resulted in a violation.

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

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

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

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

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

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

I. BUSINESS CHARACTERISTICS			
g) <input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? (Select "N/A" if <u>Principal Place of Business</u> is in New York State.)			<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. (Attach additional pages if necessary.)			
Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
Charles Madsen	President	15%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Stephen M. Beyer	Treasurer	35%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	Secretary	35%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	Vice President	15%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former

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

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

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

III. CONTRACT HISTORY	
3.0	List the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_a.doc If less than ten, include most recent subcontracts on projects up to that number.
3.1	List all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/attachment_b.doc .

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
4.0 Been suspended or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p><i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i></p>	

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p><i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u>/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i></p>	

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

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

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

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

VIII. LEADERSHIP INTEGRITY

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

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

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

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

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

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

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

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

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project \$15,000,000.00

b. Aggregate (All Projects) \$50,000,000.00

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

1st Year (Indicate year) 2016
Gross Sales \$15,583,763.00

2nd Year (Indicate year) 2015
Gross Sales \$15,672,186.00

3rd Year (Indicate year) 2014
Gross Sales \$13,625,069.00

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

(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year) 2017
Amount \$21,300,000.00

2nd Year (Indicate year) 2016
Amount \$15,775,000.00

3rd Year (Indicate year) 2015
Amount \$15,672,000.00

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

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). ☐ Yes ☒ No

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

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

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

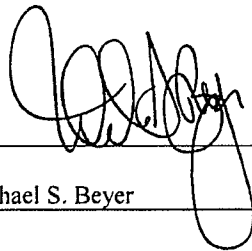
Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Officer



Printed Name of Signatory

Michael S. Beyer

Title

Secretary

Name of Business

Baltray Enterprises, Inc. dba Bancker Electric

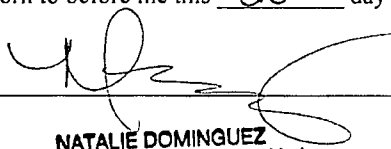
Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 20th day of April, 2018;



Notary Public

NATALIE DOMINGUEZ
Notary Public, State of New York
No. 01DO6330489
Qualified in Nassau County
Commission Expires Sept. 14, 2019

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

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

NYS Vendor ID: **1100037599**

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

1.	Agency/Owner National Grid – Glenwood Auxiliary Power Generator	Award Date 10/2017	Amount \$83,000	Date Completed 2/2018
	Contact Person Karol Albano, Procurement	Telephone No. (516) 545-5021	Designer Architect and /or Design Engineer National Grid	
	Contract No. CP10190	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	
2.	Agency/Owner Woodmere Fire District – Emergency Generator at Headquarters	Award Date 7/2017	Amount \$128,591	Date Completed 1/2018
	Contact Person Michael Lantier, Electrical Engineer	Telephone No. (631) 756-8000	Designer Architect and /or Design Engineer H2M Architects + Engineers	
	Contract No. WM 1501	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	
3.	Agency/Owner East Moriches Fire Dept. – Full Installation of Fire House Backup Generator	Award Date 6/2017	Amount \$68,495	Date Completed 2/2018
	Contact Person John Hulse, Chairman	Telephone No. (631) 740-4110	Designer Architect and /or Design Engineer EMTEC	
	Contract No. 16-5666	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	
4.	Agency/Owner Seaview Water District – Fire Island PNL Replacement	Award Date 2/2018	Amount \$26,090.82	Date Completed 3/2018
	Contact Person Jeffrey Zahradka, Eagle Control	Telephone No. (631) 924-1315	Designer Architect and /or Design Engineer N/A	
	Contract No. #L18007	Prime or Sub Subcontractor	Joint Venture (JV) Name, if applicable N/A	
5.	Agency/Owner Village of Lawrence – Pole Installations	Award Date 11/2016	Amount \$34,000	Date Completed 02/2017
	Contact Person Gerry Castro, Deputy Administrator	Telephone No. (516) 239-4600	Designer Architect and /or Design Engineer Owner	
	Contract No. VOL-01	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

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

NYS Vendor ID: 1100037599

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

6.	Agency/Owner	Pinnacle Rock Facility Solutions – Electrical Maintenance		Award Date	10/2016	Amount	\$20,089	Date Completed	11/2016
	Contact Person	Krysta Coakley	Telephone No.	(603) 465-8009	Designer Architect and /or Design Engineer	N/A			
	Contract No.	#B67816	Prime or Sub	Prime	Joint Venture (JV) Name, if applicable	N/A			
7.	Agency/Owner	PSEG Long Island – EF Barrett Substation		Award Date	8/2016	Amount	\$427,600	Date Completed	4/2017
	Contact Person	Jim Ruthnoski	Telephone No.	(516) 315-4138	Designer Architect and /or Design Engineer	PSEG			
	Contract No.	#MA00004452	Prime or Sub	Prime	Joint Venture (JV) Name, if applicable	N/A			
8.	Agency/Owner	PSEG Long Island – Far Rockaway Substation		Award Date	8/2016	Amount	\$842,000	Date Completed	3/2017
	Contact Person	Jim Ruthnoski	Telephone No.	(516) 315-4138	Designer Architect and /or Design Engineer	PSEG			
	Contract No.	#MA00004452	Prime or Sub	Prime	Joint Venture (JV) Name, if applicable	N/A			
9.	Agency/Owner	mindSHIFT Technologies, Inc. – Data Expansion Center		Award Date	11/2015	Amount	\$4,340,317	Date Completed	05/2016
	Contact Person	Timothy March	Telephone No.	(631) 864-0277	Designer Architect and /or Design Engineer	HLW International			
	Contract No.	#B56615	Prime or Sub	Prime	Joint Venture (JV) Name, if applicable	N/A			
10.	Agency/Owner	Babylon UFSD Jr./Sr. HS – Instructional Space Interior Renovations		Award Date	6/2016	Amount	\$623,150	Date Completed	12/2016
	Contact Person	Joseph Abruzzo	Telephone No.	(631) 475-0349	Designer Architect and /or Design Engineer	B.B.S. Architects + Engineers			
	Contract No.	B.B.S. #14-255	Prime or Sub	Prime	Joint Venture (JV) Name, if applicable	N/A			

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

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

NYS Vendor ID: 1100037599

Question 3.1: List all current uncompleted construction contracts:

1. Agency/Owner PSEG Long Island – Central Islip Substation Cable Replacement		Award Date 3/2018		Completion Date 5/2018	
Contact Person Jim Rutimoski	Telephone No. (516) 315-4138	Designer Architect and/or Design Engineer PSEG			
Contract No. #MA00005558	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$138,000		Amount Sublet to others \$13,800		Uncompleted Amount \$65,000	
2. Agency/Owner PSEG Long Island – Pilgrim 13kV Switchgear Project					
Contact Person Jim Rutimoski	Telephone No. (516) 315-4138	Designer Architect and/or Design Engineer PSEG			
Contract No. #MA00005548	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$407,000		Amount Sublet to others \$40,700		Uncompleted Amount \$407,000	
3. Agency/Owner East Williston UFSD – 2016/17 Capital Improvement Program Phase II Wheatley HS / Willets Rd. MS					
Contact Person John Grillo	Telephone No. (631) 476-2161	Designer Architect and/or Design Engineer John A. Grillo, Architect			
Contract No. 28-04-02-03-0-001-03228-04-02-03-0-003-025	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$251,885		Amount Sublet to others \$0.00		Uncompleted Amount \$251,885	
4. Agency/Owner Incorporated Village of Ocean Beach – Ferry Terminal					
Contact Person Christian Rojas / Joseph Catropa	Telephone No. (631) 286-8668	Designer Architect and/or Design Engineer L.K. McLean Associates			
Contract No. OCB11 2017-2	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$470,363		Amount Sublet to others \$60,200		Uncompleted Amount \$470,363	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

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

NYS Vendor ID: 1100037599

Question 3.1: List all current uncompleted construction contracts:

5.		Agency/Owner City of Glen Cove – Kelly Street Substation Electrical System Improvements		Award Date 10/2017	Completion Date 5/2018
Contact Person Michael Savarese	Telephone No. (516) 364-9890	Designer Architect and/or Design Engineer D&B Engineers & Architects			
Contract No. #0283 WDM-22B	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$286,958		Amount Sublet to others \$110,000		Uncompleted Amount \$10,000	
6.		Agency/Owner Riverhead Central School District – Buildings & Grounds Maintenance Building and Bus Garage Demo & Site Restoration		Award Date 10/2017	Completion Date 9/2018
Contact Person Gary Schiede	Telephone No. (631) 475-0349	Designer Architect and/or Design Engineer B.B.S. Architects + Engineers			
Contract No. B.B.S. #15-309 / 15-304	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$218,000		Amount Sublet to others \$20,000		Uncompleted Amount \$163,500	
7.		Agency/Owner Port Washington Water District – Beacon Hill Elevated Tank Replacement		Award Date 5/2017	Completion Date 6/2018
Contact Person Paul Granger	Telephone No. (516) 767-0171	Designer Architect and/or Design Engineer D&B Engineers & Architects			
Contract No. D&B #3665	Prime or Sub Subcontractor	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$275,716		Amount Sublet to others \$0.00		Uncompleted Amount \$165,400	
8.		Agency/Owner Town of Hempstead Water Dept. - Lido-Point Lookout Iron Removal Well 3		Award Date 1/2017	Completion Date 11/208
Contact Person John Reinhardt, Commissioner	Telephone No. (516) 227-0269	Designer Architect and/or Design Engineer Dvirka & Bartucci			
Contract No. #TOH PW5-15	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable N/A	
Total Contract Amount \$461,000		Amount Sublet to others \$65,000		Uncompleted Amount \$184,400	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

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

NYS Vendor ID: 1100037599

Question 3.1: List all current uncompleted construction contracts:

9.		Agency/Owner PSEG Long Island – Park Place Reinforcement Project		Award Date 3/2018	Completion Date 6/2018
Contact Person Anil Mathew, Project Procurement	Telephone No. (516) 949-8590	Designer Architect and /or Design Engineer PSEG Long Island			
Contract No. MA00005563	Prime or Sub Subcontractor	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A		
		Total Contract Amount \$1,518,000	Amount Sublet to others 0.00	Uncompleted Amount \$1,518,000	
10.					
Agency/Owner PSEG Long Island – Floral Park Reinforcement Project					
Contact Person Anil Mathew, Project Procurement	Telephone No. (516) 949-8590	Designer Architect and /or Design Engineer PSEG Long Island			
Contract No. MA00005591	Prime or Sub Subcontractor	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable N/A		
		Total Contract Amount \$988,000	Amount Sublet to others \$0.00	Uncompleted Amount \$988,000	
Grand Total All Uncompleted Contracts				\$ 4,223,548.00	



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: 6/12/18

1) Proposer's Legal Name: BANCKER CONSTRUCTION CORP

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

List all other business addresses used within last five years:

None

3) Mailing Address (if different): _____

Phone : (631) 582-8880

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number _____

5) Federal I.D. Number: _____

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: An Affiliate, Bancker Electric

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. Affiliates:
Bancker Electric, Bancker Environmental
- 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 X No ____ If Yes, provide details for each such occurrence. NYS PSC Consent order - Settlement regarding Code 753 non-compliance (see attached)

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.

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

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

Should the proposer be other than an individual, the Proposal **MUST** include: *Items A-C*

- 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 *See attached CCA-2*

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



BANCKER CONSTRUCTION CORP.

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

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

i) Formed: 11/25/1958

ii) Persons having financial interest in the company:

Michael S. Beyer President/Treasurer

Phillip M. Beyer Exec. Vice President/
Secretary

iii) Officers:

Stephen M. Beyer CEO

Michael S. Beyer President/Treasurer

Phillip M. Beyer Exec. Vice President/
Secretary

iv) State of Incorporation: New York

v) Number of employees in firm:

vi) Annual revenue of firm

vii) Summary of relevant accomplishments: over 60 years experience

viii) State and local licenses - N/A

B. Number of years in business: 60 Years

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



BANCKER CONSTRUCTION CORP.

Nassau County DPW

Business History Form
Questions #14(e)

Though OSHA apparently conducted two field reports during the time period in question, neither "report" led to the issuance and prosecution of a violation. In the case of the report apparently conducted at JFK, no violation was issued from it. The other investigation in Rockaway Beach arose out of an injury to a Bancker Electric employee. New OSHA rules (enacted only two weeks prior to the injury) required us to report the injury to OSHA. They then conducted an investigation and issued a "serious" violation. However, Phillip M. Beyer and our Director of Safety, Michael Quinn, met with OSHA's regional manager at their office and conducted an informal conference, at which Bancker was given the opportunity to present information and documentation in support of our defense. As a result, OSHA withdrew the notice of violation. So neither of these OSHA reports resulted in a violation.

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

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the New York State VendRep System.**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

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

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

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

I. BUSINESS CHARACTERISTICS

1.2 Is the Legal Business Entity publicly traded? ☐ Yes ☒ No

If "Yes," provide the CIK code or Ticker Symbol:

1.3 Is the Business Entity currently registered to do business in New York State?
Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership ☒ Yes ☐ No
☐ Not Required

If "No," explain why the Business Entity is not required to be registered to do business in New York State:

1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture. ☐ Yes ☒ No

1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?
(Select "N/A" if Principal Place of Business is in New York State.) ☐ Yes ☐ No
☒ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise? ☐ Yes ☒ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
Stephen M. Beyer	Chief Executive Officer	0	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Michael S. Beyer	President & Treasurer	50%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
Phillip M. Beyer	ExecVice President & Secretary	50%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

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



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

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?

☒ Yes ☐ No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.
If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?

☒ Yes ☐ No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.
Note: Ongoing projects must be included.*

IV. INTEGRITY – CONTRACT BIDDING

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

V. INTEGRITY – CONTRACT AWARD

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

V. INTEGRITY – CONTRACT AWARD

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

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

VI. CERTIFICATIONS/LICENSES

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

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

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

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

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

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

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

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

VIII. LEADERSHIP INTEGRITY

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

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

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

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

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project \$20,000,000.00	b. Aggregate (All Projects) \$60,000,000.00	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) 2017 Gross Sales \$71,000,000.00	2nd Year (Indicate year) 2016 Gross Sales \$60,263,897.00	3rd Year (Indicate year) 2015 Gross Sales \$60,165,039.00
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) 2017 Amount \$45,000,000.00	2nd Year (Indicate year) 2016 Amount \$30,715,000.00	3rd Year (Indicate year) 2015 Amount \$25,779,000.00
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)		



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

X. FREEDOM OF INFORMATION LAW (FOIL)

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

☐ Yes ☒ No

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

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

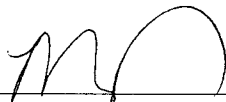
**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)****Certification**

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

The undersigned certifies that he/she:

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

Signature of Owner/Official



Printed Name of Signatory

Phillip M. Beyer

Title

Exec. Vice President

Name of Business

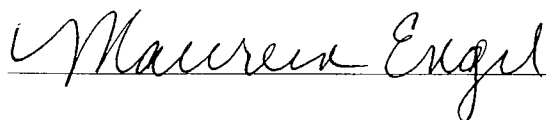
Bancker Construction Corp.

Address

218 Blydenburgh Road

City, State, Zip

Islandia, NY 11749

Sworn to before me this 14 day of March, 2018;

Notary Public

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

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

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

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
Agency/Owner	Telephone No.	Design Architect and /or Design Engineer	Award Date	Amount	Date Completed	
1. Agency/Owner Roux Associates - ExxonMobil - Structure Removal	(631) 232-2600	Roux Associates, Inc.	11/1/2017	\$477,000.00	2/1/2018	
Contact Person Christopher Proce						
Contract No.	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
2. Agency/Owner Suffolk County Water Authority - Water Main - Sag Harbor	(631) 563-0386	SCWA	11/1/2016	\$826,000.00	5/31/2017	
Contact Person Frederick C. Berg						
Contract No.	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
3. Agency/Owner Posillico Group - Route 347 Water Main	(631) 249-1872	Lockwood, Kessler & Bartlett	1/1/2016	\$850,000.00	12/31/2017	
Contact Person Fred W. Locher, Vice President						
Contract No.	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
4. Agency/Owner Ruttura & Sons Construction Co., Inc. - Fresh Direct - Water Main	(631) 454-0291		8/1/2015	\$1,600,000.00	10/31/2017	
Contact Person Richard Pearsall						
Contract No.	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
5. Agency/Owner Structuretone - HBO Gas Mains	(917) 574-8547		11/1/2016	\$115,000.00	3/31/2017	
Contact Person Michael Albanese						
Contract No.	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	

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

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

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

6.	Agency/Owner Turner Construction Company - PS332Q	Telephone No. (212) 229-6000	Designer Architect and /or Design Engineer NYC School Construction Authority	Award Date 10/14/2015	Amount \$1,715,000.00	Date Completed 9/30/2017
	Contact Person Michael Williams, Project Manager					
	Contract No. C000013981	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Northline Utilities - Pole Foundations - East Moriches	Telephone No. (518) 647-8198	Designer Architect and /or Design Engineer PSEG	Award Date 2/1/2017	Amount \$1,000,000.00	Date Completed 5/31/2017
	Contact Person Michael Rank					
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner National Grid - Coney Island - Excavation & Dewatering	Telephone No. (516) 545-3465	Designer Architect and /or Design Engineer	Award Date 6/1/2017	Amount \$952,000.00	Date Completed 12/31/2017
	Contact Person Thomas Buckleman					
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Lend Lease (US) Construction - Southside Hospital - Wrap Around Switchgear	Telephone No. (212) 592-6700	Designer Architect and /or Design Engineer	Award Date 9/1/2016	Amount \$240,000.00	Date Completed 11/30/2017
	Contact Person Richard Steimel					
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Iannelli Construction - NYCSCA - Midwood School - Site Utilities	Telephone No. (718) 836-2000	Designer Architect and /or Design Engineer NYC School Construction Authority	Award Date 11/1/2016	Amount \$330,000.00	Date Completed 12/31/2017
	Contact Person Tom Iannelli					
	Contract No. N/A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

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

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner New York American Water - Main Laying	Telephone No. (516) 632-2216	Designer Architect and /or Design Engineer Owner	Award Date 1/1/2015	Completion Date 1/1/2019
	Contact Person John Kilpatrick				
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$30,000,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$5,000,000.00
2.	Agency/Owner Inc. Village of Rockville Centre	Telephone No. (516) 678-9313	Designer Architect and /or Design Engineer Village of Rockville Centre	Award Date 3/21/2017	Completion Date 12/31/2018
	Contact Person Kevin A. Reilly, P.E., Superintendent of Water				
	Contract No. 1701W1(865)	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$4,000,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$2,000,000.00
3.	Agency/Owner Skanska-Walsh - 12" Gas Main - LaGuardia Airport	Telephone No. (917) 417-4326	Designer Architect and /or Design Engineer	Award Date 6/1/2016	Completion Date 12/31/2018
	Contact Person Charles Schoch				
	Contract No.	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$6,000,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$800,000.00
4.	Agency/Owner PSEG - Physical/Mechanical Assist	Telephone No. (516) 792-2712	Designer Architect and /or Design Engineer Owner	Award Date 5/1/2016	Completion Date 5/1/2019
	Contact Person Nicholas De Pascale				
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
			Total Contract Amount \$3,000,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$1,650,000.00

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

Vendor Name: **BANCKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421****Question 3.1: List all current uncompleted construction contracts:**

5.	Agency/Owner Suffolk County Water Authority - Directional Drill Water Mains												
	Contact Person Frederick C. Berg, Director of Construction	Telephone No. (631) 563-0386	Designer Architect and /or Design Engineer Owner										
	Contract No. 7338	Prime or Sub Prime	Joint Venture (JV) Name, if applicable										EIN of JV, if applicable
			Total Contract Amount \$2,000,000.00		Amount Sublet to others \$0.00		Uncompleted Amount \$800,000.00						
6.	Agency/Owner Citnalka Construction Corp. - Site Utilities - PS19Q												
	Contact Person Ray Sajski	Telephone No. (631) 563-1110	Designer Architect and /or Design Engineer NYC School Construction Authority										
	Contract No. C000014379	Prime or Sub Sub	Joint Venture (JV) Name, if applicable										EIN of JV, if applicable
			Total Contract Amount \$1,225,000.00		Amount Sublet to others \$0.00		Uncompleted Amount \$1,225,000.00						
7.	Agency/Owner DeMetteis Construction - Site Utilities - PS24Q												
	Contact Person James Kilbride	Telephone No. (516) 285-5500	Designer Architect and /or Design Engineer NYC School Construction Authority										
	Contract No. C000014384	Prime or Sub Sub	Joint Venture (JV) Name, if applicable										EIN of JV, if applicable
			Total Contract Amount \$1,300,000.00		Amount Sublet to others \$0.00		Uncompleted Amount \$1,050,000.00						
8.	Agency/Owner SUNY Maritime - State University Construction Fund - Water Main												
	Contact Person William Herrmann	Telephone No. (718) 409-2882	Designer Architect and /or Design Engineer State University Construction Fund										
	Contract No. T006303	Prime or Sub Prime	Joint Venture (JV) Name, if applicable										EIN of JV, if applicable
			Total Contract Amount \$2,000,000.00		Amount Sublet to others \$0.00		Uncompleted Amount \$700,000.00						



**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: **BANKER CONSTRUCTION CORP.**NYS Vendor ID: **1000056421****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner Manhasset Lakeville Water District - Pembroke Area - Water Main	Telephone No. (516) 466-4416	Designer Architect and /or Design Engineer D&B Engineers & Architects	Award Date 10/1/2017	Completion Date 9/30/2018
	Contact Person Paul Schrader	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
	Contract No. W17-45	Prime or Sub Prime	Total Contract Amount \$3,500,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$3,500,000.00
10.	Agency/Owner National Grid - Brooklyn Navy Yard Gate Station	Telephone No. (516) 545-3465	Designer Architect and /or Design Engineer National Grid	Award Date 11/1/2017	Completion Date 10/30/2018
	Contact Person Thomas Buckleman	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable		
	Contract No.	Prime or Sub Prime	Total Contract Amount \$4,900,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$4,400,000.00

Grand Total All Uncompleted Contracts	\$21,125,000.00
--	------------------------

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

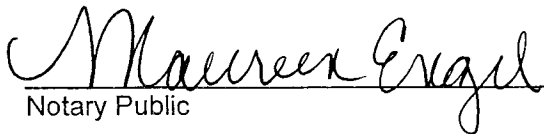
CERTIFICATION

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

I, **PHILLIP M. BEYER**, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June

2018




Notary Public

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

Name of submitting business: BANCKER CONSTRUCTION CORP

By: **PHILLIP M. BEYER**

Print name


Signature
EXEC. VICE PRESIDENT

Title

6 / 12 / 18
Date

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

1. Name of the Entity: BANCKER CONSTRUCTION CORP

Address: 218 Blydenburgh Road
Islandia, NY 11749

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify) _____

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

STEPHEN M. BEYER

C.E.O.

MICHAEL S. BEYER

PRESIDENT

TREASURER

PHILLIP M. BEYER

EXEC. VICE PRESIDENT

SECRETARY

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

MICHAEL S. BEYER

95 Brookville Lane
Old Brookville, NY 11545

PHILLIP M. BEYER

10 White Gate Drive
Old Brookville, NY 11545

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

Baltray Enterprises Inc. d/b/a Bancker Electric
Bancker Environmental LLC
Both are affiliates having common
ownership.

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

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

None

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

None

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

None

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

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

Dated: 6/12/18

Signed:

Print Name:

PHILLIP M. BEYER

Title:

EXEC. VICE PRESIDENT

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

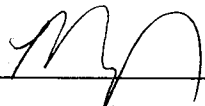
PHILLIP M. BEYER EXEC. VICE PRESIDENT

6/12/18

Name and Title of Authorized Representative

m/d/yy

Signature



6/12/18
Date

BANCKER CONSTRUCTION CORP

Name of Organization

218 Blydenburgh Road
Islandia, NY 11749

Address of Organization

U.S. GPO: 1989 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.

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: BANCKER CONSTRUCTION CORP

TELEPHONE NUMBER: (631) 582-8880

WORK SITE OR FACILITY NAME: _____

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: _____

 _____ 6/12/18
Signature Date

PHILLIP M. BEYER EXEC. VICE PRESIDENT
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. S80031A

CONTRACTOR'S NAME
BANCORP CONSTRUCTION CORP
218 BLYDENBURGH ROAD
PO. BOX 970
ISLANDIA, NY

Project Description (Project Title, Facility Name and Address)
Requirements Contract for the
maintenance & repair of water
main & Appurten.

Total Contract Amt:

Bid Date: 6/12/18

618,313.65

Federal ID No.:

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

- ☐ Plumbing and Gas Fitting
☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box ☒ skip to bottom of form, and sign it as required.

Check (✓) only one.

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

Federal ID No.

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

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

Company Authorized Signature: M. Maureen Engel

Title: Contract Manager

Date: 6/12/18

NO TEXT ON THIS PAGE

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),

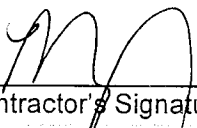
(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

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

Yes ___ No ___


(Contractor's Signature)

PHILLIP M. BEYER
EXEC. VICE PRESIDENT

BANKER CONSTRUCTION CORP
(Name of Business)

NO TEXT ON THIS PAGE

PROPOSAL

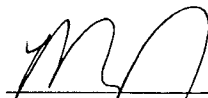
IRAN DIVESTMENT ACT – CERTIFICATION

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

6/12/18
Date

PHILLIP M. BEYER EXEC. VICE PRESIDENT
Print Name and Position

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 60 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 60 years
b. as a Subcontractor 60 years

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

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

SEE ATTACHED

CCA-2 FORM

(use additional blank sheets if additional space is necessary)

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

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

SEE ATTACHED

CCA-2 FORM

Previous successful bidder/contract holder

(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?

If so, state name of individual, name of owner and reason therefor:

No

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

None

9. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of Work	In What Capacity
----------------------	----------------------------------	--	----------------------------------	------------------------

SEE ATTACHED

**ORGANIZATIONAL
CHART**

(use additional blank sheets if additional space is necessary)

10. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, Etc.	Year of Service	Present Location
------	---	--------------------	---------------------

SEE ATTACHED EQUIPMENT LIST

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE



BANCKER CONSTRUCTION CORP.

BANCKER CONSTRUCTION CORPORATION
ORGANIZATIONAL CHART
KEY PERSONNEL

STEPHEN M. BEYER
Chief Executive Officer

Experience: M.S. Environmental Engineering
Rensselaer Polytechnic Institute – Over 40 years
experience in multi-million dollar utility and heavy
construction.

MICHAEL S. BEYER
President & Treasurer

Experience: B.S. Business Administration Syracuse
University – Over 25 years experience in project
planning & execution, and administration of personnel
and equipment for multi-million-dollar utility & heavy
construction.

PHILLIP M. BEYER, Esq.
Exec. Vice President & Secretary

Experience: B.A. George Washington University; J.D.
Brooklyn Law School – over 10 years experience as in-
house counsel, focus of practice on construction and
commercial litigation; member of NY and NJ bars.

CHARLES MADSEN
Vice President & Chief of Field Operations

Experience: B.S. Construction Technology, SUNY
Farmingdale – Over 40 years experience in general and
utility construction, specializing in gravity sewer
systems, drainage pipeline, pipe jacking and horizontal
earth boring.

JOHN TIBERIA
General Manager

Experience: Over 25 years experience in general,
plumbing and utility construction. Specializes in
diagnosing emergency water breaks and implementing
creative solutions. Manages supervisory staff for 300 plus
union field workers.

TRACY BURGESS LEVY
Director of Business Development

Experience: B.A. Communications, New York
Institute of Technology Old Westbury – over 32 years
experience in media & communications, over 20 years
experience at gas & electric utility, extensive experience
with community outreach projects, city relations and
governmental affairs.

LOUIS DIGRAZIA
Vice President – Bancker Electric

Experience: Over 30 years experience in the
construction industry including power generation and
distribution, waste/water treatment and critical
facilities operations in municipal work.

KEVIN TYBURSKI, CPA
Chief Financial Officer

Experience: B.S. Accounting, St. Joseph's College,
Patchogue, NY – Over 20 years experience in both
public and private accounting. Member of the
NYSSCPA & the AICPA

BEVERLY CHASINOV
Controller

Experience: Over 35 years experience in all aspects of
commercial construction accounting. Fluent in various
utility and construction billing portals. Oversees benefit
and rate adjustments for more than 19 NYC and LI staff
union members

THOMAS D. MASTROCINQUE
Health & Safety Manager

Experience: Over 20 years experience in utility
construction. M.S. Education – SUNY Old Westbury
College. Safety certifications include but are not limited
to: OSHA 510, 40-Hr. Hazardous Waste Worker
Supervisor, Certified Safety Professional (CSP) and
Certified Utility Safety Professional (CUSP).

MICHAEL QUINN
Director of Safety

Experience:

Over 25 years experience as a safety and environmental
professional in the utility and heavy civil industry
including power generation, transmission and
distribution, wastewater treatment, and heavy highway.
Expertise in safety management systems, safety leadership
programs, OSHA training, auditing and safety
administration.



BANCKER CONSTRUCTION CORP.

**BANCKER CONSTRUCTION CORPORATION
ORGANIZATIONAL CHART
KEY PERSONNEL**

KEVIN C. KASZUBA, P.E.
Director of Water Operations & Chief Engineer

Experience: N.Y. State Professional Engineer – BE (Civil) Manhattan College; MS (Civil) New York Polytechnic Institute – Over 40 years experience in utility construction. Develops innovative work methods for completing complex subsurface designs.

CHARLES D. GIUDICE
Sr. Construction Manager

Experience: B.S. Long Island University – Over 40 years experience in utility construction. Responsible for procurement of permits and materials. Gas Safety Officer, Mechanical Project Supervisor & Manager for Environmental Rehabilitation Assist Projects. Hazwoper 40 certified, OSHA 30, OSHA 10, Confined Space, NYS Certified EMT.

REBECCA WINIK, R.A.
Project Coordinator

Experience: B.A. University of Pennsylvania; Master of Architecture I, Yale University – Over 5 years experience in architectural design, building construction, and construction management. Geothermal and other alternative energy projects a specialty.

JAMES MEYERS
QA/QC Manager, Gas Utilities

Experience: Over 47 years experience in gas transmission and distribution main construction. Five years inspector and quality control oversight of steel and plastic pipe work, regulator stations and services.

BRIAN THOMAN
Project Manager

Experience: B.S. Construction Management & B.S. Architectural Engineering, SUNY Farmingdale - Over 15 years experience in general and utility construction with a specializing in water detention system installations.

ANTHONY ROMANO
Project Manager

Experience: B.S. Architectural Engineering, SUNY Farmingdale – Over 10 years experience in commercial and general construction including estimating, project management and technology solutions for field productivity tracking.

JOSEPH T. BRUCIA, JR.
Chief Construction Superintendent – Civil

Experience: Over 30 years experience in road and utility construction and maintenance. Interacts with all NYS, NYC and LI permitting authorities on all aspects of road restoration requirements and standards.

WILLIAM CONE
Chief General Construction Superintendent – Utility

Experience: Over 25 years experience in general and utility construction. Supervisor for communications, gas and civil construction crews in the NYC and LI work territory.

GARRY HEINEMANN
General Construction Superintendent – Trenchless Installations

Experience: Over 40 years experience in utility construction, with a focus on directional drilling operations. Administer Trenchless technology solutions for electric, water, gas and telecommunications clients.

RAYMOND RUDDEN
Water Main Superintendent

Experience: Over 30 years experience in water main and utility construction. Responsible for material and manpower management at satellite staging yards in Bancker service territory.

ROSARIO PUGLISI
Superintendent

Experience: Over 25 years experience in shoring, deep excavation and utility construction. Specializes in deep excavation for multiple subsurface infrastructure installations.



BANCKER CONSTRUCTION CORP.

**BANCKER CONSTRUCTION CORPORATION
ORGANIZATIONAL CHART
KEY PERSONNEL**

PATRICK PATTERSON

Supervisor - Electric Utility Construction

Experience:

Over 27 years experience in the electric utility industry, managing multiple million dollar projects for both overhead and underground line construction. Extensive experience in transmission and substation renovation and maintenance.

NELSON RAMALHETE

Supervisor - Utility Construction

Experience: Over 25 years experience in general and utility construction. Concentration of specialty includes all phases of concrete, water and drainage.

ARTHUR DLUGOWSKI

Supervisor - Utility Construction

Experience: Over 35 years of plumbing, telecommunications, electric and general utility construction. Interact with clients for installation of precast utility vaults and oversee telecommunication subsurface infrastructure across Bancker service territory.

CATHERINE MORIARTY

Supervisor - Water Utility Construction

Experience: B.S. Civil Engineering, Manhattan College. Over 3 years of water main construction. OSHA 30 Estimates and executes field installation of water mains across NYC, Westchester and LI.

WALTER W. BEHRENS

Technical Consultant

Experience: B.S. Construction Management Syracuse University - Over 40 years experience in engineering and utility facilities: electrical, gas, water, and telecommunications.

MAUREEN ENGEL

Contracts Manager

Experience: Over 25 years experience in administration of multi-million dollar construction projects. Assists all senior management personnel in bid submissions. Oversees proper verifications and certifications for construction project initiation.

CAROLYN DURANT

Special Operations Manager

Experience: Over 20 years experience in administration of multi-million dollar construction projects. Resource planning specialist for unique procurement needs.

**EQUIPMENT LIST****EXCAVATORS**

Caterpillar 314C	7
Caterpillar 315C	1
Caterpillar 321	1
Caterpillar 322	1
Caterpillar 330	1
Caterpillar 305	1
Samsung SE 210	1
John Deere 892	1
Komatsu 128	1

BACKHOES

John Deere 410 4X4	12
John Deere 710 4X4	1
Caterpillar 446 4X4	1
Caterpillar 430 4X4	1

PAVING & COMPACTION

Ingersoll Rand 5-Ton - VIB	1
Caterpillar 5-Ton - VIB	1
BOMAG 5-Ton - VIB	1
HYPAC 10-Ton Static	1
IR Walk-Behind	1
Hyster 10-Ton Vibratory Tow	1
LecBoy Path Master	1
Trench Compactors	10

PIPELINE EQUIPMENT

Tapping Machines	10
Pipe Saws	20
Generators	10
Manhole Blowers	10
Lasers	2
Fusion Machines Up To 20"	12
Hydro-Stop Equipment	2
Welders	3
Pipeline Test Equipment	

TRENCHERS

Ditch Witch 1620	1
Vermeer 2050	1

DOZERS

John Deere 450J	1
CAT D-6 LGP	1

JACKING, BORING & DIRECTIONAL DRILLING EQUIPMENT

Pneumatic Piercing Tools (Missiles)	10
24" AA Boring Machine	1
36" AA Boring Machine	1
Vermeer D24-40 Navigator	1
Vermeer D33-50 Navigator	1
Vermeer D100-120 Navigator	1
Mud Mixing Trucks	2
Mud Mixing Trailer	1

COMPRESSORS

185 CFM	18
175 CFM	3

MAINTENANCE & PROTECTION OF TRAFFIC

1/4" & 1/2" Road Plates	40
2" Road Plates	20
Arrow Boards	10
I. R. Light Towers	15
D.O.T. Attenuator Trucks	4
Jersey Barrier	1,000 LF

DEWATERING

Godwin Pt. Repair Well-Point System	1
Thomson Trench Well-Point System	1
Thomson Jet Pump System	1
6" Trash Pumps	2
4" Trash Pumps	2
3" Trash Pumps	15
3" Mudsucker Pumps	20
3" Air Pumps	10

TRUCKS

10-Wheel Dump	4
10-Wheel Dump W/Boom	3
6-Wheel Dump	2
6-Wheel Dump W/Boom	4
Vans	2
Utility Trucks	20
Tractors	4

TRAILERS

50 Ton Low Bed Equipment Trailer	2
20-Ton Tag-A-Long	8
20-Ton Tilt	6
5-Ton Tag-A-Long	2
36 CY Dump Trailers	3
Flat Bed Trailer	2
Drop Deck Trailer	1
Water Tank Trailer	1

LOADERS

Caterpillar 930	4
Caterpillar IT28G	1
Caterpillar 924	1
Caterpillar 247	1
BobCat 783	1

PAVEMENT CUTTERS & MILLERS

Vermeer CC155 Cutter	1
Vermeer CC 145 Cutter	1
Vermeer CC 145-Miller	1
TigerCat Street Miller	2
Wirtgen 120F Miller	1

MISCELLANEOUS EQUIPMENT

Trench Boxes	20
R T Fork Lift	1
Finn Hydro-Seeder	1
Demolition Hammer	1
Steel Shoring Driver	2
Z Sheets (Steel Shoring)	

VACUUM EXCAVATION EQUIPMENT

Vermeer Vacuum Excavation Trailers	2
GapVax Truck Mounted Vacuum Excavators	4

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.

Previous Requirements Contract Contractor
Nassau County Contractor for over 60 years.

(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.

per NCDPW specifications/requirements

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.

John Tiberia

15. Insurance carried by your firm:

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

SEE ATTACHED Sample Insurance Certificate

NO TEXT ON THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

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

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

PRODUCER Reseco Insurance Brokers, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020		CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 FAX (A/C, No): 602-419-2242 E-MAIL ADDRESS: certificates@resecoadvisors.com	
INSURED Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749-0970		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic General Insurance Corporation INSURER B: Endurance American Specialty INSURER C: Ace American Ins Co INSURER D: INSURER E: INSURER F:	
6708		NAIC # 24139 41718	

COVERAGES

CERTIFICATE NUMBER: 607902080

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> \$5,000 Ded/Occur GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A2CG98121707	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A2CA98121707	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			EXC1007287601	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A2CW98121707	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Pollution Liability			CPYG24543407004	7/1/2017	7/1/2018	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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

Evidence of Insurance Only

CERTIFICATE HOLDER

CANCELLATION

Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749-0970	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

PROPOSAL

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

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

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

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

BANCKER CONSTRUCTION CORP

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

Individual's Social Security Number: _____

Firm or Corporation's Federal ID Number: _____

Firm or Corporation's Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: _____ Date: 6/12/18

(Print): PHILLIP M. BEYER Title: EXEC. VICE PRESIDENT

WHERE BIDDER IS A CORPORATION, ADD

ATTEST:

Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

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

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

PHILLIP M. BEYER

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 12 day of Ju 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)

PHILLIP M. BEYER

he resides at [REDACTED] Being duly sworn, deposes and says: That
that he is the **EXEC. VICE PRESIDENT**

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 12 day of June 20 18.

Maureen Engel
Notary Public

MAUREEN ENGEL

Notary Public, State of New York

No. 01EN4942537

Qualified in Suffolk County

Commission Expires Sept. 26, 2018

NO TEXT ON THIS PAGE

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

March 15, 2019

Michael S. Beyer, President
Bancker Construction Corp.
218 Blydenburgh Road
Islandia, New York 11749

Dear Mr. Beyer:

As a result of bids received on June 12, 2018, for work to be done under:

CONTRACT NO: S80031A

TITLED: Requirements Contract for the Maintenance & Repair of Water Mains &
Appurtenances- 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 **36-2019**, 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 one million five-hundred thousand dollars (\$1,500,000.00), with the extension of two (2) additional years pending approval of the Nassau County Legislature. Under the terms of the contract documents you are required to submit the following at the execution of the contract:

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

2. Signing and Execution of the Contract: Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Thursday, March 21, 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.

Michael S. Beyer, President
Bancker Construction Corp.
March 15, 2019

Page 2

Re: Notice of Award

CONTRACT NO: S80031A

TITLED: Requirements Contract for the Maintenance & Repair of Water Mains &
Appurtenances- Various Locations

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

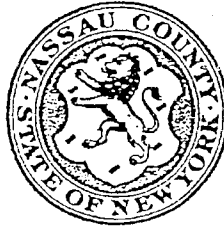


Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:RM:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Michael Puleo, Building Construction Estimator II

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 1, 2018

RE: Requirements Contract Maintenance and Repair of Water Mains and
Appurtenances, Various Locations, Nassau County, New York

CONTRACT NO.: S80031A

ADDENDUM No. 1

To all prospective Bidders:

1. Prospective Bidders are hereby informed the Bid Documents for the above noted project are amended as follows:

INSTRUCTIONS TO BIDDERS

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 \$50,000.00, 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 fifty thousand dollars (\$50,000.00). 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 instructions 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.

END OF ADDENDUM No. 1

Notice of Award

NO TEXT ON THIS PAGE

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

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

**REQUIREMENTS CONTRACT
MAINTENANCE AND REPAIR OF WATER MAINS
AND APPURTENANCES
NASSAU COUNTY, NEW YORK**

Contract No. S80031A

THIS AGREEMENT,

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

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

WITNESSETH:

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

GENERAL

Article I. THE CONTRACT

Except for titles, sub-titles, headings, running headlines, tables of contents and indexes (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of the Contract:

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

Article II. DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- A. "County"
Shall mean the County of Nassau represented by its County Executive, party of the first part.
- B. "Department"
Shall mean Nassau County Department of Public Works.
- C. "Contractor"
Shall mean the party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.
- D. "Commissioner"
Shall mean the Commissioner of the Department of Public Works of the County of Nassau or his duly authorized deputies.
- E. "Engineer"
Shall mean the person duly designated by the Commissioner to act as such, with the powers and duties as defined in the Contract Documents for the Engineer.

- F. "Inspector"
Shall mean an authorized representative of the Department assigned to make any and all necessary inspections of the Work performed and materials furnished by the Contractor.
- G. "Surety"
Shall mean any person, firm or corporation that has executed as Surety, the Contractor's Construction Bond securing the performance of this Contract.
- H. "The Work"
Shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both Contract Work and Extra Work.
- I. "Contract Work"
Shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, "The Contract", hereof, except Extra Work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.
- J. "Extra Work"
Shall mean Work other than that required either expressly or implicitly by the Contract in its present form. It may include Work in areas designated on the Plans as areas of future Work, or in areas within the Contract limits or adjacent thereto.
- K. "Contract" or "Contract Documents"
Shall mean each of the various parts of the Contract referred to in Article 1, "The Contract", hereof, both as a whole and severally.
- L. "Plans"
Shall mean only those Drawings specifically entitled as such and listed in the Specifications, or in any Addendum or Addenda.
- M. "Specifications"
Shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated as such.
- N. "Addendum or Addenda"
Shall mean the additional Contract provisions issued in writing by the Commissioner prior to the receipt of Bids.
- O. "Service of Notices"
The Contractor hereby designates the business address specified in his Bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notices, directions or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

1. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Commissioner.
 2. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any officer or director thereof.
- P. "Laboratory"
Shall mean the testing Laboratory of the Department, or any official Laboratory of the State of New York, or a Laboratory especially designated by the Commissioner for testing the materials to be used under this Contract.
- Q. "Project"
Shall mean the entire works to which this Contract relates.
- R. "Site"
Shall mean the area upon or in which the Contractor's operations are carried on, and such other areas as may be designated as such by the Engineer.
- S. "Sub-Contractor"
Shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment at the Site.
- T. "Final Acceptance"
Shall mean acceptance of the Work by the County Executive, as evidenced by his signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such Certificate.
- U. Whenever they refer to the Work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.
- V. "Bidder"
Shall mean the person, firm or corporation indicating his or its intention to and who does submit a formal Bid for the Work.
- W. "Act of God"
Shall mean "an act occasioned exclusively by violence of nature without the interference of any human agency. It means a natural necessity proceeding from physical causes alone without the intervention of man. It is an act, event, happening or occurrence, and disaster inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency. It is an accident which could not have been occasioned by human agency but proceeded from physical causes alone." Black Henry C., Black's

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

PERFORMANCE OF WORK

Article III. CONTRACTOR'S RESPONSIBILITY

- a. The Contractor shall do all the Work and furnish at his own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the Work. The Contractor shall be responsible for the entire Work until completed and accepted by the County.
- b. The said Work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the Work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Engineer.
- c. Unless otherwise expressly provided, the means and the methods of service shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject such means and methods thereon, shall not relieve the Contractor of his obligations to accomplish the result intended by the Contract, nor shall the exercise of such right create a cause of action for damages.

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

Article IV. COMPLIANCE WITH LAWS

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

Article V. INSPECTION

- a. During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the County every reasonable, safe and proper facility for inspecting the Work done or being done at the Site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any Work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory Work as herein specified.
- b. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such Work may have been previously approved and paid for.
- c. The County shall have the right to reject materials and workmanship which are defective, or require correction. Rejected Work and materials must be promptly taken down and removed from the Site, which must at all times be kept in a clean and neat condition.
- d. Should it be considered necessary or advisable by the County at any time before Final Acceptance of the entire Work to make examination of Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article XXII, "Extra Work", hereof.

Article VI. PROTECTION

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

The Contractor shall conduct his Work so as to interfere as little as practicable with the work of said municipal and public service corporations and any additional cost resulting from the failure to do so shall not be a claim against the County.

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

Article VII. INTERFERENCE WITH TRAFFIC

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

Article VIII. BOUNDARIES

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

TIME PROVISIONS

Article IX. TIME OF START AND COMPLETION

- a. The Contractor shall commence Work on the day specified in the

Notice To Proceed signed by the Commissioner. Time being of the essence for this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of transportation and disposal as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said Notice.

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

Article X. PROGRESS SCHEDULE

- a. To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall provide a proposed Schedule. The Schedule shall show the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding sequence and correlation of Work. The proposed Schedule shall be revised as directed by the Engineer, until finally approved by him, and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.
- b. Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor must notify the Engineer in writing of the effect, if any, of such change or Extra Work or suspension or other condition upon the previously approved Progress Schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Progress Schedule shall be revised by the Contractor as directed by the Engineer, until approved by him, and as so

approved, the revised Schedule must be strictly adhered to by the Contractor.

- c. If the Contractor shall fail to adhere to the approved Progress Schedule, or to the Schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such Schedule. Failure to comply with this requirement may result in the County invoking the terms and conditions stipulated in Article XXXVIII, "County's Right and Notice", hereof.

Article XI. APPROVAL REQUESTS

From time to time as the Work progresses and in the sequence indicated by the approved Progress Schedule, the Contractor must submit to the Engineer a specific request in writing for each item of information or approval required. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Engineer may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an Extension of Time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

Article XII. COORDINATION OF WORK

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

Article XIII. EXTENSION OF TIME

- a. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the Contract shall be effective unless consented to in writing by the Commissioner. An application by the Contractor for Extension of Time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Commissioner within five (5) days

after the start of the alleged delay. If the Commissioner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an Extension of Time equal to the number of days actually delayed if such Extension shall be required. If, however, the Commissioner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his subcontractors or material men, the Commissioner may refuse to grant an Extension of Time and direct the Contractor to rearrange the Progress Schedule and operations so as to complete the Work within the time set forth in the Contract.

- b. If the Commissioner deems it advisable and expedient to have the Contractor complete and finish the Work after the expiration of the Contract date of completion, and in order that the County fiscal officers may be permitted to make payment to the Contractor for Work performed beyond the completion date, the Commissioner will grant an Extension of Time necessary to complete the Work, conditional upon the assessment and deduction of Liquidated Damages from the monies which may become due hereunder.
- c. In the event of delay for any cause, the Contractor's sole remedy shall only be the Extension of Time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.
- d. Time necessary for review by the County of all submittals including vendors, etc., and delays incurred by normal seasonal and weather conditions should be anticipated and is neither compensatory nor eligible for Extensions of Time.

Article XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence of this Contract, and that there will be on the part of the County considerable monetary damage in the event the Contractor should fail to complete the Work within the time or times fixed for completion in the Contract or within the time to which such completion may have been extended. The sum per day fixed in Article LI, "Schedule of Requirements", hereof, for this Contract is hereby agreed upon as the Liquidated Damages for each and every calendar day that the time consumed in completing the Work exceeds the time allowed therefor. This amount shall in no event be considered a penalty or otherwise than as the Liquidated and adjusted Damages of the County because of the said delay and the party of the second part agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

SUBCONTRACTS AND ASSIGNMENTS

Article XV. LIMITATIONS AND CONSENT

- a. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract or his right, title or interest in or to it or any part thereof, or his power to execute it, or assign, by

power of attorney or otherwise, any of the monies due or to become due under this Agreement, unless the previous written consent of the County Executive shall first be obtained thereto. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

- b. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, firms or corporations rendering such services for supplying such materials.
- c. The County Executive reserves the right to limit the total amounts of Subcontracts to sixty percent (60%) of the total Contract price. Before making any Subcontract, the Contractor shall submit a written statement to the Commissioner for approval giving the name and address of the proposed Subcontractor, the portion of the Work and materials which he is to perform and furnish, and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the Work in accordance with the terms and conditions of this Contract.
- d. If the Commissioner finds that the proposed Subcontractor is qualified, he will notify the Contractor. The Contractor shall promptly, upon request, file with the Commissioner a conformed copy of the Subcontract. The Commissioner may revoke his approval of any Subcontractor when, in his opinion, such Subcontractor evidences an unwillingness or inability to perform his Work in strict accordance with this Contract.

Article XVI. RESPONSIBILITY

- a. The approval of the Commissioner of a Subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts or defaults of his Subcontractor and of such Subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the County.
- b. General Contractor's and all Subcontractors, as a condition precedent to being approved by the Department of Public Works to perform work on this Project, shall execute the Project Labor Agreement.
- c. In addition to the provisions of Article XV, "Limitations and Consent", and Article XVIII, "Contract Insurance", hereof, the Contractor, at the time of receiving approval from the Commissioner of the name of a Subcontractor, shall before permitting such Subcontractor to commence any Work contemplated by this Contract, furnish two certificates of Workmen's Compensation coverage of the employees of the said Subcontractor.

Such certificates shall be furnished to the Department of Public Works prior to the approval of such Subcontractor.

SECURITY AND GUARANTY

Article XVII. CONTRACT SECURITY

- a. The Contractor shall furnish both a "Performance Bond" and "Labor and Material Payment Bond" (copies of Bond Forms are provided with the Contract Bid Documents and must be used, no other Bond forms are acceptable). Each Bond shall be equal to one hundred percent (100%) of the Contract Price. Such bonds to be executed by a Surety Company licensed to do business in the State of New York. (Bonds secured by collateral or securities must be pre-approved by the County Comptroller). The "Performance Bond" and "Labor and Material Payment Bond" shall serve as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.
- b. All bonds shall remain in effect until the date of issuance of the Certificate of Completion by the County as described in Article XXXVII, "Final Payment", hereof.
- c. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which **must** be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.
- d. If at any time the County shall have become dissatisfied with any Surety or Sureties or if for any other reason such Bonds shall cease to be adequate security for the County, the Contractor shall, within five (5) working days after notice from the County Comptroller to do so, substitute acceptable Bonds in such form and sum and signed by such other Sureties as may be satisfactory to the County Comptroller. The premiums on such Bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Sureties shall have qualified.
- e. The Contractor will supply proof that the amounts of the premiums claimed have been paid in full. If paid on a schedule, they can be reimbursed on a schedule basis.

Article XVIII. CONTRACT INSURANCE

A. GENERAL

1. At the execution of this Contract, the Contractor must furnish those insurance policies as described below. Insurance certificates will be acceptable at the date of Contractor's signing, but policies must follow as soon as possible. Insurers must be licensed to conduct business in the State of New York.

2. All insurance policies must remain in effect for the duration of this Contract.
3. Limits of liability are described in Article LI, "Schedule of Requirements."
4. The Contractor will supply proof that the amounts of the premiums claimed have been paid in full. If paid on a schedule, they can be reimbursed on a schedule basis.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

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

C. WORKER'S COMPENSATION INSURANCE

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

D. OWNER'S PROTECTIVE PUBLIC LIABILITY INSURANCE

Owner's Protective Public Liability Insurance shall protect the County of Nassau, as the named insured, and must hold harmless and defend the County of Nassau against claims arising from the operations of the Contractor or his Subcontractor(s). This policy shall also protect, as additional insured, to the full limits of liability for each occurrence, such Municipalities, Municipal Subdivisions, and Fee Owners of properties as listed in the "Schedule of Requirements."

NOTE: The Contractor shall have the option, in lieu of providing a separate Owner's Protective Public Liability Insurance Policy, to add as additional insured, the County of Nassau, other Municipalities, Municipal Subdivisions and Fee Owners, to the Contractor's General Liability policy, provided that the schedule minimum limits of liability as referred to in the "Schedule of Requirements" is increased by the amount required for each additional insured.

E. BUILDER'S ALL RISK INSURANCE

Contractor's Builder's All Risk Insurance shall designate the County of Nassau as an additional insured, as interest may appear, and shall protect the project during the performance of the Contract. Builders All-Risk Insurance must remain in effect during the duration of this project.

Article XIX. MONIES RETAINED AGAINST CLAIMS AND LIENS

- a. The County may withhold from the Contractor so much of any approved payments due him as may, in the opinion of the Commissioner, be necessary as security against:

1. Just claims of any persons supplying labor or materials for the Work then due and unpaid;
 2. Loss due to defective Work not remedied; or
 3. Loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of his Subcontractors. In the event that one Contractor working on this Project makes a claim against the County for money damages for loss of time or for other reasons, which conditions are alleged to have caused or occasioned by the method of operation or lack of progress of another Contractor, and in the event that such allegations are substantiated in the opinion of the County, the County may assess in turn such money damages, against the offending Contractor.
- b. The County shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Commissioner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. If no action is commenced upon such claim within the time limited therefor by law, the County, upon written demand by the Contractor, shall return the amount so withheld, without interest. The County will accept only bonds or notes of the United States of America, New York State or political subdivisions thereof in lieu of all or part of the cash retainage.

Article XX. MAINTENANCE AND GUARANTEE

- a. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Commissioner all Work for a period of not less than one (1) year from the Final Acceptance of the Contract except where longer periods of maintenance and guarantee are provided for. The Contractor shall, for this period, indemnify and save harmless the County, its officers, and agents from any injury done to property or persons as a direct or alleged result of imperfections in his Work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.
- b. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving notice given by the Commissioner not later than ten (10) days subsequent to the expiration of the one-year period. The Commissioner shall have the right to have the Work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor without interest. If the amount so retained be insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Commissioner.
- c. Contractor shall require all manufacturers supplying replacement equipment for this Project to execute or modify implied warranties of fitness for particular purpose. Any attempted exclusions or modifications to manufacturer's implied warranty of

fitness for particular purpose shall not be operative under this Project, and the Contractor will be required to honor them if the manufacturer does not.

- d. The Contractor shall obtain all manufacturer's warranties and guarantees of all equipment and materials required by this Contract in the name of the County and shall deliver same to the County.

ADDITIONS, DEDUCTIONS AND CHANGES

Article XXI. COUNTY'S RIGHT

- a. The County reserves the right to make such additions, deductions or changes in this Contract from time to time as it deems necessary and in a manner not materially affecting the substance thereof, in order to carry out and complete more fully and perfectly the Work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claims shall be made by the Contractor for any loss of anticipated profits thereby.
- b. Any material(s) to be furnished or Work necessary to be done other than that specified in this Agreement shall be by a supplemental written Contract and no claim shall be made by the Contractor for any such Work performed or material furnished before such supplemental Contract shall have been approved by the County Executive.

Article XXII. EXTRA WORK

- A. The County reserves the right to order Extra Work, which order for Extra Work shall be valid only if issued in writing and signed by the County Executive, approved by the County Comptroller, and the Work so ordered must be performed by the Contractor.
- B. The amount of compensation to be paid to the Contractor for any Extra Work as so ordered shall be determined as follows:
 1. By such applicable unit prices, if any, as are set forth in the Contract, or
 2. If no such unit prices are so set forth, then by a lump sum or unit prices mutually agreed upon by the Commissioner and the Contractor, or
 3. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Work progresses in the manner specified hereinafter:
 4. The following subparagraphs (a) through (e) are applicable for calculating the fair value of the extra work performed as defined in the above paragraphs B.2 and B.3.

- a. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except

for the actual cost of labor and material as defined by Paragraph (b). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (b), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

- b. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:

Item 1 - Cost of materials delivered to the job Site for incorporation into the Contract Work.

Item 2 - Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

Item 3 - Premiums or taxes paid by the Contractor for workmen's compensation insurance, public liability and property damage insurance, employment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be Associated Equipment Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under Item 1 exceeds the cost

of salvage, a suitable credit should be given to the County.

- c. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.
 - d. If the Work is done directly by the Contractor, overhead in an amount of ten percent (10%) may be added, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this Paragraph and in Paragraph (e). No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.
 - e. If the Work is done by a Subcontractor, Subcontractor's overhead in the amount of five percent (5%) may be added to the cost of labor and materials, and to the cost of labor and materials plus overhead there may be added ten percent (10%) for the Subcontractor's profit. To this amount there may be added ten percent (10%) for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.
- C. The amount of compensation for Extra Work determined as prescribed in Paragraph B., shall be construed to include the total cost for Extra Work, both direct and indirect.

Article XXIII. DISPUTED WORK

- A. If the Contractor is of the opinion that any Work required, necessary or ordered violated the terms and provisions of this Contract, he must promptly notify the Commissioner in writing within five (5) days of his contentions with respect thereto and request a final determination thereon. If the Commissioner determines that the Work in question is Contract Work, and not Extra Work, he will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to reserve his right to claim compensation for such Work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Commissioner's determination and direction, notify the Commissioner in writing that the Work is being performed; or that the determination and direction is complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of any and all claims for extra compensation or damages therefor.
- B. If the Contractor should fail or refuse to proceed with the performance of the Work in question after having been directed to do so, the Commissioner may declare the Contractor in default and notify the Contractor's Surety Company to have the disputed Work commenced and completed under the terms of their Performance

Bond; or, the Commissioner may without further notice have the Disputed Work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the Work.

- C. Before Final Acceptance of the Work by the County Executive, all matters of dispute shall be resolved. Unresolved matters shall constitute a condition precedent to the right of the Contractor to receive any payments that may otherwise be due.

Article XXIV. DELETED WORK

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

POWERS OF THE COUNTY'S REPRESENTATIVES

Article XXV. THE POWERS OF THE ENGINEER

- A. The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power, subject to review and revision by the Commissioner:

1. To inspect the performance of the Work;
2. To determine the amount, kind, quality, sequence and location of the Work to be paid for hereunder;
3. To determine all questions in relation to the Work, to interpret the Plans, Specifications, and Addenda;
4. To make minor changes in the Work as he deems necessary, provided such changes do not result in a net increase in the cost to the County or to the Contractor of the Work to be done under the Contract;
6. To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of these Contract Documents.

- B. The foregoing enumeration shall not imply any limitation upon the Power of the Engineer, for it is the intent of this Contract that all of the Work shall be subject to his determination, directions and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the Contractor to perform

work as Contract Work shall be promptly obeyed by the Contractor.

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

Article XXVI. THE POWERS OF THE COMMISSIONER

- A. The Commissioner, in addition to those matters expressly made subject to his determination, direction or approval in this Contract, shall have the power:
 - 1. To determine finally any and all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor;
 - 2. To modify or change this Contract so as to require:
 - a. With the approval of the County Executive and the County Comptroller the performance of Extra Work, or
 - b. The deletion of Contract Work whenever he deems it in the interest of the County to do so;
 - 3. To suspend the whole or any part of the Work whenever in his judgement such suspension is required:
 - a. In the interest of the County generally, or
 - b. To coordinate the Work of the various Contractors engaged in this Project, or
 - c. To expedite the completion of the entire Project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for

the completion of the Work as much as it may have been, in the opinion of the Commissioner, delayed by such suspension;

Article XXVII. NO ESTOPPEL

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

Article XXVIII. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner, nor by any of their employees, nor by any order, measurements or certificate of the Commissioner, nor by any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the Work by the Commissioner, or by the County, nor any Extension of Time, nor any possession by the County or its employees, shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e.- in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled, as of right, to an injunction against any breach of the provisions of this Contract.

CONTRACTOR'S EMPLOYEES

Article XXIX. CHARACTER AND COMPETENCY

The Contractor and Subcontractors shall employ upon all parts of the Work herein contracted for only competent, skillful and trustworthy employees. Should the Engineer at any time give notice in writing to the Contractor or his representative on the Work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the Work, such employee shall immediately be dismissed and not again allowed upon the Work.

Article XXX. SUPERINTENDENCE

The Contractor shall give his personal supervision to the faithful prosecution of the Work. He shall provide full-time competent

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

Article XXXI. PAYROLL REPORTS

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

Article XXXII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

- A. All persons employed to perform any work under this Contract, must be provided with major medical and hospitalization benefits for the duration of this Contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.
- B. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this Contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with provisions of Article 23 of the New York State Labor Law.
- C. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the Contractor, but any such cash payments must be made by check draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.
- D. Posting of Notices
 - 1.) Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, subcontractors, employees of subcontractors and independent contractors of subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established Job Site, Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

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

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

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

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

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

E. Providing Notice to Employees

1) The Contractor shall, on behalf of its employees, subcontractors, employees of subcontractors and independent contractors of subcontractors, provide written notice to each employee that he or she is entitled to receive the prevailing wage rate and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences work at the project site.

2) The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

F. Payroll Records

1) The Contractor shall, on behalf of its employees, subcontractors, employees of subcontractors and independent contractors of subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records and/or transcripts thereof as are required to be maintained pursuant Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

2) The Contractor shall, on behalf of its employees, subcontractors, employees of subcontractors and independent contractors of subcontractors, provide to the Resident Project Engineer, the Nassau County Director of Labor Relations, (or

other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County.

3) Every contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, subcontractors, employees of subcontractors and independent contractors of subcontractors, submit a transcript of its original payroll record for all work performed by the contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

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

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

6) Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract 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 on the work, any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractor, or by any of the trades working in or about the job site where work is being performed under this Contract, or any other contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the County and the County shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

PAYMENTS

Article XXXIII. PRICES

For the Contractor's complete performance of the Work, the County will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any "Extra Work" ordered by the Commissioner under Article XXII,

"Extra Work", hereof, less credit for any Work deleted pursuant to Article XXIV, "Deleted Work", hereof.

Article XXXIV. SUBMISSION OF BID BREAKDOWN

Within fifteen (15) days after his execution of this Contract by the County, or when directed by the Commissioner, the Contractor must submit to the Commissioner a Breakdown of his Bid price, or of lump sums bid for items of the Contract showing the various operations to be performed under Article X, "Progress Schedule", hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit quantities of concrete, pipe, conduit, etc. and such other information relating to the Bid price as may be required, and shall revise the Bid Breakdown as directed. Thereafter, the Breakdown may be used for checking the Contractor's applications for Partial Payments hereunder, but shall not be binding upon the County or the Commissioner, for any purposes whatsoever.

Article XXXV. PARTIAL PAYMENTS

- a. At least once each month, the Contractor may make an estimate of the amount and the fair value of the Work done and may apply for partial payment thereof. The Contractor shall revise the estimate as the Engineer may direct. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the Work completed during the previous month exceeds One Thousand Dollars (\$1,000.00) in amount, the Commissioner will issue a certificate for such Work. Such certificate will authorize the payment of ninety-five percent (95%) of the value of the Work completed. The Commissioner will thereupon cause the amount therein to be paid to the Contractor. When the amount stipulated for maintenance and guarantee (article LI) has been retained, payment of one hundred (100) percent of the value of work completed shall be authorized. The County will accept only bonds or notes of United State of America, New York State or political subdivisions thereof in lieu of all or part of the cash retainage.
- b. The Contractor must submit all data, information, record drawings, etc. as defined in all sections of the Contract as per each requisition.
- c. Before any payments will be made under this Contract, the Contractor and all Subcontractors performing any part of the Work called for by this Contract must file in the office of the Department of Public Works of the County of Nassau verified statements provided for in Section 220a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and Subcontractor filing such statements, to any and all laborers for daily or weekly wages on account of labor performed upon the Work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively. The Contractor must set forth in his statement the names of his Subcontractors. If the Contractor or Subcontractor has no Subcontractor, he shall so state in his statement. If there is nothing due and accruing to any laborer for daily or weekly wages on account of labor performed upon the Work under this Contract, verified statements to that effect must be filed by the Contractor and all Subcontractors before any

payments are made under this Contract.

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

Article XXXVI SUBSTANTIAL COMPLETION PAYMENT

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

Article XXXVII. FINAL PAYMENT

- a. Within ten (10) days after receiving notice from the Contractor of completion of all of the Work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the Work under this Agreement, the Commissioner will cause a final inspection to be made for approval of all the Work done under this Contract.
- b. If upon such inspection the Commissioner determines that no further Work is to be done, he will issue a certificate of completion to the Contractor for the Work done under this Contract.
- c. The Contractor shall also, prior to the issuance of Final Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

- d. The County will, not later than thirty (30) days after the Final Acceptance of the Work done under this Contract, pay the Contractor upon receipt of standard County payment forms the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provision of this Contract. All prior Partial Payments, being merely estimates made to enable the Contractor to prosecute the Work more advantageously shall be subject to correction in the final estimate and Payment.
- e. The acceptance by the Contractor or by anyone claiming by or through him of the Final Payment shall operate as and shall be a release to the County and every officer and agent thereof, from any and all liability to the Contractor for anything done or furnished in connection with this Work or Project and for any act or neglect of the County or of any others relating to or affecting the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance Bond.
- f. The acceptance by the Contractor of the Final Payment as aforesaid, shall operate as, and shall be released to the County of Nassau and every member and agent thereof, from all claim and liability of every kind and nature.
- g. Payment for Bonds Payment shall be made upon presentation to the County of documentation that such Performance and Labor and Material Bonds have been fully paid by the Contractor to the Surety Company.

CONTRACTOR'S DEFAULT

Article XXXVIII. COUNTY'S RIGHT AND NOTICE

- A. It is mutually agreed that the events of default under this Contract shall include but not be limited to the following:
 - 1. The Contractor fails to begin Work when notified to do so by the Commissioner, or
 - 2. The Contractor shall refuse to proceed with the Work when and as directed by the Commissioner, or
 - 3. The Contractor becomes insolvent; or
 - 4. A petition of bankruptcy is filed by or against the Contractor, or
 - 5. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or
 - 6. The Work to be done under this Contract shall be abandoned; or
 - 7. This Contract or any part thereof shall be sublet without the consent of the County Executive being first obtained in writing; or
 - 8. This Contract or any right, monies or claim thereunder shall

be assigned by the Contractor otherwise than as herein specified; or,

9. At any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled; or,
 10. The Contractor shall without just cause reduce his working force, plant or equipment to a level which, if maintained, would be insufficient, in the opinion of the Commissioner, to complete the Work in accordance with the approved Progress Schedule, and shall fail or refuse sufficiently to increase such Work force when ordered to do so by the Commissioner, or
 11. The work or any part thereof is unnecessarily or unreasonably delayed; or
 12. The Commissioner shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary Subcontracts, or the placing of necessary material and equipment orders; or
 13. The Commissioner shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Commissioner's opinion, attributable to conditions within the Contractor's control; or
 14. The Work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended, or
 15. The Contractor is not or has not been executing the Contract in good faith; or,
 16. The Contractor is violating any of the provisions of this Contract;
- B. It is further agreed that if such event of default occurs the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedies of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and then the Contractor must discontinue the Work, either as to a portion of the same or the whole thereof.

Article XXXIX. CONTRACTOR'S DUTY

Upon receipt of the notice provided in Article XXXVI, "County's Right and Notice", hereof, the Contractor shall immediately discontinue all further operations on the Work or such part thereof, and shall immediately quit the Site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article XL. COMPLETION OF THE WORK

- a. The Commissioner, after declaring the Contractor in default, as provided in Article XXXVIII, "County's Right and Notice", hereof,

may then have the Work completed by such means and in such manner, by Contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the Site, as well as such Subcontractors, as he may deem advisable.

- b. The expense of such completion, hereof to the date of actual completion of the Work, shall be deducted and paid by the County out of monies due or to become due to the Contractor under this Contract, or any part thereof. The balance of such monies, if any, subject to the other provisions of the Contract to be paid to the Contractor without interest after such completion. In case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his Sureties shall pay the amount of such deficiency to the County of Nassau.

MISCELLANEOUS PROVISIONS

Article XLI. CONTRACTOR'S WARRANTIES

- A. In consideration of, and to induce, the award of this Contract to him, the Contractor represents and warrants:
 - 1. That he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor, or otherwise;
 - 2. That he is financially solvent and sufficiently experienced and competent to perform the Work;
 - 3. That he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the price bid.
 - 4. That the facts stated in his Proposal and the information given by him are true and correct in all respects;
 - 5. That he has carefully examined the Site of the Work and that from his own personal investigations and research; has satisfied himself as to the nature and location of the Work, the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.

Article XLII. LOCATION OF UNDERGROUND STRUCTURES

- a. The County does not guarantee the accuracy of the locations shown on the Plans for pipes, ducts, utilities and other underground structures; or that all pipes, ducts, utilities and other underground structures are shown on the Plans.
- b. The information given is intended only as a guide to the Contractor and he shall not claim damages and shall not be entitled to payment because of any omission or faulty location on

the Plans of any pipes, ducts, utilities or other underground structures.

- c. The Contractor shall do all Work and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the Work (except such which by law, franchise, permit, Contract, consent or agreement the owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original condition all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required Work, and he hereby assumes all risks in connection therewith.

Article XLIII. CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any damage sustained, other than for Extra or Disputed Work covered by Articles XXII, "Extra Work", and XXIII, "Disputed Work", hereof, by reason of any act or omission of the County, its agents or of any persons, he shall, within five (5) days after sustaining such damage, make and deliver to the Commissioner a written statement of the nature of the damage sustained and of the basis of the claim against the County. On or before the fifteenth of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Commissioner an itemized statement of the details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims.

Article XLIV. PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that Contract prices are to include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance, or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, appliance, equipment or process to be performed under the Contract; and shall indemnify the said County for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

Article XLV. SUITS AT LAW

- a. The Contractor shall be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and Subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or Subcontractors) occurring on account or in connection with the performance of the Work hereunder or sustained by any employee of the Contractor, a Subcontractor,

County of Nassau or other persons while at the Site of the Work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his Subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

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

Article XLVI.

NO CLAIMS AGAINST INDIVIDUALS

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

Article XLVII.

UNLAWFUL PROVISIONS DEEMED STRICKEN OUT

If this Contract contains any unlawful provisions not an essential part of the Contract and which shall appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article XLVIII.

LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Contract, shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Article XLIX.

COMPTROLLER'S CERTIFICATE

- A. This Contract shall not be binding or of any force unless the County Comptroller shall endorse therein his certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the officers making the same.
- B. The Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

PURSUANT TO STATE LAW

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

- A. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and also that

- B. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Article L. ANTI-DISCRIMINATION CLAUSE

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

the Contractor shall promptly notify the Nassau County Commission on Human Rights.

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

apprenticeship, membership grievance and representation, upgrading and other practices and policies of the employee organization, conform to the purposes and provisions of these clauses.

Article LI SCHEDULE OF REQUIREMENTS

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

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

Contract No. S80031A NONE

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

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

4. Insurance: Limits of Liability

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

1. Minimum Limits for each occurrence.

a) Public Liability.....\$2,000,000

b) Property Damage.....\$1,000,000

c) Or a Combined Single Limit of....\$3,000,000 or greater.

- b. Builder's All-Risk Insurance:

Shall be for the full amount of the Contract Price.

5. Additional insured(s) on Owners Protective Policy:

Note: additional interests/insureds can be added to the Contractor's Public Liability Policy & Umbrella Policy. Each shall be for the full \$ 3,000,000.

EACH INSURED TO BE PROTECTED TO THE FULL LIMITS OF LIABILITY

a. County of Nassau

b. Towns of Hempstead, North Hempstead and Oyster Bay

Article LII CONFLICTING INFORMATION

In the case of conflicting information within the Plans and Specifications as to the type of materials or workmanship to be provided, the Contractor agrees that he will accept the decision of the Commissioner of Public Works as to which was intended or which is in the best interest of the County.

RULES AND REGULATIONS

Article LIII NEW YORK STATE RULES AND REGULATIONS

New York State Schedule of Wage Rates.

NO TEXT ON THIS PAGE



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

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

Schedule Year 2017 through 2018
Date Requested 04/25/2018
PRC# 2018004626

Location Nassau County-Various
Project ID# S80031A
Project Type Contractor will be ?on-call? to the County for maintenance and repair of water mains and associated appurtenances including but not limited to water mains, valves and hydrants. In addition, the

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

www.labor.state.ny.us

PW 200

PWAsk@labor.state.ny.us

Nassau County DPW

161 of 403

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

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 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.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. See Spota Bill Notice. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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 journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2017 through 2018

Date Requested 04/25/2018

PRC# 2018004626

Location Nassau County-Variou

Project ID# S80031A

Project Type Contractor will be ?on-call? to the County for maintenance and repair of water mains and associated appurtenances including but not limited to water mains, valves and hydrants. In addition, the

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

(11.11)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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


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

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30 




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


To use the '4 Day / 10 Hour Work Schedule':

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30  form.

REMEMBER...

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

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/ 10 hour day posting.)

Instructions for Completing Form PW30.1

(Previously 30R)

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

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

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

Instructions (Type or Print legibly):

Contractor Information:

- x Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- x Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- x Enter the Prevailing Rate Case number (PRC#) assigned to this project
- x Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of 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



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-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 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- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County General Construction

Asbestos Worker

04/01/2018

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
Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker

04/01/2018

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 32% of Hourly Wage Paid Plus Amount Below	01/01/2018 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.35	\$ 19.37
2nd Term	20.20	20.22
3rd Term	21.04	21.06
4th Term	21.89	21.92
5th Term	22.74	22.77
6th Term	23.60	23.62
7th Term	24.43	24.46

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

4-5

Carpenter	04/01/2018
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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
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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
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8-1556 Db

Carpenter

04/01/2018

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Carpet/Resilient

Floor Coverer \$ 50.50

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 45.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour - all apprentice terms:

\$ 31.11

8-2287

Carpenter

04/01/2018

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

04/01/2018

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

Carpenter

04/01/2018

JOB DESCRIPTION Carpenter

DISTRICT 8

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

04/01/2018

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
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Core Drilling: Driller	\$ 38.82	\$ 39.69
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Driller Helper	30.96	31.62
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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
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Driller and Helper	\$ 24.66	\$ 25.45
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OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter

04/01/2018

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
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Show Exhibit Bldg. Carpenter	\$ 52.50 52.50*
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* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit & Bldg. Carpenter	\$ 46.25
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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

04/01/2018

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

04/01/2018

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	04/01/2018
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	04/28/2018
Telephone and Intergrated Tele-Data System Electrician	\$ 37.13	\$ 37.48

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	16% of Hourly Wage Paid + \$18.02	16% of Hourly Wage Paid + \$18.68
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

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

4-25tela

Electrician	04/01/2018
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 03/30/2018

Electrician		
Electrical Maintenance	\$ 42.70	\$ 43.20
Traffic Signal	\$ 43.60	\$ 44.10

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for 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
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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- 06/30/2018	07/01/2016- 06/30/2018
1st	12% + \$9.90	3% + \$3.66
2nd	12% + \$10.79	8% + \$4.20
3rd	12% + \$11.70	9% + \$5.24
4th	12% + \$12.59	10% + \$ 7.00
5th	12% + \$13.48	11% + \$10.95
6th	12% + \$13.66	12% + \$14.05

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

04/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 04/30/2018

Electrician

Nassau County DPW

Pump & Tank	\$ 41.05	\$ 41.65
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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
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*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician	04/01/2018
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	04/28/2018
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Electrician/Wireman	\$ 51.50	\$ 51.75
HVAC Controls	51.50	51.75
Fire Alarms	51.50	51.75

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	04/28/2018
Electrician/Wireman (all catagories)	16% of Hourly Wage Paid + \$24.96	16% of Hourly Wage Paid + \$25.26

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

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Page 40

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

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 04/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2017

Tree Trimmer/Remover
Line Clearance Specialist

\$ 32.72

Groundman*

\$19.63

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

* Note: Groundman is not to exceed 20% of the total company workforce

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Tree Trimmer/Remover
Line Clearance Specialist
and Groundman

19.75% of Hourly
Wage Paid +
\$9.82

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

OVERTIME PAY

See (B, E, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician Lineman 04/01/2018

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour: 07/01/2017 04/02/2018

Lineman/Splicer \$ 53.85 \$ 55.60

Material Man 46.85 48.37

Heavy Equip. Operator 43.08 44.48

Nassau County DPW

201 of 403
Page 41

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Groundman	32.31	33.36
Flagman	24.23	25.02

For Natural Gasline Construction:

Per Hour:	07/01/2017
Journeyman U.G.Mech.	\$ 44.08

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction:

	07/01/2017	04/02/2018
All Classifications	32% of Hourly Wage Paid + \$ 11.93	32% of Hourly Wage Paid + \$ 12.43

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

Natural Gasline Construction:

Per Hour:	07/01/2017
Journeyman U.G.Mech.	26% of Hourly Wage Paid + \$11.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.	

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2017	04/02/2018
All Terms	31% of Hourly Wage Paid + \$11.93	31% of Hourly Wage Paid + \$12.43

4-1049 Line/Gas

Elevator Constructor

04/01/2018

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
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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* 50%	2nd Term 55%	3rd Term 65%	4th Term 75%
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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

Glazier	04/01/2018
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017 05/01/2018

Glazier	\$ 53.90	+ additional
Scaffolding	\$ 54.90	\$ 1.25

Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance \$ 27.23

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2017

Journeyworker	\$ 31.99
Repair & Maintenance	\$ 18.24

OVERTIME PAY

See (C*,D* E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For 'Repair & Maintenance' see (B, B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' see (5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

07/01/2017

1st term	\$ 18.44
2nd term	26.61
3rd term	32.10
4th term	42.97

Supplemental Benefits:

(Per hour worked)

1st term	\$ 15.36
2nd term	21.21
3rd term	23.41
4th term	27.56

8-1281 (DC9 NYC)

Insulator - Heat & Frost

04/01/2018

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:

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

Nassau County DPW

3rd	23.49
4th	26.85

4-12

Ironworker

04/01/2018

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
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Reinforcing & Metal Lathing	\$ 56.28	\$ 2.00/Hr. to be Allocated
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SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing	\$ 33.30
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 28.38	\$ 32.38	\$ 35.38	\$ 37.38

SUPPLEMENTAL BENIFITS

Per Hour:

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

4-46Reinf

Ironworker

04/01/2018

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
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IRONWORKER:

Ironworker Rigger	\$ 60.47	Additional \$1.36
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Ironworker Stone Derrickman	\$ 60.47
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SUPPLEMENTAL BENEFITS

Ironworker:	\$ 39.24
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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
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9-197D/R

Ironworker

04/01/2018

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

04/01/2018

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:		Additional	Additional
Structural	\$ 50.05	\$1.72/Hr.	\$1.83/Hr.
Nassau County DPW			

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-Str

Laborer - Building 04/01/2018

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
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

04/01/2018

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

04/01/2018

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

04/01/2018

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

9-7/88A-tf

Mason - Building

04/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:

Nassau County DPW

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

04/01/2018

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 & Terrazzo Polisher, etc	\$ 40.62	\$ 40.89
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SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	\$ 26.06	\$ 26.69
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OVERTIME PAY

Nassau County DPW

See (B, *E, Q, V) on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour) terms at the following per cent of journeyman's wages:

1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
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

04/01/2018

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
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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
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Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2017									
\$24.53	\$25.31	\$26.12	\$26.91	\$27.71	\$28.51	\$29.32	\$30.12	\$31.71	\$33.31
01/01/2018									
\$25.69	\$26.55	\$27.44	\$28.30	\$29.16	\$30.03	\$30.91	\$31.77	\$33.50	\$35.26

Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

Mason - Building

04/01/2018

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 07/01/2017 01/01/2018
following percentage
of journeyman's wage
rate:

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

04/01/2018

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

04/01/2018

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

* 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:

Nassau County DPW

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

04/01/2018

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

04/01/2018

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

04/01/2018

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
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4-1PCC

Operating Engineer - Building

04/01/2018

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.

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
Class "AA"	\$ 73.56	Additional \$ 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 \$ 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 receive 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

04/01/2018

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau County DPW

216 of 483
Page 58

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

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

04/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2017
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

04/01/2018

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 Additional
Class "AA"	\$ 72.86	\$3.03
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 64.40*	Additional \$ 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

04/01/2018

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:

DREDGING OPERATIONS	07/01/2017	10/01/2017
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Nassau County DPW

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Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

CLASS A Operator, Leverman, Lead Dredgeman	\$ 37.25	\$ 38.18
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CLASS A1 Dozer, Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
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CLASS B Barge Operator Spider/Spill Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 32.21	\$33.02
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Certified Welder, Boat Operator(licensed)	\$ 30.33	\$ 31.09
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CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 29.50	\$ 30.24
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Welder (please add)\$ 0.06

Boat Operator	\$ 28.54	\$ 29.26
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CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 23.71	\$ 24.30
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Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2017 \$10.75 plus 8% of straight time wage, Overtime hours add \$ 0.63	10-01-2017 \$11.23 plus 8% of straight time wage, Overtime hours add \$ 0.63
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All Class C	\$10.45 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$10.93 plus 8% of straight time wage, Overtime hours add \$ 0.48
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All Class D	\$10.15 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$10.63 plus 8% of straight time wage, Overtime hours add \$ 0.33
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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

Nassau County DPW

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Page 60

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

04/01/2018

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

04/01/2018

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

4-138TrchPReh

Painter

04/01/2018

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*

Nassau County DPW

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	04/01/2018
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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

Nassau County DPW

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 04/01/2018

JOB DESCRIPTION Painter DISTRICT 8

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

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES
Per hour: 07/01/2017
Drywall Taper \$ 51.98

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2017
Journeyworker: \$ 18.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 month terms (year consists of 1500 hours).

	07/01/2017
1st year	\$ 19.23
2nd year	\$ 31.23
3rd year	\$ 41.61

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	\$ 11.25
2nd term	\$ 15.02
3rd term	\$ 17.00

Nassau County DPW

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

04/01/2018

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	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*	+ 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	\$ 8.25	\$ 9.50
	+ 23.40*	+ 24.35*	+ 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

04/01/2018

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
Linerman Thermoplastic	\$ 32.37

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2017
Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

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

HOLIDAY

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

8-1456-LS

Painter - Metal Polisher	04/01/2018
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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:

Nassau County DPW

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	04/01/2018
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 05/10/2018

Plumber/ PUMP & TANK	\$ 44.24	\$ 44.49
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 25.23	\$ 26.98
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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
3rd Term	\$14.77	\$16.52
4th Term	\$15.15	\$17.40
5th Term	\$18.38	\$20.13

4-200 Pump & Tank

Plumber	04/01/2018
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 11/01/2017

Plumber \$ 51.48 \$ 52.48

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$ 38.72 \$ 39.22

OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2017	11/01/2017
1st Term	\$ 25.16	\$ 25.66
2nd Term	27.47	27.97
3rd Term	28.24	29.34
4th Term	30.33	30.83
5th Term	31.91	32.41

4-200

Plumber 04/01/2018

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 04/01/2018

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

	07/01/2017	05/01/2018
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ROOFER/Waterproofeer

Total Wage \$ 44.00

to be Paid

Nassau County DPW

\$1.50 Per Hour

to be allocated

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Page 67

Requirements Contract: Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

"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 04/01/2018

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

Sign Erector \$ 47.67

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Sign Erector \$ 44.44

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55	\$14.23	\$15.89	\$17.57	\$24.30	\$26.84	\$29.27	\$31.47	\$33.65	\$35.83

4-137-SE

Sheetmetal Worker

04/01/2018

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

04/01/2018

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

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 04/01/2018

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 04/01/2018

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

Asphalt Delivery 07/01/2017
\$ 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

Asphalt Delivery 07/01/2017
\$ 29.94

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery 07/01/2017
\$ 41.76

Light Construction Work

TRUCK DRIVER

Asphalt Delivery 07/01/2017
\$ 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

04/01/2018

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

Trailers 07/01/2017
\$ 33.61
Straight Jobs \$ 33.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2017
\$ 33.20

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

04/01/2018

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau County DPW

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

04/01/2018

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2017

Site Excavating
(Chauffeurs) \$ 37.545

Light Construction Work:

Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within 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

04/01/2018

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2017

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE:

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT:

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 04/06/2018

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 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL Nassau County DPW	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP	41 of 403	634 ROUTE 303 BROOKLYN NY 11213	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2020	Contract No. S80031A

NYSDOL Bureau of Public Work Debarment List 04/06/2018
Article 8

DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC.		5 MORNINGSIDE DRIVE AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	Nassau County DPW	*****2703	CONKLIN'S TECH. MECHANICAL INC	242 of 403	Requirements Contract: Maintenance & Repair of POUGHKEEPSIE NY 12601 Mains & Appurtenances	02/25/2019	02/25/2019
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2018	08/26/2018

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DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHVLER RODAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUHAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET NEW YORK NY 10019	06/10/2014	08/10/2019

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DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL Nassau County DPW			FRANK DEMARTINO 244 of 403		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019

Reg. 101-61 99TH STREET
OZONE PARK NY 11416
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DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC	245 of 403	P O BOX 268 ROCKVILLE CENTRE NY 10457	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COLLEGE P O BOX 1907 SOUTH HACKENSACK NY 07606	09/16/2013	03/21/2019

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Requirements for Contract Maintenance & Repair of

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DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	09/16/2018	09/16/2023
DOL	DOL		JILLIAN AND GITA REHREND		5 FIMES LANE	11/20/2002	11/20/2002

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DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KISTAKIS		262 88TH STREET	11/18/2019	11/18/2019

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DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 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 BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****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		5990 58TH AVENUE MASPETH NY 11378	01/18/2019	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138	03/07/2017	03/07/2022

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DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL Nassau County DPW		*****3347	RYAN ALBIE CONTRACTING INC	260 of 403	21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	05/19/2013	06/19/2018

Re: HOWELLS POINT ROAD Maintenance & Repair of
Water Mains & Appurtenances
Contract No. S80031A

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DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	Nassau County DPW	*****8174	THE DALRYMPLE CORPORATION	251 of 403	Requirements Contract: Maintenance & Repair of 541 10TH STREET NWATLANTA GA 30318 Contract No. S80931A	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216	12/01/2015	12/01/2020

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DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	Nassau County DPW DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION	252 of 403	Requirements Contract: Maintenance & Repair of Huntington Station Water Mains & Appurtenances Contract No. S80031A	08/09/2016	08/09/2021

NYS DOL Bureau of Public Work Debarment List 04/06/2018
Article 8

DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
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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 owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

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

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

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

paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act - ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

County Executive

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

ARTICLE LIV ALL LEGAL PROVISIONS DEEMED INCLUDED;
SEPARABILITY; SUPREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law.

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.

7. 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.

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. Silmesch
County Executive
party of the First Part

ATTEST: [Signature]
Clerk, Nassau County Legislature

Approved: [Signature]
Commissioner of Public Works

Bancor Construction Corp. Contractor

By [Signature] L.S.
Party of the Second Part

Corporate
Seal

APPROVED AS PER CHARTER

[Signature] 4/3/19
Deputy County Attorney

Approved: [Signature] 4/3/19
Bureau of Real Estate & Insurance

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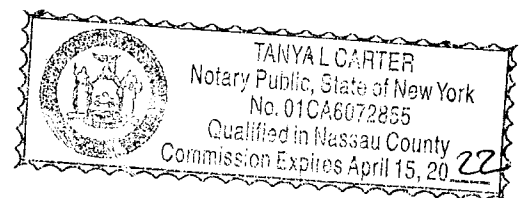
On this day of , 20 , before me
personally appeared , County Executive
of the County of Nassau, who executed the foregoing
instrument for the municipal corporation described herein, to
me known and known to me to be such County Executive and he
being by me duly sworn, did depose and say: That he is the
County Executive of Nassau County; that he executed the same
as such County Executive for the purposes therein mentioned.

Notary Public

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

On this 28 day of May, 2019, before me personally appeared Brian J. Schneider, Deputy County Executive of the County of Nassau, who executed the foregoing instrument for the municipal corporation described herein, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the Purposes therein mentioned.

Notary Public



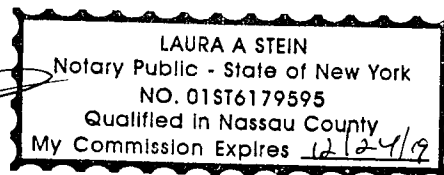
Agreement Req

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

On this 27 day of March, 2019, before me personally came Ph: Jim M. Boyer to me known, who be [REDACTED] ay: That he resides at [REDACTED] hat he is the Vice President of Baycher Construction Corp, the Corporation described herein; That he executed the foregoing instrument for said corporation; That he knows the seal of said Corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he signed his name thereto by like order.

[Signature]
Notary Public



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

On this _____ day of _____, 20____, before me personally came _____ known to be a partner of the firm of _____ the firm described in the foregoing instrument and he duly acknowledge that he executed the same as for the act and deed of said firm.

Notary Public

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

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described herein, and who executed the foregoing instrument and he duly acknowledge to me that he executed the same.

Notary Public

Agreement Req

NO TEXT ON THIS PAGE

CONTRACT ADVISEMENT FORM, NUMIS #550

Agreement Req

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT

CHPW19000003

DATE OF ADVISEMENT			FUND (3)	TRANSACTION CODE		ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
MO (2)	DY (2)	YR (2)		ENTER	MODIFY	CANCEL		
3/28	2019		CAP/GEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CHPW19000003	PW 580031A

VENDOR INFO.	ID: [REDACTED]
	Name: (30)
	(30) Bancker Construction Corp.
	Address: (30)
(30) 218 Blydenburgh Rd.	
(30) Islandia, NY 11749	

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE	LINE AMOUNT
1	90400	000	PWAPCAP	00004	\$ 100,000.00
2			PWGEN0120	DE500	0.01
3					
4					
DOCUMENT DESCRIPTION: (30)					TOTAL AMOUNT \$ 100,000.01

COMMENTS

Requirements Contract For the
Maintenance & Repair of
Water Mains & Appurtenances

Nassau County, NY

Contract No. S80031A

DEPARTMENT - PREPARED BY:		COMPTROLLER'S OFFICE CERTIFICATION:		CERTIFICATE OF ACCEPTANCE INTO NUMIS		CHECK IF THIS DOCUMENT IS CONTINUED:	
NAME: 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"/>	
DATE: 3/28/2019		CONTRACT NUMBER: CHPW19000003		NAME: [Signature]		PAGE	
PHONE: 516-571-9634		NAME: Jeffrey Schwen		DATE: 5/3/19		OF	
DEPARTMENT - APPROVED BY:		TITLE: Deputy Comptroller		DATE: 5/3/2019			
NAME: K. Arnold		DATE: 5/3/2019					
TITLE: Commissioner							
DATE:							

B02-19

RULES RESOLUTION NO 36 -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 BANCKER CONSTRUCTION CORP.

Passed by the Rules Committee
Nassau County Legislature
By Vote of _____ 3-11-19
YEAS _____
NAYS _____ 7 yeas 0 abstained 0 opposed 0
Legislature present: 7

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 S80031A, for NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS REQUIREMENTS CONTRACT FOR THE MAINTENANCE & REPAIR OF WATER MAINS & APPURTENANCES - 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 \$1,500,000.00, and an option to renew by the Department for up to an additional two years with a maximum amount of \$1,500,000.00, and

WHEREAS, the firm of BANCKER CONSTRUCTION CORP.,

["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.

CONTRACT INSURANCE
CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE
BUILDER'S RISK INSURANCE
OWNER'S PROTECTIVE INSURANCE

Agreement Req

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER Reseco Insurance Brokers, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 FAX (A/C, No): 602-419-2242 E-MAIL ADDRESS: certificates@resecoadvisors.com														
INSURED Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749-0970	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Old Republic General Insurance Corporation</td><td>24139</td></tr><tr><td>INSURER B : Endurance American Specialty</td><td>41718</td></tr><tr><td>INSURER C : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER D : NEW HAMPSHIRE INS CO</td><td>23841</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic General Insurance Corporation	24139	INSURER B : Endurance American Specialty	41718	INSURER C : ACE American Insurance Company	22667	INSURER D : NEW HAMPSHIRE INS CO	23841	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1892101035**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> \$5,000 Ded/Occur GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		A2CG98121808	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A2CA98121808	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXC1007287603	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A2CW98121808	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Pollution Liability Installation Floater			CPYG24543407004 48260482	7/1/2017 7/1/2018	7/1/2019 7/1/2019	Pollution Limit/Agg Installation Limit \$5,000,000 \$400,000

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

RE: Contract No.: S80031A

Requirements Contract

Maintenance & Repair of Water Mains and Appurtenances

Nassau County, New York

Nassau County Dept. of Public Works is named as additional insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Nassau County Dept. 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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (631)582-8880 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-1876887
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Dept. of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier Old Republic General Insurance Corp. 3b. Policy Number of Entity Listed in Box "1a" A2CW98121808 3c. Policy effective period 7/1/2018 to 7/1/2019 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by

Elene Veaveakis, CPCU

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Elene Veaveakis, CPCU

(Signature)

3/25/2019

Date

Title: AVP

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-607-2600

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) BANCKER CONSTRUCTION CORP 218 BLYDENBURGH ROAD ISLANDIA, NY 11749 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 631-582-8880 1c. Federal Employer Identification Number of Insured or Social Security Number 111876887
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Dept. of Public Works 1194 Prospect Avenue Westbury NY 11590	3a. Name of Insurance Carrier SHELTERPOINT LIFE INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box "1a" DBL226734 3c. Policy effective period 01/01/2019 to 12/31/2019

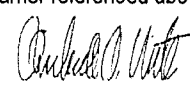
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/25/2019 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title CHIEF EXECUTIVE OFFICER

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

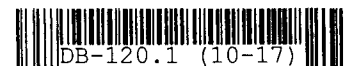
State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



INSURANCE BINDER

DATE (MM/DD/YYYY)

3/26/2019

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020		COMPANY Atlantic Specialty Insurance Co	BINDER # B1932601428
PHONE (A/C, No, Ext): (602) 753-4250 FAX (A/C, No): (602) 419-2242 CODE: 0290502 AGENCY CUSTOMER ID: 00006708 INSURED AND MAILING ADDRESS Bancker Construction Corp. 218 Blydenburgh Road Islandia NY 11749-0970		EFFECTIVE DATE 3/27/2019 TIME 12:01 X AM PM EXPIRATION DATE 4/26/2019 TIME X 12:01 AM NOON	
SUB CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: 7900275740000 (New)	
DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)		Contract #S80031A - County of Nassau DPW Builders Risk Project: Maintenance & Repair of Water Mains & Appurtenances	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLUSION: <input type="checkbox"/> OTHER THAN COL: <input type="checkbox"/>	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE	\$	
		STATED AMOUNT	\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:	\$	
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE	\$	
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS / DPW. Contract #S80031A for Maintenance & Repair of Water Mains and OTHER Appurtenances. Policy period will be 3/27/19 to 3/27/21 COVERAGES \$1,000 Deductible		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

Nassau County - Department of Public Works 1194 Prospect Avenue Westbury, NY 11590	MORTGAGEE LOSS PAYEE	X	ADDITIONAL INSURED
	LOAN #:		
	AUTHORIZED REPRESENTATIVE Gregory Prentice Greg Prentice/GRAYKR		



CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.



OLD REPUBLIC CONTRACTORS INSURANCE GROUP, INC.

Confirmation of Coverage

Owner Contractors Protective

Policy Number: A2COA0002900

INSURED: Nassau County - Department of Public Works
ADDRESS: 1194 Prospect Avenue
Westbury, NY 11590

Designated CONTRACTOR: Bancker Construction Corp
ADDRESS: 218 Blydenburgh Road
Islandia, NY 11749

Project Description:	Maintenance & Repair of Water Mains and Appurtenances		
Project Location:	Nassau County, New York		
Contract Number:	S80031A	Class Code:	16292 Owner

POLICY	Occurrence	\$1,000,000	Aggregate Limit	\$ 2,000,000
LIMIT:	Limit		Existence Hazard	
			Aggregate	

CARRIER:	Old Republic General Insurance Corporation	EFFECTIVE DATE	3/27/19
		PROJECT EXPIRATION*	7/1/19

EST. CONTRACT COST :	\$1,500,000	PREMIUM:	\$1500
		Surcharge	\$N/A

Auditable	<input type="checkbox"/>	Rate:	per \$1000 of Construction Cost
Flat	<input checked="" type="checkbox"/>	Commission	10%

Coverage provided under this proposal may vary from that requested in the insurance specifications provided.

Amendments of Coverage: Mandatory State Endorsements-

Exclusions of Coverage: Asbestos Exclusion; Lead Exclusion; Fungus Exclusion(1), Silica Exclusion(1); Terrorism Exclusion (1)where approved Professional Liability exclusion

Policy will be issued to expire with the General Liability policy of the Designated Contractor. Renewal/Extension of the policy for an additional annual period or to the expiration of the contract term will be contingent upon Renewal of the Designated Contractor's General Liability policy.

Initial premium at Effective Date: \$ 1500

Premium due at renewal/extension: TBD







OLD REPUBLIC CONTRACTORS INSURANCE GROUP, INC.

~~Premium will be billed to broker by ORCPG and is payable to ORCPG within 25 calendar days of ORCPG invoice date.~~

Remit payment to:	Overnight payments should be sent to:
Lockbox Remittance Address – Standard Mail Old Republic Construction Insurance Agency of NY P.O. Box 10142 Albany, N.Y. 12201-5142	Lockbox Remittance Address – Overnight Mail KeyBank – Lockbox Services RE: Old Republic Construction Lockbox 10142 17 Corporate Woods Blvd. Albany, NY 12211

Underwriter Name:

Elene Veveakis

Date: 3/26/19



OLD REPUBLIC CONTRACTORS INSURANCE GROUP, INC.



OLD REPUBLIC GENERAL INSURANCE CORPORATION

**OWNERS AND CONTRACTORS PROTECTIVE
LIABILITY INSURANCE POLICY**

Policyholder Issuing and Servicing Office:

Old Republic Contractors Insurance Group, Inc.
40 Fulton Street, 26th Floor
New York, NY 10038
For inquiries and Complaints
Tel: (212) 607-2600



OLD REPUBLIC INSURANCE GROUP

OLD REPUBLIC GENERAL INSURANCE CORPORATION
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY
DECLARATION

POLICY NO. A-2CO-A00029-00

ACCOUNT NUMBER: EB000304

NAMED INSURED AND MAILING ADDRESS

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

AGENCY AND MAILING ADDRESS

00P60

RESECO INS. ADVISORS LLC
7901 N. 16TH STREET, SUITE 100
PHOENIX, AZ 85020

POLICY PERIOD: FROM 03/27/2019 TO 07/01/2019 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Other

BUSINESS DESCRIPTION: OWNER CONTRACTORS
PROTECTIVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

DESIGNATION OF CONTRACTOR AND MAILING ADDRESS:

BANCKER CONSTRUCTION CORP

218 BLYDENBURGH ROAD, Islandia, NY 11749

LIMITS OF INSURANCE

AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE	\$1,000,000

LOCATION OF COVERED OPERATIONS:

1 NASSAU COUNTY, NEW YORK

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Construction Operations - owner - Not Otherwise Classified (not railroads) - excluding operations on board ships	16292	Total Cost	1,500,000			

OLD REPUBLIC GENERAL INSURANCE CORPORATION
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY
DECLARATION

POLICY NO. A-2CO-A00029-00
INSURED: NASSAU COUNTY - DEPARTMENT OF
PUBLIC WORKS

EFFECTIVE DATE: 03/27/2019
AGENT: RESECO INS. ADVISORS LLC

PROJECT DESCRIPTION: MAINTENANCE & REPAIR OF WATER MAINS AND APPURTENANCES.

CONTRACT NO: S80031A

RATE: FLAT

CERTIFIED TERRORISM EXCLUSION APPLIES – CERTIFIED ACTS OF TERRORISM REJECTED

ESTIMATED GENERAL LIABILITY PREMIUM	\$	1,500.00
SURCHARGE	\$	0.00
TOTAL PREMIUM	\$	1,500.00

FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
See Forms Schedule

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED BY:



AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

FORMS SCHEDULE

POLICY NO. A-2CO-A00029-00

ACCOUNT NUMBER: EB000304

NAMED INSURED AND MAILING ADDRESS

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

AGENCY AND MAILING ADDRESS

00P60

RESECO INS. ADVISORS LLC
7901 N. 16TH STREET, SUITE 100
PHOENIX, AZ 85020

POLICY PERIOD: FROM 03/27/2019 TO 07/01/2019 12:01 AM STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

COMMERCIAL GENERAL LIABILITY POLICY FORMS	
CG0009 04-13	Owners And Contractors Protective Liability Coverage Form - Coverage For Operations Of Designated Contractor
CG2173 01-15	Exclusion Of Certified Acts Of Terrorism
CG2951 12-07	Employment-Related Practices Exclusion
CG3353 05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception
IL0023 07-02	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CG EN GN 0019 04-13	Asbestos Exclusion Endorsement
CG EN GN 0099 01-12	Anti-Stacking - OCP
CG0105 12-01	New York Changes - Premium Audit
CG2604 07-11	New York Changes - Owners And Contractors Protective Liability Coverage Form
CG2636 12-93	New York Changes - Transfer Of Duties When A Limit Of Insurance Is Used Up
CG2867 01-14	New York Changes - Cancellation And Nonrenewal
CG EN NY 0083 12-08	Amendment of Insurance Agreement Prior Damage or Injury - New York

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

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

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:
 - (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or
 - (b) Your acts or omissions in connection with the general supervision of such operations;
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or
- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

h. War

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

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

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Any person (other than your "employee") or any organization while acting as your real estate manager.



- b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or

- (2) Comply with laws, regulations, codes or standards.

- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

- a. Is responsible for the payment of all premiums; and

- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 3. "Contractor" means the contractor designated in the Declarations.
- 4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
 - a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.
- 8. "Insured contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - e. An elevator maintenance agreement.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".



10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

- 11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 13. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 16. "Work" includes materials, parts or equipment furnished in connection with the operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion 2.I. of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

**I. Access Or Disclosure Of Confidential Or
Personal Information And Data-related
Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or
 - (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE

FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
PART RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF
TRANSPORTATION

The coverage afforded by this policy does not apply to bodily injury, "personal injury and advertising injury" or property damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing any good, product or structure; or
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expenses of claim or suit related to any of the above.

Named Insured	NASSAU COUNTY - DEPARTMENT OF PUBLIC WORKS		
Policy Number	A-2CO-A00029-00	Endorsement No.	000
Policy Period	03/27/2019 to 07/01/2019	Endorsement Effective Date:	03/27/2019
Producer's Name:	RESECO INS. ADVISORS LLC		
Producer Number:	P60		

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ANTI-STACKING ENDORSEMENT - OCP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

The following is added to SECTION IV –CONDITIONS, 8. Other Insurance:

Anti-Stacking Provision. If this Coverage Form and any other Coverage Form or policy where you:

1. are a named insured or;
2. you are a contractor designated on an Owners and Contractors Protective Liability and/or a Special Protective and Highway Liability Policy issued by us or any of our affiliated companies

apply to the same "occurrence," the maximum limit of insurance under all the Coverage Forms or policies will not exceed the highest applicable limit of insurance available under any one Coverage Form or policy. This condition does not apply to any other Coverage Form or policy issued by us or any of our affiliated companies specifically to apply as excess insurance over this Coverage Form.

Named Insured	NASSAU COUNTY - DEPARTMENT OF PUBLIC WORKS		
Policy Number	A-2CO-A00029-00	Endorsement No.	000
Policy Period	03/27/2019 to 07/01/2019	Endorsement Effective Date:	03/27/2019
Producer's Name:	RESECO INS. ADVISORS LLC		
Producer Number:	P60		

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

- A. Paragraph **b.** of the **Premium Audit** Condition (**Section IV – Conditions**) is replaced by the following:
- 10. Premium Audit**
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the "contractor".
- B. Except as provided in Paragraph A. above, the **Examination Of Your Books And Records** Condition (**Section IV – Conditions**) continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph 1. Insuring Agreement of Section I – Coverages is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:
 - (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or
 - (b) Your acts or omissions in connection with the general supervision of such operations;

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- B. The following is added as Paragraph e. to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph 4. of **Section IV – Conditions**:
 - e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- C. Paragraph 6. **Inspections And Surveys** of **Section IV – Conditions** is replaced by the following:
 - 6. **Inspections And Surveys**
 - a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
 - b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
 - c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 - d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
- D. Paragraph 7. **Legal Action Against Us** of **Section IV – Conditions** is replaced by the following:
 - 7. **Legal Action Against Us**
 - a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:
 - (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
 - b. With respect to "bodily injury" and, if provided by endorsement, "personal injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

 - (1) Brings an action to declare the rights of the parties under the policy; and
 - (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- F. When **CG 28 07**, Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

- a. If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
- b. When a limit of insurance described in paragraph a. above has actually been used up in the payment of judgments or settlements:
 - (1) We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - (2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

- (3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph b.(2) above.

The duty of the first Named Insured to reimburse us will begin on:

 - (1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph a. above; or
 - (2) The date on which we sent notice in accordance with paragraph b.(1) above, if we did not send notice in accordance with paragraph a. above.
- d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraphs a., b., c. and e. of the Cancellation Condition are replaced by the following:

- a. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect:

(1) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

- (a) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.b.(2) below.
- (b) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph A.b.(2) below.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed below, provided we mail the first Named Insured and the "contractor" written notice at least 15 days before the effective date of cancellation:

- (a) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured and the "contractor" of the amount due;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

- (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

- (e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

- (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

- (g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

- c. We will mail or deliver our notice including the reason to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker.

- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Condition:

If one of the reasons for cancellation in Paragraph A.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added and supersede any other provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph C.3. below.

2. Conditional Renewal

If we condition renewal of this policy upon:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion;
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3. below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations and the "contractor" at least 60 but not more than 120 days before:

- (1) The expiration date; or

- (2) The anniversary date if this is a continuous policy.

- b. Notice, including the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes, will be mailed or delivered to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

- c. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

- d. If we send the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) As provided for in Paragraph C.3. above, and if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel sooner;

- (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another required policy period at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional required policy period, has replaced the coverage or elects to cancel sooner.

- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

- (1) Upon expiration of the 60-day period unless Subparagraph (2) below applies; or

- (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.
- g. The last sentence of Limits of Insurance does not apply when the policy period is extended because we sent the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

AMENDMENT OF INSURANCE AGREEMENT PRIOR DAMAGE OR INJURY – NEW YORK

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. Paragraph 1. Insuring Agreement of Section I – Coverage A Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period.

- c. All "bodily injury" or "property damage" caused by or arising out of an "occurrence" is deemed to first take place at the earliest of when:

(1) Any "bodily injury" or "property damage" first becomes known to anyone; or

(2) It is alleged that any "bodily injury" or "property damage" first manifests; or

(3) Notification of the alleged existence of a potential or actual claim for any "bodily injury" or "property damage" is received by the insured, its employees, agents, subsidiary, related entity, subcontractor or representatives; or

(4) The insured, its employees, agents, subsidiary, related entity or representatives knew or should have known that any "bodily injury" or "property damage" has occurred; or

(5) Any "bodily injury" or "property damage" began

regardless of whether the "bodily injury" or "property damage" results in additional related or unrelated claims, is continuous, progressive, repeated, changing or results from exposure to substantially the same general harm.

- d. Damages for "bodily injury" includes damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

All other terms and conditions of this policy remain unchanged.

Named Insured	NASSAU COUNTY - DEPARTMENT OF PUBLIC WORKS		
Policy Number	A-2CO-A00029-00	Endorsement No.	000
Policy Period	03/27/2019 to 07/01/2019	Endorsement Effective Date:	03/27/2019
Producer's Name:	RESECO INS. ADVISORS LLC		
Producer Number:	P60		

AUTHORIZED REPRESENTATIVE

DATE

INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

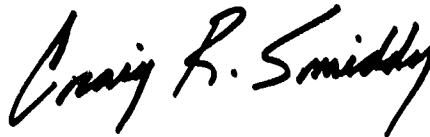
IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

307 N. Michigan Avenue
Chicago, Illinois 60601
A Stock Company



Secretary



President



OLD REPUBLIC GENERAL INSURANCE CORPORATION

POLICYHOLDER NOTICE ECONOMIC AND TRADE SANCTIONS CONDITIONS

You are hereby notified that we shall not provide coverage nor will we make payments under this policy, whether to any Insured, third party, or beneficiary, if it is a violation of any United States of America economic or trade sanctions.



PERFORMANCE BOND

Bond No. 106876190

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that Bancker Construction Corp. (hereinafter called the "Contractor") and Travelers Casualty and Surety Company of America a corporation created and existing under the laws of the State of Connecticut, and licensed to do business in the State of New York, having its principal office in the city of Edison, New Jersey (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

One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) 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 27th day of March, 20 19.

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

Contract No: S80031A

Requirements Contract for the Maintenance & Repair of
Water Mains & Appurtenances - 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



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.

Bancker Construction Corp.

Contractor

by

PHILLIP M BEYER

EXEC. VICE PRESIDENT

(L.S.)

(Corporate seal of Contractor if a corporation)

by

(L.S.)

Title

by

(L.S.)

Title

Travelers Casualty and Surety Company of America

Surety

by

Lois Treiber

(L.S.)

Title of Officer
Lois Treiber, Attorney-In-Fact

Attest:

Matt Stein

(L.S.)

Title of Officer
Matt Stein, Senior Customer Service Manager

(Corporate seal of Surety)

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(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.:
COUNTY OF Suffolk)

On this 27 day of March, 2019, before me personally came **PHILLIP M BEYER** to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [REDACTED] that he is the EXEC. VICE PRESIDENT of BANCKER CONSTRUCTION CORP the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Maureen Engel
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

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(Acknowledgment by Surety Company)

STATE OF New York)

SS.:

COUNTY OF Nassau)

On this 27th day of March, 2019, before personally came
Lois Treiber to me
Known, who being by me duly sworn, did depose and say that he resides
in Glen Cove, NY

that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America
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 Lois Treiber further said
that he is acquainted with Travelers Casualty and Surety Company of America and knows him
to be the Attorney-in-Fact of said company; that the signature
of the said Lois Treiber subscribed to the within instrument is
in the genuine handwriting of the said Lois Treiber
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said

JOANN SPARACIO
Notary Public, State of New York
No. 01SP6360887
Qualified in Nassau County
Commission Expires 6/26/2021

Joann Sparacio
Notary Public

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POWER OF ATTORNEY
FINANCIAL STATEMENT

NO TEXT ON THIS PAGE



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lois Treiber** of Jericho, New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 


Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **March 2019**.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,372,829,396	LOSSES	820,933,807
STOCKS	326,030,613	LOSS ADJUSTMENT EXPENSES	181,114,286
INVESTMENT INCOME DUE AND ACCRUED	39,230,403	COMMISSIONS	42,188,100
OTHER INVESTED ASSETS	2,641,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,706,836	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,453	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,039
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,835	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	5,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,266,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,082
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		TOTAL LIABILITIES	\$ 2,216,124,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,576,352,567
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,016,636,327
TOTAL ASSETS	\$ 4,232,760,599	TOTAL LIABILITIES & SURPLUS	\$ 4,232,760,599

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

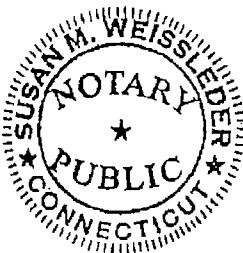
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2018

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022





CERTIFICATE OF SOLVENCY

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut 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 \$2,016,636,327 (Capital \$6,480,000) as is shown by its sworn financial statement for Year-End as of 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 May, 2018

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that Bancker Construction Corp. as Principal,
(Here insert the name and address, or legal title, of the Contractor)

218 Blydenburgh Road, Islandia, NY 11749-0970

hereinafter called Principal, and Travelers Casualty and Surety Company of America,
a corporation of the State of Connecticut, and licensed
to do business in the State of New York, with its home office in

Edison, New Jersey, 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

One Million Five Hundred Thousand and 00/100 Dollars (\$ 1,500,000.00)
(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 March 27th 2019 entered into
a contract with Owner for,

Contract No: S80031A

Requirements Contract for the Maintenance & Repair of
Water Mains & Appurtenances - 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 27th day of March 20

Bancker Construction Corp.

Contractor

by


PHILLIP M BEYER

(L.S.)

EXEC. VICE PRESIDENT

(Corporate seal of
Contractor
Title if a corporation)

by

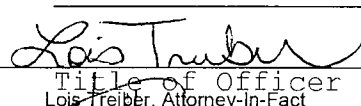
(L.S.)

Title

Travelers Casualty and Surety Company of America

Surety

by


Lois Treiber, Attorney-in-Fact

(L.S.)

(Corporate seal
of Surety)

Attest:


Matt Stein, Senior Customer Service Manager

(L.S.)

(Acknowledgment by Contractor if a corporation)

NO TEXT ON THIS PAGE

STATE OF New York)

ss.:

COUNTY OF Suffolk)

On this 27 day of March, 2019, before me personally came **PHILLIP M BEYER** to me known, who, being by me duly sworn, did depose and say for himself, that he resides [REDACTED] that he is the **EXEC. VICE PRESIDENT** of **BANKER CONSTRUCTION CORP** the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Maureen Engel
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.

MAUREEN ENGEL
Notary Public, State of New York
No. 01EN4942537
Qualified in Suffolk County
Commission Expires Sept. 26, 2022

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

NO TEXT ON THIS PAGE



(Acknowledgment by Surety Company)

STATE OF New York)

SS.:
COUNTY OF Nassau)

On this 27th day of March, 2019, before me personally
came Lois Treiber to me
Known, who being by me duly sworn, did depose and say that he resides
in Glen Cove, NY

that he is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America
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 Lois Treiber
further said that he is acquainted with Travelers Casualty and Surety Company of America
and knows him to be the Attorney-In-Fact of said company;
that the signature of the said Travelers Casualty and Surety Company of America
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said

JOANN SPARACIO
Notary Public, State of New York
No. 01SP6360887
Qualified in Nassau County
Commission Expires 6/25/2021

Joann Sparacio
Notary Public

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POWER OF ATTORNEY
FINANCIAL STATEMENT

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TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lois Treiber** of Jericho

New York, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By:



Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

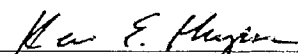
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **March** **2017**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,416,346
BONDS	3,372,829,396	LOSSES	820,933,807
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		TOTAL LIABILITIES	\$ 2,216,124,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,576,352,567
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,016,636,327
TOTAL ASSETS	\$ 4,232,760,599	TOTAL LIABILITIES & SURPLUS	\$ 4,232,760,599

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

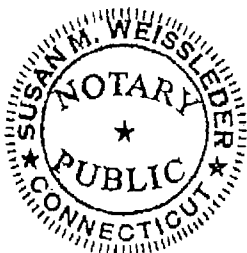
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2018

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



CERTIFICATE OF SOLVENCY

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut 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 \$2,016,636,327 (Capital \$6,480,000) as is shown by its sworn financial statement for Year-End as of 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 May, 2018

Maria T. Vullo
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

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FOR
GENERAL CONDITIONS

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COUNTY OF NASSAU
STATE OF NEW YORK
DEPARTMENT OF PUBLIC WORKS
GENERAL CONDITIONS

GC-1 APPLICATION OF GENERAL CONDITIONS

The provisions of the General Conditions as hereinafter stipulated shall form a part of each Prime Contract and/or separate trade specification except insofar as any such provision or provisions may be manifestly not applicable to any such trade specification.

It shall be the duty of the Contractors to fully familiarize themselves with all of the provisions of the Contract Documents.

GC-2 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

The intent of the Contract Documents is to include everything necessary for the proper execution of the complete finished Work.

GC-3 ORAL MODIFICATIONS

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the Contract.

GC-4 KNOWLEDGE OF CONDITIONS

(See Instructions to Bidders, Section B, Bidder's Obligations.)

GC-5 DRAWINGS AND SPECIFICATIONS

- A. The Drawings and Specifications prepared by the Engineer are intended to agree and anything shown or called for on the Drawings and not mentioned in the Specifications, or vice versa, or any Work or materials necessary to, and usually included in, the complete finish of the Work and/or materials of the character to be furnished by the Contractors, shall be considered to be included herein and shall be performed and furnished by the Contractors without any extra charge, as though the same were both shown and specified.

The Engineer will furnish in addition to the Drawings listed in the Contract Documents, such other and additional Drawings and such explanations in writing as may, in the Engineer's opinion, be necessary for the performance of the Work by the Contractors, and

all such details and explanations shall be binding upon and shall be strictly followed and complied with by the Contractors. All such Drawings shall be consistent with the Contract Documents, true developments thereof, and reasonably inferential therefrom.

- B. All Drawings, and such notes, interlineations, figures and details, as may be noted thereon, shall be considered as a part of and complementary to the Specifications. Full size Drawings and large-scale details shall, in general, govern and take precedence over the small scale Drawings which they are intended to amplify. Figure dimensions shall govern in laying out the Work, and no Work shall be executed from dimensions obtained by scaling the Drawings.

While the Specifications are subdivided into trades, (but only for the purpose of facilitating the Work) Contractors shall, nevertheless, furnish all labor and materials necessary to complete all the Work in accordance with the Contract despite the fact that it may not appear under the Work specified for the particular trade under which it would be normally classified.

- C. The Contractors shall check all supplementary information furnished them immediately upon their receipt. The supplementary information shall not be altered by the Contractors, but should any error or inconsistency appear, or in the event of any doubt or question arising in respect to the true meaning and intent of the Drawings or Specifications, or should anything be omitted from the Drawings or Specifications which is necessary to a clear understanding of the Work, they shall report same in writing within five (5) days to the Engineer who will make any necessary rectification and decisions.

If, in the Contractor's opinion, any Work is shown on the Drawings or called for in the Specifications in such a manner to make it impossible for him to produce or guarantee a first-class piece of Work, he shall refer the same in writing to the Engineer before proceeding.

- D. If, at any time, the County shall fail to supply sufficient or clear information to enable the Contractor to proceed with the Work, the Contractor shall immediately notify the Engineer in writing, and in no case, will the lack of such information, or failure to understand the Drawings or Specifications, or ignorance of the contents of either, be considered or received as an excuse for improper or inferior construction, workmanship or materials, or for any delay in performing the Work, or as a justification for any claim for Extra Work or materials.

Should any question or disagreement arise concerning the meaning of Drawings or Specifications, such question or disagreement shall be settled by the Engineer, whose decision in writing shall be final.

- E. The Contractors will be furnished by the County, without charge, the following number of copies of the Contract Drawings and Specifications:

<u>Contract</u>	<u>No. of Copies</u>
General Construction	2
Electrical	2
Structural	2

Any sets of Contract Drawings and Specifications which the Contractors may require in addition to these will be furnished at cost of reproduction and handling.

- F. The Contractors shall keep at least one copy of all Drawings and Specifications at the Site in good order and available to the County, the Engineer, or their representatives. These Drawings and Specifications shall be kept up to date at all times and show all changes.

GC-6 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications are and shall remain the property of the County. These are furnished to the Contractors as instruments of service. They are not to be used on any other work.

GC-7 COORDINATION WITH OTHER CONTRACTORS

- A. During the progress of the Work on this Contract, other contractors may be engaged in performing Work within the Contract area and in areas adjacent to this Contract area.
1. The Contractor's attention is specifically directed to the fact that because of the work on other contracts within and adjacent to the limits of this Contract he may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.
 2. The Contractor may be required to cooperate with other Prime Contractors and the owners of the various utilities and to coordinate and arrange the sequence of his Work in such a manner that all work, proposed or in progress within or adjacent to the limits of the Contract, can be progressed with as little interference as possible.
 3. In case of interference between the operations of a Contractor and/or utility owners and/or other Contractors, the Engineer shall be the sole judge of the rights of each party and of the sequence for Work necessary to expedite the completion of all the work progressed or about to be progressed within or adjacent to the Contract limits.
- B. The direction of the Engineer on the order and sequence of the Work shall not in itself constitute a basis for extra compensation or an Extension of Time.

GC-8 MEETINGS

A Pre-Construction Meetings

1. After the Contract has been awarded, but prior to the start of actual construction, two separate and distinct Pre-Construction Meetings will be scheduled by the Engineer.
2. The intent of the meetings shall be to discuss State requirements, use of Subcontractors, submissions required from the Contractor prior to start of Work, major equipment deliveries and priorities, construction procedures, payment criteria, time for completion, and any specific or unique criteria to be followed.
3. The second Meeting, if required, will involve the Nassau County Department of Public Works, Local Municipalities, Police and Fire Department, Utility Companies, the Contractors and the Engineer. The prime purpose of this conference is to acquaint local officials, highway departments, and utilities with the proposed Contract limits, construction procedures, maintenance of traffic, and areas where utilities may be affected.

B. Progress Meetings

1. Meetings shall be called as required, as progress of the Work dictates, or as deemed necessary by the Engineer.
2. Responsible representation from major equipment manufacturers will be the Contractors' responsibility at Progress Meetings on demand from the County or Engineer. Refer to all Divisions of the Technical Specifications for other requirements.
3. Attendance:
 - a. County
 - b. Engineer
 - c. Contractor
 - d. Subcontractors, only with Engineer's approval or request, as pertinent to the agenda.
4. Minimum Agenda
 - a. Review minutes of previous meetings.
 - b. Review progress of Work since last meeting.
 - c. Note and identify problems which impede planned progress.
 - d. Develop corrective measures and procedures to regain planned Schedule.
 - e. Revise construction Schedule as indicated and plan progress during next Work period.

- f. Maintaining of quality and work standards.
- g. Complete other current business.

GC-9 BID BREAKDOWN – NOT USED

GC-10 SUPERINTENDENCE AND WORKMEN – NOT USED

GC-11 LAWS AND ORDINANCES

The Contractors accept the Drawings and Specifications and other Contract Documents, submitted by the Engineer, on the basis that such Drawings, Specifications and other Contract Documents do not constitute a release of responsibility on the part of the Contractors to know and supervise the actual construction in all its parts so that such construction complies with all legal regulations. The Contractors shall be held to be both responsible and accountable for any damage which the County may suffer as a result of non-compliance with any or all legal regulations.

The Work shall be performed by the Contractors, in all respects, in strict conformity to all laws, rules, regulations, requirements and ordinances of the federal, state, and local governments and all departments and bureaus thereof, and of the National Fire Protection Association. Should the Drawings or the Specifications conflict with the law, the Contractors shall immediately notify the Engineer in writing of such conflict, and shall thereafter follow the written instructions of the Engineer in respect thereto; or should the Drawings or Specifications require more than the law requires, the Drawings and Specifications shall be followed nevertheless.

Each Prime Contractor shall obtain and pay for all permits and fees required by the Work performed under his Contract. Notwithstanding the requirements of the preceding paragraphs, all Contractors shall be additionally governed by OSHA requirements. All electrical Work shall comply with the N.E.C. and the respective Contractor will be required to furnish for his Work, Underwriters Certificates issued by Underwriters Laboratories for compliance.

Compliance with the foregoing requirements shall not relieve the Contractors of any other of their obligations under this Contract.

GC-12 PERMITS

GC-13 ACCIDENTS

- A. If death, serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Engineer.

- B. Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- C. If any claim is made by anyone against the Contractor or Subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

GC-14 CONTRACTOR SUBMISSIONS

In accordance with the requirements of the Contract Documents, the Contractor shall furnish all required submittals which shall include, but not be limited to, the following tabulation of Contractor submissions.

A. Materials and Equipment

1. Suppliers and Manufacturers

The Contractor shall submit to the Engineer a list of materials and equipment suppliers and manufacturers for approval in accordance with the requirements of the General Conditions, Article GC-17. "Materials and Equipment Approvals, Substitutions, and Deviations".

2. Material and Equipment Orders Schedule

- a. The Contractor shall prepare and submit his tabulation of principal items of equipment and materials to be purchased to the Engineer for review and approval.

The schedule shall be revised as required prior to approval by the Engineer.

- b. Two (2) updated copies of the schedule shall be submitted to the Engineer with the application for partial payment.
- c. The schedule shall be updated weekly and one copy submitted to the Engineer.
- d. Schedule shall be submitted until all of the data is incorporated into the CPM Scheduling for the project.

B. Substitutions

- 1. Requests for substitutes may be proposed to the Engineer. The period for submitting requests outlined within these specifications will be strictly

enforced. Such requests shall conform to the requirements of General Conditions, Article GC-17, "Materials and Equipment, Approvals, Substitutions and Deviations".

2. Requests for substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, subcontractors, or other parties.

C. Shop Drawings

1. The Contractor shall prepare and submit two (2) copies of his schedule of shop drawings submissions of the Engineer for review and approval.
2. In order to maintain the construction schedule for this project the Contractor shall submit all shop drawings within the timeframe indicated in Division 1, General Requirements to the Technical Specifications and the Contractor's schedule of shop drawing submissions shall conform to these requirements.
3. Shop drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any work. The Contractors may begin the preparation of shop drawings as soon as possible after signing of the Contract. Formal submission of shop drawings will begin after execution of the Contract by the County Executive.

D. Coordination Drawings

1. Coordination Drawings shall be completed by all Contractors within thirty (30) days from the Notice to Proceed.
2. Coordination Drawings shall be initiated, completed and submitted for distribution so as not to delay the construction.

E. Layout and Installation Drawings

1. Layout and installation drawings shall be completed by all Contractors within one hundred and twenty (120) days from the Notice to Proceed.
2. Layout and installation, drawings submitted for review by the Engineer shall include all pipes, valves, fittings, sewers, drains, heating and ventilation ducts, all electrical, heating, ventilating and other conduits, plumbing lines, electrical cable trays, lighting fixture layouts, and circuiting, instrumentation, communications power supply, alarm circuits, etc., under this Contract.

F. Operations and Maintenance Manuals

1. For special requirements for Final Operations and Maintenance Manuals, see Division 1, General Requirements of the Technical Specifications.

G. Maintenance and Lubrication Schedules

1. A maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Submission shall be two (2) copies.
2. The schedules shall provide the information and be in the form indicated in Division 1, General Requirements of the Technical Specifications.

H. Samples

1. Samples and Shop Drawings which are related to the same unit of work or Specification Section shall be submitted at the same time. If related shop drawings and samples are submitted at different times, they cannot be reviewed until both are furnished to the Engineer.
2. All samples are to be submitted in accordance with the requirements of General Conditions, Article GC-15, "Samples".

I. Shop Drawing Requirements

1. Where the nature of the work of the Contract makes it necessary, or where so required by the Engineer, Contractors shall submit scale and full size shop drawings of their work for the approval of the Engineer. The shop drawings shall be complete in every detail including provisions required of various trades, connections with other work, all cutting, fitting and drilling required and any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.
2. Shop drawings include, but are not limited to, shop drawings, layout and installation drawings in plan and elevation, certified wiring diagrams, interconnecting wiring diagrams, manufacturer's data, etc. Contractor shall be responsible for securing all of the information, details, dimensions, drawings, etc., necessary to prepare the Shop Drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. Contractor shall secure such information, details, drawings etc. from all possible sources including the Contract Drawings, drawings prepared by subcontractors, suppliers, etc.
3. All shop drawings submitted by the Contractors which involve a change at variance with the Contract Drawings shall be noted by the Contractors by

advising the Engineer in writing as to the recommended change and the reason therefor.

4. Contract Drawings are for engineering and general arrangement purposes only and are not to be used as shop drawings.
5. Shop drawings shall accurately and clearly present the following:
 - a. All working and installation dimensions.
 - b. Arrangement and sectional views.
 - c. Units of equipment in the proposed positions for installation details of required attachments and connections and dimensioned locations between units and in relation to the structures.
 - d. Necessary details and information for making connections between the various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories appurtenances, etc.
6. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
7. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
8. The Contractor shall provide all required copies for the use of the various trades and at the site, and one (1) copy of approved shop drawings shall be provided by the Contractor to the other Prime Contractors.
9. Contractor Responsibilities
 - a. Before submitting shop drawings to the Engineer all submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking. Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufactures, or suppliers by the Contractor for correction.

- b. All submittals, including shop prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature of approval certifying that they have been so checked.
- c. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall call the Engineer's attention to any changes by larger letters on shop drawings. If this is not done, even if the work is incorporated in the construction, it will not be accepted by the Engineer even if shop drawings are "Approved".
- d. No materials or equipment shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".
- e. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors deviations and/or omissions.

10. Procedure for Review

- a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.
- b. Contractor shall revise and resubmit submittals as required by the Engineer until submittals are "Approved" or "No Exceptions Taken" by the Engineer.
- c. Approval of a Shop Drawing by the Engineer will constitute approval of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances shown.

J. Coordination Drawings Requirements

- 1. The General Construction Contractor shall initiate coordinating the installations of all the Contracts by means of Coordination Drawings, as specified herein. The Coordination Drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the Coordination Drawings.

2. The General Construction Contractor shall prepare a set of full scale Drawings, indicating equipment and appurtenances, at not less than 3/8-inches scale. The Drawings shall show architectural and structural features shown on the General Construction Drawings. Site coordination drawings shall be at not less than 1"-20' scale. Two sets of prints shall be furnished for the County's review for conformance with the intent of this Section. Corrections, if required, shall be made to the drawing set.
3. The General Construction Contractor shall deliver the drawing set to the other Sub-Contractors, who will draw their Work to scale on these Coordination Drawings.
4. In the preparation of all the Coordination Drawings, composite drawings, large scale details as well as cross and longitudinal sections shall be made as required, or as directed by the Engineer, to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items. In preparing the Coordination Drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without the County's approval. During this period, the Contractors shall make a good faith effort to coordinate work among themselves. If conflicts or interferences cannot be satisfactorily resolved, the County shall be notified and its decision obtained.
5. No preference or advantage shall be given to any Contractor in considering resolution of conflicts, or grant priority to any one Contractor in the allocation of space. If the Contractors are unable to reach agreement on a matter of interference, the matter shall be submitted to the County for its binding decision. Should any problems of coordination require architectural or structural change of design, the change shall be submitted to the County for resolution. At the completion of this phase of the Coordination Drawings preparation, the County shall hold coordination meetings with the Prime Contractors to eliminate any interference among the trades that the Drawings indicate and to avoid any conflicts during installation of the work.
6. At the completion of these meetings, and after the General Construction Contractor's set of drawings have been coordinated and all necessary changes have been made, the County shall hold a final coordination meeting where these Drawings shall then be signed-off by each of the Contractors, indicating their awareness of, and agreement with, the indicated routings and layouts and their inter-relationship with the adjoining or contiguous work of all Contracts. Thereafter no unauthorized deviations will be permitted and if made without the knowledge or agreement of the County or other affected contractors, will be subject to removal and correction at no additional cost to the County.

7. After the final Coordination Drawings have been agreed upon and signed by all Contractors, the General Construction Contractor shall provide and distribute four (4) copies to each of the Contractors and four (4) copies to the County, for reference and record purposes. Contractors desiring additional copies of such drawings, beyond the basic distribution indicated above, shall arrange and pay for cost of same.
8. The record copies of final Coordination Drawings shall be retained by each Contractor as a working reference. All shop drawings, prior to their submittal to the County, shall be compared with the Coordination Drawings and developed accordingly by the Contractor responsible. Any revisions to the Coordination Drawings which may become necessary during the progress of the work shall be noted by all Contractors and shall be neatly and accurately recorded on the recorded copies. Each Contractor shall be responsible for the up-to-date maintenance of his own record copies of the Coordination Drawings and to keep one copy available at the Site. The Coordination Drawings and any subsequent changes thereto, shall be utilized by each Contractor in the development of his as-built drawings.
9. No extra compensation will be paid by the County to any Contractor for relocating any duct material that has been installed without proper coordination among all the Contractors and the trades involved. If any improperly coordinated work, or work installed that is not in accordance with the approved Coordination Drawings, necessitates additional work by the other Contractors, the costs of such additional work shall be assessed to the Contractor responsible, as determined by the County.
10. All changes in the work on any Contract, whether a change in price is given or not, shall be shown on the Coordination Drawings.
11. All work on the Coordination Drawings shall be performed by competent draftsmen, in clear, legible manner. The County shall be the sole judge of the acceptability of the Coordination Drawings.
12. Coordination Drawings shall not be used for "as-built" drawings.

K. Layout and Installation Drawings Requirements

1. Layout and installation drawings are to be submitted in accordance with the requirements hereinbefore specified under Paragraph I, Shop Drawings Requirements.

2. Layout and installation drawings shall show connections to structures, equipment, sleeves, valves, fittings, etc.
3. Drawings shall show the location and type of all supports, hangers, foundations, etc. and the required clearances to operate valves, equipment, etc.
4. The drawings for pipes, ducts, conduits, etc. shall show all electrical conduits and pressure piping, electrical cable trays, heating and ventilation ducts or pipes, structures, manholes or any other feature within four (4) feet (measured as the clear dimension) from the pipe, duct, conduit, etc. for which the profile is drawn.

GC-15 SAMPLES

A. General

1. Where required in the specifications for the various trades or otherwise requested by the County or Engineer, samples of any material to be used and of the finish to be applied in the work, shall be submitted by the Contractor for approval in accordance with these specifications.
2. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.
3. Contractor shall store and protect large samples and mock-ups until the Project is complete or until a time approved by the Engineer.
4. Accepted samples will establish the standards by which the completed work will be judged.

B. Samples

1. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type range of color, finish or texture and shall be properly identified.
2. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Engineer and shall bear the Contractor's stamp of approval certifying that they have been checked.
3. Samples shall be submitted in triplicate and each sample shall be identified with the name and number of the project, reference to Specification Section, Contract Drawings number, nature of the material, trade name of manufacturer and the location of its intended placement. Written approval shall be obtained, and the work furnished shall conform strictly to the samples approved by the

Engineer. No approval of a sample shall be taken in itself to change or modify any of the requirements of the Contract.

4. Transportation charges or samples submitted to the Engineer shall be prepaid by the Contractor.
5. If samples are disapproved, the Contractor shall make all corrections required and shall resubmit the required number of new samples until approval is received.

C. Job Mock-Ups

1. Mock-ups shall be constructed only after the individual samples and components used in the mock-up have been approved by the Engineer. If a mock-up is not approved, Contractor shall construct additional ones until approval is received.

D. Samples for Tests

1. Contractor shall furnish such samples of material as may be required for examination and test. All samples of material for tests shall be taken according to standard methods and as required by the Contract Drawings.

GC-16 TEMPLATES AND PATTERNS

Templates and patterns shall be prepared and provided as required for the proper execution of the Work under the various Prime Contracts, by the various trades.

GC-17 MATERIALS AND EQUIPMENT, APPROVALS, SUBSTITUTIONS AND DEVIATIONS

A. Approval of Materials and Equipment Suppliers and Manufacturers

1. The Contractor shall submit to the Engineer for approval a list of materials and equipment suppliers and manufacturers who are to furnish items of materials or equipment.
2. Where the acceptability of any equipment or material specified herein is conditioned upon that item having a record of satisfactory operation for a specified period of time, such acceptability may be considered lacking such record, only if the manufacturer and/or supplier can provide a bond or cash deposit which will guarantee replacement at no cost to the County in the event of failure occurring prior to the expiration of the experience record term specified. The item proposed must meet all other technical requirements stipulated in the Specifications.

3. If the materials and equipment submitted are offered as substitutes to the Contract Documents the Contractor shall advise the County and the Engineer of the substitutions and comply with the requirements hereinafter specified in this Article.

B. Storage and Protection of Equipment and Materials

The Contractor shall make every effort to minimize extended storage periods for materials and equipment at the site by judiciously scheduling deliveries to coincide with construction needs. The Contractor shall store his material and equipment in accordance with the requirements of Division 1, General Requirements of the Technical Specifications. The Contractor shall not store unnecessary materials or equipment at the site and shall take care to prevent any structure from being loaded with a weight which will endanger its integrity or the safety of persons. The Contractor shall follow the instructions of the Engineer, regarding the posting of regulatory signs for loading on structures and other safety precautions. The Contractor shall obtain from the equipment manufacturers a letter detailing the method of storage and the maintenance of the stored equipment for the Engineers review. All storage and methods of protection for material and equipment at the site shall be subject to the prior approval of the Engineer. Any costs associated with the storage and protection of materials and equipment shall be deemed to be included under the Contract and no additional payment will be made.

1. Materials

- a. Materials may be stored out of doors if supported on wood runners above ground surface and protected with approved, effective durable covers.
- b. Materials shall not be placed within ten (10) feet of fire hydrants.
- c. Avenues for personnel and vehicular movement, gutters, drainage channels and inlets shall be kept unobstructed at all times.

2. Major Equipment

- a. No Major Equipment Item shall be brought to the site until the following conditions are met:
 - (1) The County must have received the manufacturer's recommendations for on site storage in writing.
 - (2) The structure in which the equipment is to be installed is roofed (roofing must be watertight) and has such protection of doorways, windows and other openings that will provide reasonable protection from the weather.

- b. The manufacturer must certify to the County, in writing, that the equipment has been properly stored.

3. Special Equipment

- a. The storage of special equipment shall be in accordance with the requirements specified in Division 1 of the Technical Specifications.

4. Equipment other than Major Equipment

- a. The Contractor shall not ship any equipment to the site until approval is received from the County. Under no circumstances shall equipment be delivered to the Site more than one month prior to installation without written authorization from the County.
- b. Storage of any mechanical or electrical equipment out of doors at any time is absolutely prohibited regardless of the protection furnished. Storage of mechanical and electrical equipment within structures at the Site will not be permitted until all structural work has been completed and the structure is made weathertight.
- c. All mechanical and electrical equipment shall be coated, wrapped and otherwise protected from snow, rain, drippings of any sort, dust, dirt, condensed water vapor, etc. during shipment, storage, and subsequent to installation and until placed in service.
- d. Should storage of mechanical and electrical equipment become necessary before it can be stored at the Site, the Contractor shall provide storage in a weatherproof warehouse.
- e. All costs for equipment protection including warehousing or other work to meet the scheduled completion date shall be deemed to be included under the Contract and no additional payment will be made.
- f. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the County, until such time as the equipment is be installed.
- g. All equipment shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer.
- h. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the County. These instructions shall be carefully followed and a written record of this kept by the Contractor.

- i. Moving parts shall be rotated a minimum once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
- j. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
- k. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its conditions has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.
- l. Where equipment must be installed before the erection of adequate protective structures, the Contractor, without additional compensation shall provide approved, effective and durable covers and provide such other protection as required for fully protecting such equipment from damage from the elements or other causes.

C. Installation of Equipment

1. General

- a. Contractor shall have on hand sufficient personnel, proper equipment, and machinery of ample capacity of facilitate the work.
- b. Contractor shall be responsible for locating, aligning and leveling all equipment and shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.
- c. Complete manufacturer's installation instructions, including permissible tolerances, shall be furnished in duplicate with each unit of equipment or set of identical units before installation.
- d. All equipment shall be installed in accordance with the approved shop drawings: inclusive of manufacturer's specifications, drawings and

tolerances; under the direct supervision of the required manufacturer's engineer. In no instance shall the directions of the manufacturer's engineer contravene the Engineer's direction.

- e. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the drawings unless directed otherwise by the engineer during installation.

2. Installation

- a. Special care shall be used in locating, aligning and leveling all equipment and parts thereof to insure that each item is in the proper position relative to other equipment, and that all parts are aligned within allowable tolerances. The Contractor shall be responsible for this accuracy, and shall notify the Engineer of any conditions in prior work which would prevent this alignment before proceeding with the work. The Contractor shall employ a licensed surveyor to set all lines and levels of equipment to the accuracy required.
- b. Concrete foundations for equipment shall be approved design and shall be adequate in size, suitable for the equipment erected thereon.

D. Nameplates

- 1. Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally, stamped, or otherwise permanently marked upon the item of equipment.
- 2. Such other information as the manufacturer may consider necessary to complete identification, or as specified, shall be shown on the nameplate.

E. Painting

- 1. Except as otherwise specified or required, equipment shall be primed and finish painted at the factory, in accordance with the recommendations of the approved manufacturer.
- 2. Necessary field painting, as assigned to the individual Prime Contractors, shall be in accordance with the requirements of the painting specifications in the General Construction Contract. Any damage to shop coatings shall be corrected to the satisfaction of the Engineer.

F. Damage During Tests and Instruction Periods

Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and he shall neither have nor make any claim for damage which may occur to equipment prior to the time when the County formally takes over the operation thereof.

G. Services of Manufacturer's Engineers

The contract price shall include the cost of furnishing competent engineers or superintendents from each company manufacturing equipment for the Project to:

1. Assist the Contractor to install, adjust and test the equipment in conformity with the Contract Documents.
2. Supervise start-up operations and adequately instruct designated employees of the County in the proper operation and maintenance procedures of equipment installed.
3. The manufacturer's engineers shall devote, as a minimum, the full time specified in the detailed equipment specifications. Any additional time required to achieve successful installation and operation shall be at the expense of the Contractor. The manufacturer's representatives shall sign in and out in a book kept by the Engineer on every occasion they are on the site and shall indicate time of arrival and departure.
4. Be available to check equipment operation and maintenance procedures, when required by the County, throughout the guarantee period of the equipment.

H. Equipment Manufacturers Certification

As a condition precedent to acceptance of equipment installed and operating, the Contractor will provide the County with written certification, obtained from each company manufacturing equipment for the Project, that the equipment is installed and does operate in accordance with the specifications and manufacturer's recommendations.

I. Substitutions

1. Unless otherwise specified, all materials and equipment incorporated in the work under these Contracts shall be new.
2. Whenever specific references are made in the Specifications, to manufacturer's or brand names, the intent is to establish a standard of type, quality and function of the required material or equipment. Where several of such specific references are given for any item of material or equipment, at least one will include a specific catalog number or other identifying designation. The products of the other listed manufacturers must in the opinion of the Engineer, be equivalent to the product so

identified. The fact that one or more of the other manufactures listed does not provide material essentially meeting the standards of the referenced manufacturer or other Specifications requirements shall not relieve the Contractor of responsibility for providing materials complying with such requirements. The fact that manufacturer's names are specified for any item shall not be constructed as implying that such item need not comply with any additional performance, construction or other requirements specified for the item. In all cases, the Specifications requirements shall take precedence over the manufacturer's standard.

3. Requests for substitutions of equipment or materials shall be made in accordance with the time conditions stipulated in these specifications. Such requests shall conform to the following requirements:
 - a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed substitution is equal.
 - b. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
 - c. A list of installations where the proposed substitution is equal to the specified piece of equipment or materials.
 - d. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.
4. Where the approval of a substitution requires revision or redesign of any part of work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to the approval of the Engineer.
5. In the event that the Engineer is required to provide additional engineering services, then the Engineer's charges for such additional services shall be charged to the Contractor by the County in accordance with the requirements of the General Conditions, Article GC-18, "Contractor Costs for Engineering Services".
6. Any modifications in the work required under other Contracts to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in Contract prices will be deducted by the County from payments otherwise due the Contractor who initiated the changed design.

7. In all cases the Engineer shall be the judge as to whether a proposed substitution is to be approved. The Contractor shall abide by his decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the Engineer.
8. In making request for substitution, Contractor represents that:
 - a. Contractor has investigated proposed substitution, and determined that is equal to or superior in all respects to the product, manufacturer or method specified.
 - b. Contractor will provide the same or better warranties or bonds for proposed substitution as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
 - d. Contractor shall have and made no claim for an extension of time or for damages by reason of the time taken by the County and Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the County and Engineer to approve a substitution proposed by the Contractor. Any delays arising out of consideration for an approval of a substitution shall be the sole responsibility of the Contractor requesting that substitution and he shall arrange his operations to make up the time lost.
9. Proposed substitutions will not be accepted if:
 - a. Acceptance will require substantial revision of Contract Documents.
 - b. They will change design concepts or Technical Specifications.
 - c. They will delay completion of the work, or the work of other Contractors.
 - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for substitution from Contractor.
10. Only those products originally specified and/or added by approved requests for substitutions submitted in accordance with the preceding paragraphs may be used in the work. Whenever requests for substitutions are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following:

- a. Any material or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Engineer, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any work, inspection of tests; it must be available in a reasonably equivalent range of colors, textures, dimensions, gauges, types and finishes as the material or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with existing systems, ease and cost of maintenance; it must be compatible with the design and not necessitate design modifications by the Engineer; its use must not impose additional work, or require changes in, the work of any other Contractor without the written agreement of such Contractor.
 - b. Availability of spare parts shall be assured for the useful life of the Project.
 - c. Request for all substitutions shall be accompanied by all information needed for the Engineer to make an evaluation, including manufacturer's brand to trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
 - d. The Engineer reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
 - e. All requests for substitutions of materials or other changes from the Contract requirements, shall be accompanied by an itemized list of all other items affected by such substitution or change. The Engineer shall have the right, if such is not done, to rescind any approvals for substitutes or changes and to order such work removed and replaced with work conforming to requirements of the Contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
11. Approval of a substitution will not relieve Contractor from the requirement for submission of Shop Drawings or any of the provisions of the Contract Documents.

J. Deviations

- 1. Requests for deviations from the Contract Documents and the reasons therefore, may be proposed to the Engineer. This period for submitting requests will be strictly enforced. The Contractor waives all claims for additional costs or extension of time related to proposed deviations that subsequently may become apparent.

2. Deviations shall mean the departure by the Contractor from the performance of his work in accordance with the Contract Documents.
3. In all cases the Engineer shall be the judge as to whether a proposed deviation is to be approved. The Contractor shall abide by his decision when proposed deviations are rejected and shall in such instances perform the work in accordance with the meaning and intent of the Contract Documents.
4. Any delays arising out of consideration for an approval of a deviation shall be the sole responsibility of the Contractor, and he shall arrange his operations to make up the time lost.

GC-18 CONTRACTOR COSTS FOR ENGINEERING SERVICES

- A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the County.
- B. Structural design shown on the Drawings is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and specified. If the equipment furnished differs from said features, the Contractor shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's charges in connection therewith.
- C. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be back charged to the Contractor, at the rate by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all involved costs in the reviewing and approval process will likewise be back charged to the Contractor unless judged by the Engineer that the need for such deviation from previously approved data is beyond the control of the Contractor.

GC-19 INSPECTION AND TESTING

- A. Testing Laboratory Services

1. General

- a. The County will perform the following tests; concrete slump, concrete cylinder, concrete materials, concrete air content, soils density tests, and paving materials. The Contractor shall plan and conduct his operations to permit taking of field samples and test specimens, as required, and to allow adequate time for laboratory tests by the County. The collection, field preparation and storage of field samples and test specimens shall be as directed by the County and Engineer, and shall be the responsibility of the Contractor.
- b. The Contractor shall provide and pay for all other laboratory testing and checking required by the Technical Specifications, including the cost of transporting all Samples and test specimens. The Contractor shall submit the names of three experienced testing laboratories, one of which will be chosen by the County to conduct the testing specified.
- c. Tests performed by the County shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate conformance with the Specifications.
- d. The County reserves the right to test any and all materials being manufactured expressly for this Project, offered to be furnished or delivered at the Site, or installed in place.

2. Test Reports

- a. During the progress of the Work, two (2) copies of all test reports shall be submitted directly to the Engineer from the testing laboratory, as they are completed, with a copy sent to the Contractor.
- b. Each test report shall be signed and certified by a responsible officer of the testing laboratory.

3. Significance of Tests

Test results shall be binding on both the Contractor and the County, and shall be considered irrefutable evidence of compliance or non-compliance with the Specification requirements, unless supplementary testing shall prove, to the satisfaction of the County, that the initial Samples were not representative of actual conditions.

4. Supplementary and Other Testing

The Contractor may conduct additional tests as he may require. Should the Contractor at any time request the County to consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the County. Testing of this nature shall be conducted at the Contractor's expense.

B. Watertightness of Structures

1. General

- a. It is the intent of these Specifications that all concrete Work, sealing Work around built-in items and penetrations be performed as required to insure that:
 - (1) Groundwater, surface water, and water or liquids in liquid retainment structures will not intrude into any equipment rooms, pipe galleries, habitable areas or other generally dry areas.
 - (2) leakage in process tankage or other liquid retainment structures does not exfiltrate through to the exterior.
- b. The required watertightness shall be achieved by quality construction, proper sealing of all joints and penetrations and repair of existing joints and penetrations.
- c. Each unit shall be tested separately and the leakage tests shall be made prior to backfilling and before equipment is installed. Only potable water shall be used for the tests unless specified otherwise.
- d. The General Construction Contractor shall provide at his own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc. necessary to perform the required tests unless specified otherwise.

2. Built-in Items and Penetrations

- a. All pipe sleeves, built-in items and penetrations shall be sealed as detailed and as required to insure a continuous watertight seal.

3. Enclosing Structures

- a. All underground structures enclosing operational and other dry areas to be constructed under this Contract shall be repaired by the General Construction Contractor where there are visible internal signs of leakage. Particular attention to this matter is required when dewatering activities are terminated and the groundwater table returns to natural levels.

- b. If required, such Work shall be performed on exterior surfaces of the structures and shall include the necessary excavation, sheeting, dewatering, repair, backfill, etc., associated with the repair.

4. Leak Repair

The General Construction Contractor shall perform remedial work required to eliminate or reduce leaks to allowable amounts per the Specifications. If the General Construction Contractor fails to comply, the County shall have the authority to have these leaks repaired by others. The cost of repairs, by others, shall be deducted from monies due or to become due to the General Construction Contractor.

C. Field Testing of Equipment

1. General

All equipment shall be set, aligned, assembled and tested in conformance with the approved Shop Drawings, manufacturer's drawings and instructions, and as indicated in the Specifications.

2. Field Tests

- a. Upon completion of the installation, and at a time approved by the Engineer, equipment will be tested by operating it as a unit with all related piping, ducting, electrical controls and mechanical operations.
- b. All costs in connection with such tests including all materials, equipment, instruments, labor, etc. shall be borne by the Contractor. Fuel (diesel or gasoline) costs to be borne by the County.

D. Shop Witness Testing and Certification

- 1. Each item of equipment or material for which pressure, head, capacity, rating, efficiency, performance, function or special requirements are specified or implied shall be tested at the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents and applicable test codes and standards.
- 2. a. When the Technical Specifications require witness shop tests at the point of manufacture, or other approved facility, the only tests which will be accepted are those made in the presence of the Engineer or his

representative. The Contractor shall give the Engineer written notice fifteen (15) consecutive calendar days in advance of the time when the equipment will be ready for the witness shop tests or for required inspections. This notification shall include a diagram of testing set-up and a list of instruments the manufacturer proposes to use for the tests. All instruments shall be of ranges suitable for the quantities to be measured, with approved laboratory calibration. Two (2) copies of witness shop test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.

All equipment and material to be witness shop tested shall be identified with serial numbers and/or approved permanent type identification marks.

- b. The Engineer shall be available to witness shop testing during normal business hours which defined herein as an eight-hour period between 8:00 a.m. and 6:00 p.m. with a one hour break for lunch. In the event dangerous or hazardous conditions exist at the test facility or if adequate lighting has not been provided, the test will be terminated until the conditions are corrected. Witness shall be provided with protection from the element and sanitary facilities and drinking water shall be available for their use.

Testing shall be conducted in an expeditious manner and it is expected that each day's testing shall start as scheduled. Excessive or repetitious delays will be considered cause for the witnesses to terminate and reschedule the witnessing of the tests.

All costs, including travel and subsistence expenses, incurred by the Engineer or his representative because of termination of the tests, will be back charged to the Contractor by deducting such costs from payment due for work completed.

3. When the Technical Specifications do not require witness shop tests of such equipment at the point of manufacture, or other approved facility, or when witness shop tests specified in the Technical Specifications are waived by the Engineer, two (2) copies of the manufacturer's actual test data and the interpreted results thereof, accompanied by a certificate of authenticity sworn to be a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.
4. In the event any equipment or material fails to meet the test requirements, the manufacturer shall make all necessary changes, adjustments and replacements and the tests shall be repeated, at no additional cost to the County, until the equipment or material test requirements are acceptable to the County.

5. No equipment or material shall be shipped to the Project until the Engineer notifies the Contractor, in writing, that the shop test reports are acceptable.

E. Inspection of Manufacturer's Facilities

The Engineer may inspect the manufacture or fabrication of any material or equipment that will be utilized in the Work. The Contractor shall advise the Engineer on the status of the progress of the manufacture or fabrication of such material or equipment. Sufficient advance notice shall be given of various stages in the manufacturing or fabrication process so that the Engineer may schedule inspections of the facility engaged in the performance of the work.

GC-20 NOT USED

GC-21 PROTECTION REQUIREMENTS

The Contractor shall be responsible for protection against vandalism, theft or malicious mischief of all of his Work, materials and equipment at all times from the start to Final Acceptance of the Work.

A. Protection of Property

1. Contractor shall be responsible for the preservation and protection of property on or adjacent to the Work Site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.
2. In the event of any claims for damage or alleged damage to property as a result of Work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of Work in the vicinity of property adjacent to the Work Site, the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before Final Payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims to have been placed in escrow, or that an adequate bond to cover such claims has been obtained.
3. Contractor shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, privately-owned land except on easements provided herein. In the event that the Contractor has trespassed upon private property in the prosecution of the Work of this Contract, the County may

withhold payment for the value of the claim, but in any case no less than a sum of five hundred dollars (\$500) for each incident, until the Contractor has secured a release from the property owner upon whose property the trespass was committed.

4. Contractor expressly undertakes to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.

B. Open Excavations

1. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the County. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.
2. The Contractor shall take precautions to prevent injury to the public and County personnel due to open trenches. All trenches, excavated material, equipment or other obstacles which could be dangerous to the public and County personnel shall be well-lighted at night.

C. Fire Protection

1. Contractor shall take all necessary precautions to prevent fires at or adjacent to the Work, buildings, etc. and shall provide adequate facilities for extinguishing fires which do occur. No burning of trash or debris will be permitted.
2. When fire or explosion hazards are created in the vicinity of the Work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the Contractor shall immediately alert the Nassau County Fire Marshall and the Engineer of such hazards. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshall and the Engineer to prevent the occurrence of fire or explosion.

D. Chemicals

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of the EPA and other recognized certifying Agencies. Use of all

such chemicals and disposal of residues shall be in strict conformance with regulatory requirements.

E. Explosives

Use of explosives is prohibited unless approved by the County.

F. Protection of Persons

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workman and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches, and other excavations, and falling materials and he shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Engineer by the Contractor. The person so designated shall be available by phone during non-working hours.

G. Contractor's Right to Act

1. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the County, in a diligent manner. He shall notify the County immediately thereafter.

GC-22 ACCESS ROADS AND PARKING AREAS

A. Access Roads

1. The General Construction Contractor shall construct and maintain such temporary access roads or access points, as required to perform his Work and that of all other Contractors on the Project. Access roads or points must be installed and continuously maintained in a condition that will allow passage of all vehicles under their own power. The General Construction Contractor will be responsible for all damages resulting from his failure to perform as herein required.
2. Access roads, where possible, shall be located over the areas of the future road system and relocated and replaced as necessary to accommodate the progress of the Work.

3. The Contractor shall keep access points clean and serviceable at all times. Use of mechanical sweeper upon project completion may be required by the Engineer.
4. Dust resulting from construction operations shall be controlled by Contractor to prevent a nuisance on the Site or in adjacent areas.
5. Use of water will not be permitted.

B. Maintenance of Traffic

1. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the County.
2. Detours around construction will be subject to the approval of the County. Periods when traffic is being detoured will be subject to approval of the County.
3. Requests for road closings or detours shall be submitted to the County for approval a minimum of seven (7) days prior to the proposed closing or detour. Requests shall be accompanied by a schedule indicating the duration of closing or detour.

C. Restoration

At the completion of the Work, the surfaces of land used for access roads and parking areas shall be restored by the General Construction Contractor as per the requirements of the Contract Documents. In the absence of specific requirements, the General Construction Contractor shall restore the surfaces to their original condition.

GC-23 TRAFFIC REGULATIONS

- A. Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the New York Department of Transportation and local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc. for the protection of traffic on public roadways.
- B. The Contractor vehicles and mobile equipment shall adhere to the speed limits posted in the Project area. The General Construction Contractor shall post the necessary speed limit signs.

- C. The Contractor shall provide flagmen at junctions of public traffic and Contractor vehicles and equipment.

GC-24 BARRICADES, WARNING SIGNS AND LIGHTS

- A. Each Contractor shall provide, erect and maintain as necessary for his Work, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction. Contractor shall furnish watchmen in sufficient numbers to protect the Work. Contractor's responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until the Project is accepted by the County.
- B. Each Contractor shall provide and maintain such other warning signs and barricades in other areas and around their respective Work as may be required for the safety of all those employed in the Work, or those visiting the Site.

GC-25 DUST CONTROL AND SPILLAGE

- A. Each Contractor shall take all necessary measures to control dust from his operations and to prevent spillage of excavated materials on roads.
- B. Each Contractor shall remove all spillage of excavated materials, debris or dust from roads by methods as approved by the Engineer.

GC-26 VERMIN CONTROL

All piping, ducts, conduit, etc. passing through walls, floors, ceiling and/or other solid construction, shall be sealed to prevent the passage of vermin.

Seals shall be made by means of rock wool or other approved inert materials, packed sleeves or other approved construction.

GC-27 FIRST AID FACILITIES

The Contractor shall provide at the Site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the Work.

GC-28 LAYOUT AND LEVELS

- A. Buildings and Structures

The general location of the buildings and structures is shown on the plot plan.

1. The Contractor for General Construction Work shall lay out the buildings and structures correctly and shall be responsible for any damage caused the County due to incorrect laying out of the Work.
2. The Contractor for General Construction Work shall verify all grades, lines levels and dimensions as shown on the Drawings and he shall report any errors or inconsistencies in them to the Engineer before commencing Work.
3. The Contractor for General Construction Work shall establish bench marks in not less than two widely separated places. As the Work progresses he shall establish bench marks at each floor, giving the exact levels of the floors.
4. The Contractor for General Construction Work shall employ a licensed surveyor to lay out the building or structure, establish bench marks and give levels of floors to which all measurements shall be referred.
5. Before starting construction Work the Contractor for General Construction Work shall submit to the Engineer for approval three (3) copies of a complete "Construction Stake Layout" of the building or structure at all corners and angles.
6. Upon completion of the pump station, the Contractor for General Construction Work shall prepare and deliver to the Engineer three (3) copies of a certified survey showing that all dimensions, elevations, and angles and the location of the building or structure is in accordance with the Plans.
7. Each Prime Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
8. Existing or new control points, property markers and monuments that will be or are destroyed during the normal course of construction shall be reestablished by the General Construction Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by the General Construction Contractor.
9. The Engineer may check all or any portion of the Work and the General Construction Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the Work shall be immediately made by the General Construction Contractor. Such checking by the

Engineer shall not relieve the General Construction Contractor of any responsibilities for the accuracy or completeness of his Work.

B. All Other Work

Each Contractor is responsible for layout of his Work including but not limited to, substructures foundations, manholes, utility lines, equipment pads based upon the reference lines and grades established herein.

1. Contractor shall keep neat legible notes of all measurements and calculations made by him while surveying and laying out the Work.
2. Two copies of all notes and other records shall be furnished to the County monthly. Furnish complete notes upon final completion.

GC-29 CUTTING AND PATCHING

A. Contractor Requirements

1. Contractors shall perform all cutting and patching necessary for the Work of the Contract in accordance with the requirements of the Drawings and Specifications. Work performed by another contractor shall not be cut or altered without the approval of the Engineer.
2. Before doing any cutting, the Contractor shall obtain the approval of the Engineer as to the location, size and method of making such openings.
3. All cutting and rough patching as defined by the Engineer will be performed by each respective Prime Contractor. All finish patching shall be performed by the General Construction Contractor.
4. All cutting shall be performed in such a manner as to limit the extent of patching.
5. All patching shall be done in a manner to match the surrounding existing surfaces as closely as possible.
6. All painted surfaces which are patched shall have the patch painted to match the existing wall surfaces as closely as possible. The Engineer shall be the sole judge of the color/texture match of finish.
7. All holes cut through concrete walls or slabs shall be core drilled unless otherwise specified or shown. Prior to core drilling, Contractor shall drill sufficient number of small exploratory holes to establish that the area to be core drilled is free of existing embedded conduits. No structural members shall be cut without approval of the Engineer and all such cutting shall be done in a manner directed by

him. No holes, except for small screws, may be drilled in beams or other structural members without obtaining prior approval. All Work shall be done in a neat manner by mechanics skilled in their trades and as approved.

8. Contractors shall install sleeves for their Work for all pipes and conduits passing through any wall or floor slab.

B. Errors and Omissions

Contractor responsible for error or omission will be responsible for all costs associated with cutting and patching.

GC-30 OPENINGS AND CHASES

- A. The General Construction Contractor shall provide all openings and chases in his Work to fit his own Work and that of any other Contractors. All such openings or chases shown on the Contract Drawings, or reasonably implied thereby, or as confirmed or modified by Shop Drawings approved by the Engineer, shall be provided by the General Construction Contractor.
- B. Where equipment frames or supports are to be installed as integral parts of an opening, the opening frames or supports shall be furnished and installed by the Contractors installing the equipment.
- C. When required by the Progress Schedule or requested by the General Construction Contractor, the Contractor installing the equipment frames and supports and Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information and instruction of the required openings, chases, frames, etc. When such items are secured in position by the installing Contractor and just prior to construction of the surrounding slab or wall, the installing Contractor shall ascertain the proper number, locations and settings thereof; and the General Construction Contractor shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.
- D. Any cost resulting from correction and defective, ill-timed, or mislocated Work, or for subsequent Work which becomes necessary because of omitted openings, chases, frames, etc., shall be borne by the Contractor responsible therefor. To this end, no Contractor shall arbitrarily cut, drill, alter, damage, or otherwise endanger the Work of another Contractor. The nature and extent of any corrective or additional Work shall be subject to the approval of the Engineer following consultation with the Contractors involved.

GC-31 SLEEVES, INSERTS AND WALL CASTINGS

Each Contractor shall furnish and install in place, conduits, outlets, piping sleeves, boxes, inserts, other materials and equipment necessary to be built into Work to be performed by the Contractor for General Construction as soon as the requirements of the Progress Schedule require them.

All Contractors shall cooperate fully in connection with the performance of the above Work, as cutting into new Work is neither contemplated nor will it be tolerated.

In the event timely delivery of sleeves or other materials cannot be made, if approved by the Engineer, and to avoid delay, the affected Contractor shall arrange to have boxes or forms set at locations where piping or other material is to pass through or in slabs, walls or other Work. Upon subsequent installation of sleeves or other material, the General Construction Contractor shall fill around them with materials as required by Contract or by the Engineer. Necessary expenditure incurred for boxing out or filling shall be borne without extra costs to the County by Contractor or Contractors responsible therefor.

GC-32 SCAFFOLDING, RIGGING AND HOISTING

Each Contractor shall furnish all adequately designed scaffolding, rigging, hoisting and services necessary for erection and delivery or removal of any equipment and apparatus under his Contract. The Contractor shall remove same from Work involved when no longer required.

Each Contractor involved in this type of activity shall take all precautions to prevent accidents or damage to persons or property about the Work involved and shall erect and maintain proper warning signs and guard rails, barricades, etc. In the event of the Contractor's negligence, he shall indemnify the County against all claims, suits, damages and judgements, including counsel fees and disbursements incurred in the defense of any action to which he may be subjected by reason of such negligence.

GC-33 CLEANING

A. Rubbish Removal and Cleaning

The General Construction Contractor shall remove from the Project, and dispose of, all debris and rubbish resulting from the Work of all Contractors, at least once a week and more often if same interferes with the Work under any contract, site operations or presents a fire hazard. All debris and rubbish shall be removed from the County property and legally disposed of. Each Contractor shall be responsible for consolidating all debris and rubbish resulting from his Work to one location in his work area. During course of demolition or new construction, the General Construction Contractor shall maintain and keep free of debris or building material required egress in accord with Fire Safety Regulations and the Nassau County Fire Marshall.

B. County's Right to Clean

Should the Contractor fail, refuse or neglect to remove rubbish and waste materials and temporary Work or clean the building and premises as required herein, then the County may or shall, without obligation to do so, remove and dispose of the said rubbish, waste materials and temporary work, clean the building and premises and deduct the cost thereof from any money due, or to become due, the Contractor under this Contract.

GC-34 PIPING AND EQUIPMENT IDENTIFICATION

Each Prime Contractor shall furnish and install all components of the system for identification of piping and equipment as specified. The system shall include the placing of identification signs, direction-of-flow arrows, identification tags, etc. on site piping, equipment and structures.

GC-35 OPERATION AND MAINTENANCE MANUALS

Federal regulations and County requirements stipulate time limitations for submittal and approval of operations and maintenance manuals. See Division 1, General Requirements of the Technical Specifications, for specific requirements.

GC-36 RECORD DRAWINGS

The County shall furnish to each Prime Contractor a set of the Contract Drawings for his Contract.

Each Prime Contractor shall maintain in the construction office at the job a set of prints of the Contract Drawings. A daily record in red pencil, shall be kept on these prints of the Work installed and all modifications or changes therein. This set of prints shall be available at all times to the Engineer for inspection.

During the progress of the construction, each Contractor shall transfer once each month all information from field prints to the tracings and submit to the Engineer with his monthly payment request, two (2) prints of the tracings showing the Work completed and highlighting the changes made. When roughing is completed, it must be shown. The use of approved shop drawings for record drawings is not acceptable.

All Work installed shall be shown on Drawings to a scale of at least 1/4 inch equals 1 foot. Where the Contract Drawings are to a smaller scale, or do not show the area of Work involved, the Contractor shall prepare Drawings, as required, to that larger scale showing the outline of the structure. The Contractor shall submit a print of the outline on the additional Drawings for approval before entering any of the installed Work thereon. The sheet size of the additional Drawings shall be the exact same size as that of the Contract Drawings.

All details on Drawings must also be corrected for changes and/or modifications.

Upon completion of all Work each Contractor shall complete the drawings and sign them indicating that the Work was installed as shown. One set of paper prints shall be submitted to

the Engineer for review and acceptance. Upon receipt of the Engineer's acceptance, the Contractor shall submit the drawings stamped "Record Drawings of Work as Built", stamped and certified.

The submittal of Record Drawing acceptable to the Engineer as specified herein, shall be a condition precedent to payments to the Contractor that may otherwise be then due.

GC-37 PHOTOGRAPHS

- A. The Contractor for General Construction shall take job photographs, The photographer will be required to take preliminary photographs of the Site prior to the commencement of Work as directed by the Engineer. Subsequent photographs as determined by the Engineer shall be taken during the construction phase.

GC-38 PROJECT CLOSEOUT

Division 1, General Requirements, and the other provisions of the Technical Specifications stipulate requirements for Project closeout. Items such as final cleaning, lubrication survey, spare parts and special tools, equipment start-up services and other items specified are included. Final Payment will be contingent on each Contractor complying with these requirements.

GC-39 DEWATERING

- A. Any proposed dewatering operation must be carried out by only licensed well drillers in accordance with Section 15-1525 of the New York State Environmental Conservation Law.

The Contractor is responsible for notifying the New York State Department of Environment Conservation prior to the proposed starting date of the dewatering operation and obtaining the necessary permits, giving the following details in full: the name of the licensed well driller, the details of the dewatering system to be installed, including the size, the number and the spacing of the well points, the pump capacity, the pumping rate and the expected volume of water to be withdrawn.

Also to be included, will be the amount of water table drawdown, the final disposition of the water, and the expected duration of the operation.

- B. 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 (NYSDEC)
Stony Brook, NY 11790

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 New York State Department of Environmental Conservation.

- C. Where private wells, used for water supply, have become dry or cease to produce potable water due to the dewatering operation, the Contractor will be responsible for providing the necessary water at no cost to the County.
- D. When dewatering systems utilizing central pumping stations are used, these stations will be acoustically shielded from neighboring residences. Styrofoam or other sound absorbing material will be used on the inside of the enclosure surrounding the pump. In addition, an exhaust stack extension will be provided when required by the Engineer. The use of old pumps generating excessive emissions and/or noise will not be permitted by the Engineer. The noise level twenty-five (25) feet from the pump shall not exceed sixty (60) decibels.
- E. The Contractor will not be allowed to discharge water containing sediments directly to storm sewers or surface water without treating it with filtration or sediment trapping devices.

The Contractor shall not discharge groundwater directly into creeks, ponds, lakes or other surface water bodies without first obtaining the proper permit from the New York State Department of Environmental Conservation. Every effort shall be made to discharge groundwater into existing recharge basins. The use of dewatering systems utilizing central pumping stations header or discharge lines which remain in place at one location for more than six (6) weeks will not be permitted unless approved in writing by the Engineer. All well point header and discharge lines must not remain in place beyond the period for which they are required to perform Work in their immediate vicinity, nor shall they be placed far in advance of their use. All dewatering systems shall be subject to the approval of the Engineer who shall be the sole judge as to the conformance with the above requirements, and any additional requirements which may be specified in Division 2 of the Technical Specifications.

GC-40 PRESERVATION OF WETLANDS AND WATERWAYS

No Contractor is permitted to dump spoil onto those areas designated as wetlands or waterways. Further, the Contractor shall not stockpile or store spoil, materials, tools or equipment on wetlands. Surplus excavated material, either unsatisfactory for or over and above that require for backfilling, shall be disposed of by the Contractor at his own expense, off the Site of Work in a lawful manner. The Contractor must contact NYS Department of Environmental for approval of any proposed disposal site.

GC-41 NOTIFICATION OF SUBCONTRACTOR

Each Prime Contractor and Subcontractor shall include by reference the EEO clause and applicable Bid Conditions in all advertisements or other solicitations for bids, and shall include the EEO clause and applicable Bid Conditions in all contracts.

Each Prime Contractor and Subcontractor must provide written notice to each Subcontractor of the specific reporting and record keeping requirements under the EEO clause and applicable Bid Conditions. Upon award of a Subcontract, each Contractor shall immediately notify the Compliance Agency of the Contract number, the Subcontractor's name, dollar amount of Contract estimated start and completion dates and the crafts which will perform Work under the Subcontract.

GC-42 JURISDICTIONAL DISPUTES

It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any Work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform with precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, date June, 1973, including any amendments thereto.

REQUIREMENTS CONTRACT FOR THE MAINTENANCE
AND REPAIR OF WATER MAINS AND APPURTENANCES

NASSAU COUNTY
CONTRACT NO. S80031 A
2018 – 2020

SPECIAL CONDITIONS

1. Special Specifications:

- a. This document provides specifications for a contract to provide for all necessary maintenance and repairs of Nassau County-owned water mains and appurtenances and the incorporation of water conservation methods at Nassau County facilities. 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.
- b. All correspondence concerning this Contract shall be addressed to the Commissioner of Public Works, 1194 Prospect Avenue, Hicksville, New York 11801.

2. Terms of Agreement:

The work encompassed in this agreement involves furnishing the labor, tools, equipment, materials and other items included in the maintenance and repair to County-owned water mains and appurtenances in various locations in Nassau County. Further, the incorporation of water conservation methods at Nassau County facilities shall be included as part of the 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.

3. Variation for Normal Bidding Procedure:

- a. Bidders are cautioned that this is a 24-consecutive calendar month Contract and that the measurements given are on a single unit basis (e.g. one cubic yard, foot, etc.) with the exception of those items which are on a lump sum basis. All bids are to be based upon a unit price only.
- b. The sum total of Comparison Bid Price will determine the low bid. The bidder is further advised that the County may use only one item of work or may use varying quantities of any combination of or all of the Contract items. This Contract shall hold the price bid for each unit (item) whether it be a single one or hundreds, except as noted.
- c. The total value of this Contract shall not exceed the amount 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 \$1,000,000 for the term of this Contract.

4. 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.

5. Recourse:

This Contract does not imply that the low bidder, following the award of this Contract, has the exclusive right or legal recourse to the County of Nassau for any other similar requirements type, or any other water main or appurtenances contract that may be awarded during the life of this Contract.

6. Sites:

The areas of work provided for shall be at various sites at County-owned installations and in Nassau County-owned rights-of-way. All work shall be at the direction of the Engineer.

7. Qualifications of Bidders:

The Contractor shall have had at least five years experience in water main installation and give evidence of same. Further, he shall have at his immediate disposal a minimum of the following operational equipment rated to do that work required to expeditiously repair County-owned water mains:

1. Backhoe
2. Dump trucks, utility truck, pick-up truck
3. Miscellaneous pumps, generators, traffic control items, hand tools
4. Pipe cutters, threading machine
5. Air compressor, jack hammers
6. Rubber tired front-end loader
7. Have available those necessary repair clamps, special castings, valves and other appurtenances required for complete emergency repair in conformance with AWWA Specifications and N.C. Health Department criteria.
8. Supply a listing of all the above
9. Repair of the mains shall be under the general supervision of a person or firm qualified to practice Professional Engineering in the State of New York under the Education Law of the State of New York.

8. Material Requirements:

The Contractor shall have the following materials in stock for emergency water main repairs. All materials shall conform to NC and AWWA Specifications as described in Item 601-6 through 601-24:

601-6	-	6"	Cement Lined Duc. Iron Pipe, 3 lengths					
601-8	-	8"	"	"	"	"	3	"
601-10	-	10"	"	"	"	"	3	"
601-12	-	12"	"	"	"	"	2	"
601-16	-	16"	"	"	"	"	1	length
601-24	-	24"	"	"	"	"	"	"

9. Commence Work Order:

- a. A Commence Work Order shall be initiated by the Engineer or his representative to set the starting date of the contract.
- b. Prior to starting a work order the Contractor or his representative shall inspect the job site with the Engineer or County Inspector.
- c. The Contractor will not be allowed to start any work order, or progress any which have been started, without proper supervisory personnel (e.g. Foreman or Superintendent) on the job site.
- d. The Contractor shall maintain a telephone number within the County of Nassau for 7-day, 24-hour emergency calls. The Contractor will be responsible for the notification of Water Districts or Companies, Police and Fire Departments, or any other agency that may be affected by the work performed.
- e. Once begun, emergency projects shall proceed continuously until completed with the exception of final paving. The completion time of any segment of this agreement not emergent, shall be that time agreed to by the Contractor and Engineer as appropriate to complete the designated task.
- f. Failure to complete the work to the satisfaction of the Engineer (Commissioner) within the specified time limit shall involve the application of Article 15, Liquidated Damages, of this agreement. Extension of Contract Time of the General Specifications is hereby deleted and replaced by this Special Provision.

10. Contractor Scheduling:

The Engineer shall issue work orders; except in the case of emergency situations, to the Contractor outlining the locations and dates of work to be performed. The Contractor shall not be required to submit a work schedule unless otherwise requested. Work orders shall be completed in the order issued unless otherwise directed by the Engineer.

The Contractor shall not be permitted to commence more than three work orders at any one time and shall not commence work on a fourth, unless the Engineer deems it an emergency, or until such time as one of the three in progress is 100% complete.

11. Safety and Health Requirements:

The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), as currently amended; and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), as currently amended; as a minimum requirement. In the event of conflict among said Safety and Health Regulations, the Contract Documents and requirements of other regulator agencies, the most stringent provisions shall be binding on the Contractor.

The Contractor is advised of the provisions of Section 4(b) (4) of the Occupational Safety and Health Act of 1970, which states: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with

respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.”

12. Protection of Lives and Health:

In order to protect the lives and health of his employees under this Contract, the Contractor shall comply with all pertinent provisions of the “Manual of Accident Prevention in Construction,” issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention, or causing loss of time from work, arising out of and in the course of employment on work under the Contract. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or improper construction, maintenance, or operation.

13. Governmental Access:

State and Federal Representatives will have access to the work whenever it is in progress and the Contractor shall provide proper facilities for such access and inspection.

14. Permits for Other Political Subdivisions (General):

All permits shall be obtained by the Contractor from the appropriate political subdivision including costs of inspection. No separate or additional payment will be made for conforming to various requirements of said political subdivisions but the cost thereof will be deemed included in the appropriate Contract items without regard to differences in materials, thickness and types of pavement, methods of construction, temporary construction or maintenance of traffic.

- a. H. Thyber, State of New York, State Office Building, Veterans Highway, Hauppauge, NY 11788, Telephone: 631-360-6025.
- b. City of New York, Transportation Administration, Administrator, Office of Construction Coordination, 40 Worth Street, New York, NY 10013.
- c. Long Island State Park & Recreation Commission, or Jones Beach State Park Authority.

15. Access to Work Site:

The Contractor’s attention is called to the fact that he may not have exclusive access to the site of the work at all times. Work on other contracts by various agencies will or may be performed simultaneously with the work of the Contract. The Contractor shall coordinate his work with that of other contractors.

All payment items referring to existing utilities shall apply only to municipally owned utilities. All work on/or for private utilities shall be done by and at the cost of the utility company. The Contractor is not authorized to work on such privately-owned utilities, nor will he be paid for such work under this Contract. It shall be the Contractor’s responsibility to notify such private utility companies when work on their facilities is required and to arrange for the timely execution of the required work.

16. Jurisdiction Requirements:

All work shall be done in cooperation and in accordance with the requirements of the water district or company having jurisdiction.

17. Shutdowns:

Shutdowns of any portion of the service to make connection with the existing mains will be made only with the consent of the Engineer subsequent to the notification of the owner or user of such service. It shall be the responsibility of the Engineer or his representative to make such notification. When any main is shut off for such purpose, the work on the connection shall be carried on continuously by the Contractor and with all possible dispatch until water is again turned on into the main.

18. Easement Area Access:

The Contractor will not be permitted to enter an easement area with equipment or men, nor will he be permitted to perform any work operations in the area, until the County has obtained permission from the owner and has authorized the Contractor, in writing, to proceed with work operations in the easement area.

19. Preservation of Traffic Signal Devices:

The Contractor is responsible for notification of the Division of Road Maintenance/Traffic Operations for all traffic signal devices where encountered, for maintenance by Traffic Operations.

20. Preservation of Traffic Signal Equipment:

Traffic signal equipment, conduit, cable, wire, fittings, and material shall be preserved where possible and stored for the Division of Road Maintenance/Traffic Operations.

21. Emergency Notification:

The Contractor shall be responsible for promptly informing the local Police Precinct and the Nassau County Department of Public Works, Division of Road Maintenance/Traffic Operations, if any emergency situation arises on the job site that affects traffic signals. Failure to notify will make the Contractor responsible for repair costs. Monday through Friday between 8:00 a.m. and 4:30 p.m., call the signal shop at 516-572-0465. After normal business hours contact the Road Maintenance 24-hour hotline at (516) 571-6900.

22. Safety Devices:

Lighted barricades, blinkers and warning signs must be serviced a minimum of twice a week and must be checked daily, including holidays and weekends. They shall be weighted or secured to ensure that high winds will not blow them down.

23. Material Approval:

All materials, precast items and structures, concrete and bituminous mixtures shall be obtained from sources approved by the Nassau County Department of Public Works. Approval must be obtained prior to the start of work.

All construction materials shall conform to County standards. The County laboratory shall be notified three days in advance so that appropriate materials tests may be performed and/or samples taken.

24. Shop Drawings:

Prior to placing any materials, the Contractor shall submit to the Engineer for approval shop drawings or detailed catalog drawings of the pipe, valves, fittings and appurtenances to be used in the Contract. Whenever required by the Engineer, the Contractor shall furnish detailed construction drawings showing material and method of construction. The Contractor shall also submit for testing any materials or components deemed necessary by the Engineer. Any materials ordered by the Contractor prior to obtaining approval and which shall be later found unsatisfactory on the basis of test results, shall be replaced by him with satisfactory materials at no additional cost to the County. No payment will be made to the Contractor for furnishing shop drawings.

25. Submittal of Plans:

When required by the Engineer, plans submitted for approval shall include construction details, dimensions of structures, etc.

26. Cross Sections:

Cross sections of the trench area, showing details of construction and restoration are to be shown.

27. Typical Sections:

Typical section to include:

- a. Existing pavement type, joints, pavement thickness.
- b. Restoration material type, identified by Standard County Specifications, item numbers, limits of restoration.

28. Facilities Maintenance:

Maintenance of existing County facilities to be specified, i.e. support of pipes, cleaning of drainage systems, etc.

29. Subsurface Investigations:

The Contractor shall make any subsurface investigations (borings, cores) required to determine pavement types and thickness, location of utilities, clearances, etc. The Engineer shall determine the need to relocate or change grade on new work to prevent conflict with existing installations. If the

above procedure is not adhered to by the Contractor and the work is delayed or must be replaced or removed, the responsibility for such occurrence shall be the Contractor's. The Engineer shall, however, pay for items in place at the end of the Contract.

30. Tree Removal:

Existing trees on right-of-way where tree removal is proposed must be approved by the Engineer and plotted by size and specie where restoration of landscaping is specified by the Engineer.

31. Connecting to Existing Mains:

Whenever it is necessary to connect with existing mains, such connections shall be made by the Contractor. Any sections of the existing mains, except caps which must be cut out in making the required connections or changes and which are not required in reconnecting the mains, shall become the property of the Contractor and shall be removed by him.

32. Sheeting Pilot Cuts:

Upon installation of sheeting in a pilot cut, the Contractor will immediately and without delay backfill the void behind the sheeting and thoroughly compact the material to the satisfaction of the Engineer. No more than 25' of sheeting may be installed in the pilot cut ahead of this backfilling and compaction procedure.

33. Sheeting:

Sheeting shall conform strictly to requirements of OSHA 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 subject.

34. Payment:

No separate payment will be made for dewatering or for the removal of sand, silt or other materials deposited into existing drains, ditches, streams or creeks resulting from discharge of dewatering operations. The price bid for each item shall include the cost of any necessary dewatering.

35. Ductile Iron Pipe:

All work concerning the installation of ductile iron pipe shall be in conformity with AWWA Standards C600-82, or latest revision, and other AWWA current standards.

36. Water:

The Contractor shall obtain water for filling pipes and testing same, or for any other approved purpose, from the nearest Nassau County water supply facility and/or approved public water supply facility. Water supply facility charges for water use to be paid by the County where applicable.

37. Disinfecting Pipe:

If a leak or break occurs and is repairable with a clamping device while the pipe remains full, disinfection is not required other than that outlined under AWWA C-651-86, or latest revision. However, when a main is wholly or partially dewatered, the Contractor shall flush, disinfect with chlorine, then reflush after installation. This disinfection procedure shall conform to Item 624.

38. Trench Backfilling:

All trench areas in the roadway are to be backfilled at the end of each working day and surfaced with temporary pavement. Where concrete pavement is broken and left in place prior to removal, these pavement areas shall be surfaced with a temporary asphalt pavement before opening to traffic. Debris is to be removed from the project site at the end of each work day. No burning of debris is permitted.

39. Temporary Pavements:

The Contractor will be required to maintain temporary pavements flush with the grades of the adjoining surfaces until such times as the County representative is satisfied that the trench areas have become sufficiently stabilized to permit restorations.

40. Transverse Cuts:

No excavation shall exceed ten feet in length at any one time unless otherwise authorized by the Engineer.

41. Density Tests:

- a. Prior to pavement replacement soil density tests shall be taken by an independent laboratory and certified copies of the results shall be supplied to the County.
- b. Maximum Density is defined as the maximum dry weight density in pounds per cubic foot, as determined by the latest ASSHTO-T180 Designation: A satisfactorily compacted backfill shall have a minimum dry density of 95% of the Maximum Density except that where fill is placed within one foot of the pavement sub-grade a minimum dry density of 100% of Maximum Density will be required. The in-place density will be determined by the sand cone method in accordance with ASTM procedures for testing soils.
- c. Tests shall be taken at locations designated by the Engineer. Areas backfilled by the Contractor that fail to meet the requirements of the Soil Density Test, as described herein, shall be re-excavated, backfilled and compacted by the Contractor as necessary to achieve the specified minimum dry densities. Any corrective work shall be done at the Contractor's expense.

42. Clean Up:

Immediately following the saw cuttings of concrete pavement, concrete base pavement or concrete sidewalks, all residue shall be broomed and removed from the adjoining surfaces.

43. Undermining Prevention:

All possible care shall be taken to prevent undermining of the adjoining pavements and the use of driven sheeting, either temporary or permanent, may be required to prevent such undermining. Any such undermining shall be deemed sufficient reason for the issuance of orders to remove additional pavement at the Contractor's own expense.

44. Concrete:

- a. All concrete items shall be air-entrained in accordance with Part III, General Specifications for the Construction of Highways & Bridges, Department of Public Works, County of Nassau, New York, and Addenda Notes, Modifications and Corrections of the Nassau County Department of Public Works.
- b. If Type 2 Portland Cement is used, the air-entraining agent is to be added in accordance with the specifications. All other specifications for Portland Cement Concrete as noted in the above-mentioned specification shall apply.
- c. Concrete supplied for Item 24, Cement Concrete Pavement, shall include an admixture (Pozzoleth 122N or approved equal) at a rate recommended by the supplier at no increase in cost.
- d. The Contractor shall provide a nearby site for concrete test cylinders that share curing conditions and shall protect these cylinders for the three days they will be on the job site.

45. Stone Base Pavement Restoration:

- a. Longitudinal Openings:
 1. The pavement over the trench shall be cut back a minimum of 6' on both sides of the trench to insure an even edge.
 2. If the remaining longitudinal strip is less than 3' on one side, the total width of the cut back, trench and side strip must be replaced.
- b. Transverse Openings:
 1. The pavement over the trench shall be cut back a minimum of 6" on both sides of the trench to insure an even edge.
 2. Asphalt plant mix, type 45SN, or concrete, shall be used for the replacement of the stone base pavement removed.

46. Concrete Base & Finished Concrete Pavement Restoration:

a. Longitudinal Openings:

1. The entire panel width must be removed and replaced. Ends of panel to be saw cut if not at a transverse joint.
2. In no case shall any portion of the existing panel that is less than 6' from a transverse joint be left in place.
3. When concrete base panels with macadam overlays are to be removed, the black top shall be cut back a minimum of 6" onto the adjacent panels to provide a smooth vertical edge on the black top.

b. Transverse Openings:

1. Transverse openings shall be saw cut 90 degrees to the longitudinal joints.
2. Pavement replacement to be a minimum 2' on both sides of the trench, and a total minimum of 6' wide.
3. In no case shall any portion of the existing panel that is less than 6' in length from a transverse joint be left in place.
4. Where openings are skewed across the pavement the concrete replacement must be carried straight across each panel and not staggered.

47. Road Closings:

No road shall be closed without prior written approval of the Engineer.

48. Time Restrictions:

No work shall be permitted within the limits of the traveled way before 9:00 AM and after 4:00 PM unless otherwise specified, or for emergency water main repairs.

49. Contractor's Representative:

The Contractor shall have a competent representative at the site of the work or immediately available at all times while the work is being progressed to insure a satisfactory adherence to all of the terms and conditions of this contract. This representative shall be well qualified in the particular work being undertaken.

50. Pedestrian Access:

No trench areas shall be left open after working hours.

51. Pedestrian Safety:

A space at least four-feet wide shall be maintained at all times on one side of the right-of-way for the safe use of pedestrians. The use of barricades along the pavement area will be required for this purpose where work is being progressed in the sidewalk area.

52. Traffic Maintenance:

Whenever it becomes necessary to maintain traffic on one lane, adequate controls shall be provided to maintain vehicular traffic. A sufficient number of competent flagmen shall be employed at all times to maintain traffic, and proper warning signs and barricades shall be provided to protect and warn the general public who, for any reason, may enter the limits of work. The Police Department having jurisdiction of the area shall be notified of the condition in writing, a duplicate copy is to be furnished to the Engineer. All signs and devices shall conform to the N.Y. State Manual of Uniform Traffic Control Devices (1974) as amended.

53. Work Areas:

Actual working areas (installations) shall be confined to one block at a time, but in no case for a distance greater than 100 linear feet. No parking shall be permitted within the working area.

54. Trench Openings:

Open trench areas shall be kept as short as possible consistent with the installations involved.

55. Sidewalk Removals:

- a. In no case shall sidewalks or bituminous pavements be removed, nor sidewalks, concrete pavement and concrete base pavements be broken, without first receiving permission from the County Engineer, or his representative, and the authority having jurisdiction over the roadway.
- b. Sidewalks and bituminous pavements shall not be removed, and concrete pavements and concrete base pavements shall not be broken and left in place at any time for a distance greater than 100 feet ahead of the actual working areas.

56. Construction Restrictions:

Every precaution shall be taken to prevent the marring of and damage to structures such as, pavements, curbs, sidewalks, etc., or facilities adjoining the work as follows:

- a. Timber planks shall be used to support steel caterpillars and steel cleats used on mobile equipment, and timber blocks or planks shall be placed under all outriggers used to stabilize excavating and other mechanical equipment.
- b. Loose stones, broken concrete, sand, dirt, debris, etc., shall be swept up daily from the areas adjoining the work.
- c. Under no circumstances shall the mixing of mortar or concrete be permitted directly on the surfaces of the sidewalk and pavement areas adjacent to the work.

- d. The dumping and/or storage of bituminous mixtures will not be permitted directly on the surfaces of the areas adjacent to the work. Such dumping and/or storage will be permitted only when approved steel plates or timber platforms are provided for the reception of the mixtures.
- e. The Contractor shall be responsible for repair and replacement at his cost for all the above.

57. Supply of Tools and Equipment:

Contractor may be required from time to time to supply County with various tools, equipment, or other items deemed necessary by the Engineer. Such tools, equipment, or other items shall become County property upon receipt by Contractor of reimbursement for same.

58. Testing and Repair of Backflow Prevention Assemblies:

Contractor may be required from time to time to supply personnel and tools to test and repair various backflow prevention devices (RPZ and DCV). The contractor shall be responsible to provide qualified personnel to do the work.

59. Water Service Line Repair:

From time to time the contractor may be required to repair/install service lines to various County buildings. Sizes will generally range between 2" and 4". Contractor must be equipped with all necessary materials and personnel to do such work.

As-Built Drawings

Subsequent to each repair, modification or installation of water main or any associated facilities the contractor shall supply an as-built drawing to the County detailing the work performed.

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 water main repair.

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 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. Associated costs for communication and digital camera 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 2S – UNCLASSIFIED EXCAVATION

The standard specifications for Item 2, "Unclassified Excavation and Disposal/Placement" shall apply with the following modifications and/or additions:

1. Method of Measurement

The requirements of "Method of Measurement" shall apply with the following modifications and/or additions:

Under the price bid for this item the Contractor shall include the cost of all clearing and grubbing which may be required during the performance of this contract.

ITEM 3S-1 – TRENCH, CULVERT AND BRIDGE EXCAVATION

ITEM 3S-2 – TRENCH, CULVERT AND BRIDGE EXCAVATION

ITEM 3S-3 – TRENCH, CULVERT AND BRIDGE EXCAVATION

The standard specifications for Item 3, "Trench, Culvert and Bridge Excavation" shall apply with the following modifications and/or additions:

2. Payment Limits

The requirements of "4. Payment Limits" shall apply with the following modifications and/or additions:

Maximum trench width shall be 4 feet greater in width than the outside diameter of the pipe maximum, with payment to be made for actual quantity of excavation within these limits, unless noted in other items.

The upper payment limit will be the subgrade of the road and/or sidewalk section.

This item includes backfilling of excavated materials or materials supplied to backfill and compaction of the same.

3. Basis of Payment

The requirements of "4. Basis of Payment" shall apply with the following modifications and/or additions:

Under Item 3S-1, the contractor shall be paid based upon the total material excavated, between 0 and 10 cubic yards.

Under Item 3S-2, the contractor shall be paid based upon the total material excavated, between 11 and 25 cubic yards.

Under Item 3S-3, the contractor shall be paid based upon the total material excavated, greater than 25 cubic yards.

ITEM 22C-A – BASE COURSE ASPHALT CONCRETE, TYPE DENSE BASE

ITEM 22C-B – BASE COURSE ASPHALT CONCRETE, TYPE DENSE BASE

All the provisions of Item 22C-2 of the Nassau County Department of Public Works (NCDPW) 2009 Standard Specifications and as amended shall apply with the following modifications:

1. Description

The requirements of "Description" shall apply with the following modifications and/or additions:

This item shall be utilized to replace base course asphalt concrete in a road and/or sidewalk

2. Basis of Payment

The requirements of "Basis of Payment" shall apply with the following modifications and/or additions:

Payment shall be made under the following schedule:

Under Item 22C-A, the contractor shall be paid based upon the total tons of base course asphalt concrete placed, between 0 and 25 tons.

Under Item 22C-B, the contractor shall be paid based upon the total tons of base course asphalt concrete placed, between 26 and 50 tons.

ITEM 26S – CONCRETE CURB SPECIAL

All provisions of Item 26, "Concrete Curb" shall apply with the following modifications and/or additions.

1. Description

The requirements of "Description" shall apply with the following modifications and/or additions:

Under this item the Contractor will be required to install curbing of various types to match the existing curb. The height of the new curb shall match the height of the existing curb and all dimensions shall conform to the types shown on the Standard Sheets for the Construction of Highways and Bridges.

ITEM 36S-A – ASPHALT CONCRETE (SPECIAL)

ITEM 36S-B – ASPHALT CONCRETE (SPECIAL)

The standard specifications for Item 36D, “Asphalt Concrete Type 1A (Top and Binder)” shall apply with the following modifications and/or additions:

1. Description

The requirements of “Description” shall apply with the following modifications and/or additions:

Under this item the Contractor will be required to place any or all asphalt items as covered under Items 36C through 36E in the 2009 Nassau County Standard Specifications for Civil Engineering and Site Development Construction.

2. Materials and Construction Details

The requirements of “Materials and Construction Details” shall apply with the following modifications and/or additions:

- 1.) Unless otherwise noted or ordered by the Engineer, the Contractor shall cover all existing surfaces with a fog coat of asphalt emulsion after the surfaces have been cleaned. The asphalt emulsion must be Type RS-1 or a rapid curing asphalt cutback, Grade RC 70.

The selection of a fog coat material shall be such that it will set up in a reasonable time. Bituminous Macadam shall not be applied while the fog coat is in a wet condition or after it has lost its tacky quality.

The fog coat distributor must be in proper working order with the nozzles adjusted to provide a fine spray and an even coating on the existing pavement.

If at any point the Engineer is not satisfied with the application of the fog coat, all work of laying asphalt shall cease until satisfactory results are obtained.

Where the new asphalt meets existing asphalt, a “V” groove shall be cut into the existing asphalt. This groove shall be cut into the existing asphalt. This groove shall be cut in a neat straight line, not less than one (1) inch deep, or as ordered by the Engineer. After this groove has been cut it shall be cleaned and sealed.

No direct payment shall be made for the above items of work, but the cost shall be included in the price bid for the asphalt item, except where directed to saw cut existing pavement, then the contractor will be paid under either Item 58RPC or 58A.

- 2.) When ordered by the Engineer, mechanical means of asphalt placement shall be used.

- 3.) Joints of cracks in all pavements will be thoroughly cleaned and filled with either bituminous concrete Item No. 36E – Asphalt Concrete, or poured with a material as directed by the Engineer prior to placing the asphalt surface.

Curbs and castings will be painted to a depth equal to the thickness of the new asphalt surface.

No direct payment shall be made for the above Items of Work, but the cost shall be included in the price bid for the various asphalt items.

3. Basis for Payment

The requirements of “Basis for Payment” shall apply with the following modifications and/or additions:

Payment under this item will be made for the total amount of asphalt concrete used at each work order location as follows:

Item 36S-A: 0-25 Tons Placed

Item 36S-B: 26-50 Tons Placed

ITEM 102X – WORK ZONE TRAFFIC CONTROL

All provisions of Item 102 “Work Zone Traffic Control” of the Nassau County Department of Public Works (NCDPW) 2009 Standard Specifications and as amended shall apply with the following modifications:

1. Method of Measurement

The requirements of “Method of Measurement” shall apply with the following modifications and/or additions:

The work of maintenance and protection of traffic shall be paid for on a daily basis.

The amount of such daily nonpayment will be determined by dividing the daily sum amount bid for this item by the number of calendar days between the date of award and the date of completion as designated in the Proposal, without regard to any extension of time.

25. Basis of Payment

The requirements of “Basis of Payment” shall apply with the following modifications and/or additions:

Maintenance and protection of traffic shall be paid for on the daily basis price bid for this item, less any deductions for unsatisfactory accomplishment or non-compliance as determined under Method of Measurement.

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.

510 - FORCE ACCOUNT WORK

1. Description:

Under this item all provisions as incorporated in 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. (Pages 11-16, Art. 2: (1) Materials, (2) Labor Costs, (3) Sales Tax, (4) Equipment and Plant Rental and (5) Profit and Overhead) shall apply for that work not covered by contract items on water main repair, as ordered by the Engineer. Work under this item includes but is not limited to:

- a. Provide personnel for emergency repair work on water mains including shutting down and reopening of required valves.
- b. All required repair work, special castings, pumps, equipment, or any tools or materials not covered by items in the proposal to expeditiously repair water mains.
- c. Any other work necessary to keep the water supply system in proper working order.
- d. All repair work to the main shall be tested, flushed, and disinfected in accordance with AWWA and Nassau County Department of Health standards.

2. Intent:

The intent of this item is to cover costs on emergency water main repair work and any other work related to the water supply system not provided for by other items in this proposal.

3. Equipment & Materials:

It shall be the contractor's obligation to have available the necessary pipe, repair clamps, special castings, valves and other appurtenances and equipment necessary for a complete emergency repair.

In the case of non-emergency repairs or alternations not covered by items, work orders shall be issued specifying the work to be done and generally listing the non-item materials required.

4. Measurement:

All work shall be inspected and measured as completed. Such measurement taken at the completion of each phase.

5. Payment:

As provided in Nassau County Standard Specifications for Civil Engineering and Site Development Construction, pages 11-16, Art. 2, (1) - (5) inclusive, for all items NOT covered by specific items in this proposal. In the case of emergency repairs only, payment for contractor personnel shall begin from time of notification to the contractor until completion of the work. The maximum payment for time of notification to start of work shall be one (1) hour. All other payment under this item shall be

the actual time spent working at the site, plus the costs of materials supplied and installed in place.

ITEM 519 - 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.

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.

ITEM 600 - FURNISH AND INSTALL VARIOUS DIAMETER SIZES HIGH DENSITY POLYETHYLENE PIPES

1. Description:

Under these items the contractor shall furnish all labor, materials, equipment and incidentals required to install high density polyethylene (HDPE) pipes of various sizes, 6" to 12" in diameter inclusive, where directed by the Engineer. Work under each item shall include but not be limited to:

- a. The HDPE pipe shall be installed in accordance with manufacturer's recommendations and tested according to AWWA C600.
- b. The trench shall be backfilled and compacted according to Nassau County standard.

2. Intent:

The intent of this item is to furnish and install HDPE pipe as necessary to complete the work as directed by the Engineer.

3. Materials and Installation:

All polyethylene pipe shall meet the requirements of ASTM F714. HDPE pipe resins shall be Type III high molecular weight, high-density polyethylene with a cell classification number of PE 345434C in accordance with ASTM D3350. The Polyethylene compound shall be suitably protected against degradation by ultraviolet light as required by ASTM D1603.

HDPE pipe shall be designed for use in minus 20 degree F to 120 degree F applications. The pipes shall have a pressure rating of 800psi and conform to Standard Dimension Ratio (SDR) 26 for 10 inch and 12 inch diameter pipe and SDR 17 for 4 inch, 6 inch and 8 inch pipe. Inside diameter of all pipe shall conform to ASTM D2239. 12 inch pipe will have a nominal inside diameter of 11.77 inches. In no instance will a wall thickness of less than 0.335 inches be accepted.

Care shall be taken when handling HDPE pipe. Ropes, fabric, rubber coated slings and straps shall be used. Chains, cables or hooks inserted into the pipe ends shall not be used. Slings for handling joined pipe shall not be positioned at butt-fused joints. Pipe and fittings shall not be dropped onto the ground.

All joints shall be made by the electrofusion method. Electrofusion means that the joint is heated internally by an electric current applied to a conductive material in the fitting. Electrofusion shall be performed in strict compliance with the manufacturers recommendations.

ITEM 600 – FURNISH AND INSTALL VARIOUS DIAMETER SIZES HIGH DENSITY POLYETHYLENE PIPES (Cont.)

All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. Prior to backfilling all pipelines shall be tested as specified in AWWA C600. The pressure shall be maintained at 80 psi for 12 hours. Any material showing seepage or leakage shall be replaced as directed by the engineer at no expense to the County.

All backfill shall be mechanically compacted as described under the Standard Specifications for Construction of Sanitary Sewers, Section 02222, Paragraph 3.03-C Entitled Vibratory Compaction.

4. Measurement:

Pipe shall be measured in lineal feet by steel tape from the end of run of installed pipe to center lines of tees, fittings and hydrants. No deduction shall be made from the measured lengths for valves and fittings or special adaptor pieces.

5. Payment:

Payment shall be made for each lineal foot of pipe furnished and installed in final position, tested, and measured as described herein, in accordance with the unit price bid in the Proposal for High Density Polyethylene Pipe, and shall include all labor. All fittings are included in this item except for Electrofuse couplings which will be paid for under Item 600A. Dewatering, backfilling, backfill compaction, testing and sterilization, and all tools and equipment necessary for the satisfactory installation, complete and ready for continuous use, are part of this item. Pavement removal and replacement shall be paid under the appropriate item, excavation, under Item 3S.

ITEM 600A - HIGH DENSITY POLYETHYLENE ELECTROFUSION FITTINGS

1. Description:

Under this item the Contractor shall furnish and install High Density Polyethylene Electrofusion fittings as required to repair force mains where directed by the Engineer. Work under this item shall include but not be limited to the following:

- a. Installation of fittings shall be in comply with manufacturer's recommendations and tested according to AWWA C600.
- b. Trench shall be backfilled and compacted according to Nassau County standard, as directed by the Engineer.

2. Intent:

The intent of this item is to furnish and install High Density Polyethylene Electrofusion pipe fittings as necessary to connect force mains.

3. Materials and Installation:

The High Density Polyethylene Electrofusion fittings shall be furnished and installed in accordance with Section 600 – Furnish and Install Various Diameter Sizes High Density Polyethylene Piping of this Specification.

4. Measurement:

The High Density Polyethylene Electrofusion fittings shall be measured by each fitting as indicated below.

8x8x6 "T"
12x12x6 "T"
8x6 Reducer
10x8 Reducer
12x10 Reducer
6" Coupling
8" Coupling
10" Coupling
12" Coupling

5. Payment:

Payment shall be made for each High Density Polyethylene Electrofusion fitting (including accessories) furnished and installed in final position. High Density Polyethylene fittings shall be tested and measured as described, in accordance with the unit price bid.

Dewatering, backfilling, backfill compaction, sterilization, all tools, jointing equipment and equipment necessary for the satisfactory installation, complete and ready for continuous use, shall be part of this item. Pavement removal and replacement shall be paid under the appropriate items in the proposal.

ITEM 601 - FURNISH AND INSTALL VARIOUS DIAMETER SIZES DUCTILE IRON PIPES

1. Description:

Under these items the contractor shall furnish and install ductile iron pipes of various sizes, 4" to 24" in diameter inclusive, where directed by the Engineer. Work under each item shall include but not be limited to:

- a. The DI pipe shall be installed, flushed, disinfected and tested according to AWWA and Nassau County Department of Health Standards.
- b. The trench shall be backfilled and compacted according to Nassau County standard.

2. Intent:

The intent of this item is to furnish and install DI pipe as necessary to complete the work as directed by the Engineer.

3. Materials and Installation:

All ductile iron pipe shall be furnished and installed in accordance with the American Water Works Standard for Installation of Ductile Iron Water Mains and their appurtenances, AWWA C-600-82 or latest revision, and as specified herein and as directed by the Engineer.

Ductile Iron Pipe shall be centrifugally cast ductile iron pipe meeting the requirements of ANSI/AWWA C-150/A-21.50-81, or latest revision and Class 54 thickness. All pipe shall be cement lined, double thick with a bitumastic seal coat in accordance with ANSI/AWWA C-104/A-21.4-80 or latest revision and coated on the outside with bitumastic paint, in accordance with ANSI/AWWA C-110/A-21.10-82 or latest revision.

Joints for ductile pipe shall be push on rubber gasket joints or mechanical joints as manufactured by U.S. Pipe and Foundry Company, all conforming to applicable portions of ANSI/AWWA C-111/A-21.11-85, or latest revision. All pipe shall be cement lined double thick with a bitumastic seal coat in accordance with ANSI/AWWA C-104/A-21.4-80 or latest revision inside, and the outside coated with bitumastic paint.

Pipe and specials will be cut by the Contractor when required to install the pipe and fittings under this contract and/or when directed by the Engineer. Cutting shall be performed with electrically operated pipe saw approved by the pipe manufacturer. Cutting with chisels or torch will not be permitted.

All backfill shall be mechanically compacted as described under the Standard Specifications for Construction of Sanitary Sewers, Section 02222, Paragraph 3.03-C Entitled Vibratory Compaction.

4. Measurement:

Pipe shall be measured in lineal feet by steel tape from the end of run of installed pipe to center lines of tees, fittings and hydrants. No deduction shall be made from the measured lengths for valves and fittings or special adaptor pieces.

5. Payment:

Payment shall be made for each lineal foot of pipe furnished and installed in final position, tested,

sterilized and measured as described herein, in accordance with the unit price bid in the Proposal for Ductile Iron Pipe, and shall include all labor. Dewatering, backfilling, backfill compaction, testing and sterilization, and all tools and equipment necessary for the satisfactory installation, complete and ready for continuous use, are part of this item. Pavement removal and replacement shall be paid under the appropriate item, excavation, under Item 3S

ITEM 602- FURNISH AND INSTALL VARIOUS DIAMETER SIZES PVC PIPES

1. Description:

Under these items the contractor shall furnish all labor, materials, equipment and incidentals required to install PVC pipes of various sizes, 6" to 12" in diameter inclusive, where directed by the Engineer. Work under each item shall include but not be limited to:

- a. The PVC pipe shall be installed in accordance with manufacturer's recommendations and tested according to AWWA C600.
- b. The trench shall be backfilled and compacted according to Nassau County standard.

2. Intent:

The intent of this item is to furnish and install PVC pipe as necessary to complete the work as directed by the Engineer.

3. Materials and Installation:

All PVC pipe shall meet the requirements of AWWA C900 for pressure pipe. PVC pipe shall be PVC 1120 made from PVC compounds class 12454 in accordance with ASTM D1784.

PVC pipe shall have a hydrostatic design stress rating of 2,000 psi at 73 degree F and must be suitable for field cutting and solvent welding. The pipe must be Schedule 80 unless directed otherwise.

Joints for PVC pipe shall be solvent welded except where flanged joints are required. Pipe and fittings shall be socket type for solvent welded joints conforming to ASTM D2466. Flanged joints shall be furnished with 1/8 inch thick full faced Viton gaskets. Rubber gaskets shall not be permitted. Flange bolts and nuts shall be ASTM A726 and ASTM A307 Type 316 Stainless Steel. Fittings, specials, unions and flanges shall be Schedule 80 and manufactured of the same materials as the pipe. Deflection at joints shall not exceed deflection recommended by the manufacturer. Solvent welded joints shall be made in accordance with ASTM D2855.

When cutting pipe is required the cutting shall be done by machine, leaving a smooth cut at right angle to the axis of the pipe. Cut ends used with a bell shall be beveled as recommended by the manufacturer or to conform to a manufactured spigot end.

All backfill shall be mechanically compacted as described under the Standard Specifications for Construction of Sanitary Sewers, Section 02222, Paragraph 3.03-C Entitled Vibratory Compaction.

4. Measurement:

Pipe shall be measured in lineal feet by steel tape from the end of run of installed pipe to center lines

of tees, fittings and hydrants. No deduction shall be made from the measured lengths for valves and fittings or special adaptor pieces.

5. Payment:

Payment shall be made for each lineal foot of pipe furnished and installed in final position, tested, and measured as described herein, in accordance with the unit price bid in the Proposal for PVC Pipe, and shall include all labor. Dewatering, backfilling, backfill compaction, testing and sterilization, and all tools and equipment necessary for the satisfactory installation, complete and ready for continuous use, are part of this item. Pavement removal and replacement shall be paid under the appropriate item, excavation, under Item 3S.

ITEM 603 - CAST IRON FITTINGS

1. Description:

Under this item the Contractor shall furnish and install cast iron fittings as required to repair water mains where directed by the Engineer. Work under this item shall include but not be limited to the following:

- a. Installation of fittings shall be in conformity with all AWWA and N.C. Department of Health standards relating to flushing, disinfecting and testing.
- b. Trench shall be backfilled and compacted according to Nassau County standard, as directed by the Engineer.

2. Intent:

The intent of this item is to furnish and install cast iron pipe fittings as necessary to connect water mains.

3. Materials and Installation:

The cast iron fittings shall be furnished and installed in accordance with AWWA Standard C600-82, or latest revision as directed by the Engineer.

Fittings shall conform to ANSI/AWWA C110/A21.10-82, or latest revision for 250 psi minimum rated pressure with mechanical joints, conforming to ANSI/AWWA C111/A21.11-85 or latest revision with plain rubber gaskets and high strength, low alloy steel bolts. All fittings shall be cement mortar lined and bitumastic seal coated on the inside, in accordance with ANSI/AWWA C104/A21.4-80 or latest revision, and coated on the outside with bitumastic coating 1 mil thick, in accordance with ANSI/AWWA C110/A21.10-82 or latest revision.

4. Measurement:

The cast iron fittings shall be measured by the pound weight as per ANSI/AWWA C110/21.10-82 or latest revision, table 10.3 to 10.13 inclusive, for cast iron mechanical joint fittings. Joint accessories, such as glands, bolts and gaskets, shall be measured by weight in pounds as per ANSI/AWWA C110/A21.10-82 or latest revision, table 10.1.

5. Payment:

Payment shall be made for each cast iron fitting (including accessories, such as glands, bolts and gaskets) furnished and installed in final position. Cast iron fittings shall be tested and measured as described, in accordance with the unit price bid.

Dewatering, backfilling, backfill compaction, sterilization, all tools, jointing equipment and equipment necessary for the satisfactory installation, complete and ready for continuous use, shall be part of this item. Pavement removal and replacement shall be paid under the appropriate items in the proposal.

ITEM 604 - FURNISH AND INSTALL 4" - 12" DIAMETER VALVES AND VALVE BOXES

1. Description:

Under this item the Contractor shall furnish and install valves and valve boxes from 4" to 12" in diameter inclusive, as directed by the Engineer. Work under each item shall include but not be limited to the following:

- a. Valves shall be installed, flushed, disinfected and tested in accordance with AWWA and N.C. Department of Health standards.
- b. The trench shall be backfilled and compacted according to Nassau County standard.

2. Intent:

Intent of this item is to install all valves to replace worn and faulty equipment, and to properly subdivide the main as necessary for testing, to provide shutoff points for future maintenance and repair of main, and to provide shutoff for new hydrants and connections.

3. Materials and Installation:

Valves shall be iron body, bronze mounted, double disc, parallel seat gate valves as manufactured by Clow Corp., Eddy Iowa Div., Muller Company, or approved equal; conforming to AWWA Specification C500, latest revision. Valve is to be suitable for direct burial, have mechanical joint ends, open counter-clockwise, have non-rising stem, be installed vertically, have O-ring packing and AWWA approved operating nut.

Valve boxes shall be Eddy Iowa, consisting of top section F-2455; center section F-2460. For valves 4" and 8", F-2465, #6 round base. For valves 10" and larger, F-2484, oval base, set as per standards.

Valve box covers are to be wire brushed cleaned and painted with one coat of "Rust-oleum" No. 866, Marlin Blue or equivalent.

4. Measurement:

Valves shall be measured for payment for each individual valve installed complete with valve box.

5. Payment:

Payment shall be made for valve furnished and installed complete with valve box in final position, tested, sterilized and measured as described herein, and valve box cover painted, in accordance with unit price bid for 4", 6", 8", 10" and 12" valves and valve boxes complete, including all labor and materials. Dewatering, backfilling, backfill compaction, testing, sterilization, all tools and jointing equipment necessary for the satisfactory installation complete and ready for continuous use shall be part of this item. Pavement removal and replacement shall be paid under the appropriate item; excavation under Item 3S.

ITEM 605 - FURNISH AND INSTALL 16" - 24" DIAMETER VALVES AND VALVE BOXES

1. Description:

Under this item the Contractor shall furnish and install valves and valve boxes 16" through 24" in diameter where directed by the Engineer. Work under this item shall include but not be limited to:

- a. Valve shall be installed, flushed, disinfected and tested in accordance with AWWA and N.C. Department of Health standards.
- b. Trench shall be backfilled and compacted according to Nassau County standard.

2. Intent:

The intent of this item is to install a replacement valve to replace worn and faulty equipment and to properly subdivide the main as necessary for testing to provide shutoff points for future maintenance and repair of the main and to provide for new hydrant and connections.

3. Materials and Installation:

Valves shall be butterfly type suitable for direct burial service, manufactured by Henry Pratt Company, Clow Corporation, Eddy Iowa Division, or approved equal.

All parts of valve shall conform to strength and performance requirements of AWWA C504 or latest revision, Pressure Class 150B. Valve components shall be as follows:

- a. Valve bodies and flanges. Bodies shall be constructed of cast iron ASTM A-126, Class B, and shall have integrally cast mechanical joint ends conforming to ANSI/AWWA C111/21.11-85 or latest revision with plain rubber gaskets and high strength, low alloy steel bolts.
- b. Valve discs. Discs shall be constructed of ASTM A-436 Ni-Resist, Type 1.
- c. Valve shafts. Shafts shall be one piece, stainless steel, extending full size through valve disc and bearings. Stub shafts not acceptable.
- d. Valve seats. Seats shall be a Buna N bonded or mechanically secured to the valve body. Seat must withstand 75 lbs. pull under test procedure ASTM D-429-58, Method B. Seats affixed to disc not acceptable.
- e. Valve bearings. Bearings shall be sleeve type, corrosion resistant and self-lubricating with load not to exceed 1500 psi.
- f. Valve operators. Valve operator shall be traveling nut type designed to withstand 300 ft. lbs. of input torque at full open positions without damage to valve or operator, must be fully gasketed and grease packed and designed to withstand submersion in water to 10 psi. Valves shall open counterclockwise rotation of AWWA nut and shall require a minimum of 30 turns to move from fully opened to fully closed.
- g. Testing. Hydrostatic and leakage tests shall be conducted in strict accordance with AWWA C504-80, Section 13, or latest revision.

ITEM 605 - FURNISH AND INSTALL 16" - 24" DIAMETER VALVES AND VALVE BOXES (Cont.)

- h. Valve box covers are to be wire brushed cleaned and painted with one coat of "Rust-Oleum," No. 866, Marlin Blue or equivalent.

Valve boxes shall be Clow Corp., Eddy Iowa Division, or approved equal, consisting of top section F2455, center section F2450, and oval base F2484.

4. Measurement:

Valve shall be measured for payment for each individual valve installed complete with valve box.

5. Payment:

Payment shall be made for valves furnished and installed complete with valve box in final position, tested, sterilized and measured as described herein, and valve box cover painted, in accordance with unit price bid in proposal for 16"-24" diameter valves and valve boxes, complete including all labor and materials. Dewatering, backfilling, backfill compaction, testing, sterilization, all tools and jointing equipment necessary for the satisfactory installation complete and ready for continuous use shall be part of this Item. Pavement removal and replacement shall be paid under appropriate item; excavation, under Item 3S.

ITEM 607 - THREADED STEEL THRUST RODS AND APPURTENANCES

1. Description:

Under this item the Contractor shall furnish and install threaded steel rods with bolts and joint lugs where directed by the Engineer, to prevent movement in the pipe, fittings and valves. Work under this item shall include but not be limited to the following:

- a. Installation of steel rods.
- b. The trench shall be backfilled and compacted according to Nassau County standards.

2. Intent:

The intent of this item is that pipe fittings and valves owned by Nassau County shall be prevented from moving when the internal working pressure in the mains shall reach the designed maximum plus water hammer. Thrust rods shall only be used where directed by the Engineer. Ordinarily all pipe fittings, valves and hydrants installed under this contract will be prevented from moving by means of steel thrust rods and/or concrete blocking.

3. Materials and Installation:

Threaded Rods, Bolts and Joint Lugs:

Rods shall be steel or modified range merchants quality as defined in Standard for Open Hearth Hot Rolled Steel Rods, U.S. Federal Standard 10066B.

Bolts shall be steel in accordance with tentative specifications for Low Carbon Steel Externally or Internally Threaded Standard Fastness, ASTM-A307-63T.

Lugs shall be ductile iron Mutual Fire Insurance listed and approved.

Rod Couplings shall be malleable iron conforming to Standard Specifications of Cupola Malleable Iron ASTM 197.

Washers shall be Class A cast iron as defined by Tentative Specifications for Gray Iron Castings for valves, flanges and pipe fittings, ASTM A126-61T. Bolts, rods, couplings, washers and lugs shall be as manufactured by Stellar Corp. under the trade name of Duc-Lug or approved equal.

Four rods shall be used at all joints restrained with steel rods. Prior to installation the Contractor shall submit a sketch showing the proposed thrust rod installation, it shall be the Contractor's full responsibility for the adequacy and safety of the thrust installation.

4. Measurement:

Steel rods, bolts, couplings, washers and lugs used for thrust blocking shall be measured by weight in pounds as per the manufacturer's catalog which shall be submitted by the Contractor to the Engineer with his claim for payment under this item.

ITEM 607 - THREADED STEEL THRUST RODS AND APPURTENANCES (cont.)

5. Payment:

Payment shall be made for the threaded steel thrust rods and appurtenances for thrust blocking furnished and installed in final position, tested and measured as described herein, in accordance with the unit price bid in the proposal for furnishing and installing Threaded Steel Thrust Rods & Appurtenances, and shall include all labor and materials. Dewatering, backfilling, compaction, sterilization (if necessary), testing and all tools, equipment and painting where required for the satisfactory installation complete and ready for continuous use shall be part of this item. Pavement removal and replacement shall be paid for under the appropriate item; excavation under Item 3S.

ITEM 608 CLASS "A" CONCRETE FOR CONCRETE THRUST BLOCKING & CONCRETE PIERS

1. Description:

Under this item the Contractor shall furnish and install as required, concrete thrust blocking to prevent movement in pipes, fittings and valves installed for concrete piers under water mains wherein the mains are installed over storm drains, sanitary sewers, gas lines, telephone ducts and electrical conduit, etc. Work under this item shall include but not be limited to:

- a. Excavation as necessary to install steel rods.
- b. Installation of blocking and piers.
- c. Trench shall be backfilled and compacted according to Nassau County standards.

2. Intent:

Intent of this item is to ensure that piping, fittings and valves are prevented from moving when maximum designed water pressure (or 250 #/sq. in. plus water hammer) is encountered. Water mains will be supported where they pass over underground pipes and structures, to insure support of other underground pipes and structures where they pass over water mains.

3. Materials and Installation:

- a. Concrete thrust blocks shall be cast in place, against undisturbed soil where possible, or properly compacted and suitable backfill. Class "A" concrete thrust blocking shall be as defined in the County of Nassau Department of Public Works 2009 Standards Specifications and Detail Sheets, item 17A.
- b. Concrete piers shall be placed under and to the side of the water main (or other underground pipe or structure) on undisturbed earth as directed by the Engineer. Before pouring, the Contractor shall submit a detailed sketch of all concrete piers to the Engineer for approval. The Contractor shall assume full responsibility for the adequacy and safety of the concrete piers.

4. Measurement:

Concrete for thrust blocking and piers shall be actual field measurements by volume, by cubic yards, for concrete placed under and behind pipe, fittings and valves to prevent movement in the pipe and to provide support where the pipe passes over other underground lines.

5. Payment:

Payment shall be made for concrete thrust blocking and concrete piers furnished and installed, tested and measured in final position as described herein in accordance with the unit price bid in the

proposal for furnishing and installing Class "A" concrete for Concrete Thrust Blocking and Concrete Piers. Included in each item are all labor, materials, excavation, backfill, compaction of backfill, painting where specified, testing, and all tools and equipment necessary for a satisfactory installation, complete and ready for continuous use. Pavement removal and replacement shall be paid for under the appropriate item.

ITEM 609A, ITEM 609B, ITEM 609C, ITEM 609D - CUTTING AND CONNECTING TO EXISTING WATER MAINS

609A - Cutting and Connecting to Existing Asbestos Cement Water Mains of Various Sizes

609B - Cutting and Connecting to Existing Poly-Vinyl Chloride Water Mains of Various Sizes

609C - Cutting and Connecting to Existing Cast Iron or Ductile Iron Water Mains of Various Sizes

609D - Cutting and Connecting to High Density Polyethylene Pipe Water Mains of Various Sizes

1. Description:

Under these items the Contractor shall cut and connect to existing water mains in sizes 4" to 24" inclusive, where directed by the Engineer. Work under this item shall include but not be limited to:

- a. Locating and closing all necessary existing valves to shut down water service in the main to be cut.
- b. Cutting the existing main and the installation of necessary fittings.
- c. All dewatering work in the trench to permit operation in a dry excavation.
- d. The installation shall conform with all AWWA and Nassau County Department of Health standards relating to flushing, disinfecting and testing of the disturbed portion of the main.

2. Intent:

The intent of this item is to be cut and connect to existing water mains for interconnection or installation of new hydrant or valves; to seal open ends of pipe, fittings, or valves that have been abandoned resultant by any new work undertaken, and to restore pipe and connections to an operating condition, leak tight and under pressure, blocked to prevent movement, disinfected and flushed.

3. Materials and Installation:

All work under this item shall comply with specifications contained herein for excavation, backfill, pipe, fittings, threaded steel rods, thrust rods and appurtenances, and concrete thrust blocking. All pipe and fittings shall conform to the latest AWWA specifications.

4. Measurement:

All materials and work required for this item shall be included in the proposal for cutting and connecting to existing water mains for various sized pipe being connected, 4"-24" inclusive. Said

cutting and connection shall be the measured inches of diameter for each location where pipe is exposed, cut and a connection made.

ITEM 609A, ITEM 609B, ITEM 609C, ITEM 609D - CUTTING AND CONNECTING TO
EXISTING WATER MAINS (cont.)

5. Payment:

Payment shall be made for each location where existing pipe is exposed, cut, connected, flushed and disinfected in accordance with the unit bid for cutting and connecting to existing water mains of various sizes, 4" through 24" inclusive, for the main size where such cut and connection was made. Included in the unit price is dewatering, backfilling compaction, flushing, testing and disinfection of pipes; all tools and equipment necessary for a satisfactory installation, complete and ready for continuous use. However, payment for excavating, sheeting, pavement removal and restoration, ductile pipe fittings, valves, rods, etc., shall be paid at the unit price bid for each specific item in this proposal.

ITEM 611-A, ITEM 611-B, ITEM 611-C, ITEM 611-D - REPLACEMENT OF VARIOUS SIZES OF
VALVE BOXES AND COMPONENT PARTS

1. Description:

611-A, supply & install top section of valve box and cover
611-B, supply & install bottom section of valve box.
611-C, supply & install extension of valve box.
611-D, supply & install top and bottom section of valve box and cover

Under these items the Contractor shall provide and replace as directed by the Engineer, all damaged or worn elements of valve boxes, covers or extensions on valves 4" to 24", inclusive.

2. Intent:

The intent of this item is to provide and install compatible valve box sections and valve box appurtenances to repair or replace worn and faulty equipment, provide 4' minimum cover over valve, to allow adjustment of valve box to proper grade, and to assure ability to operate valves.

3. Materials and Installation:

Valve boxes shall be iron bodied and approved, conforming to AWWA Spec. 500, latest revision. Valve boxes are to be suitable for direct burial, compatible to valve boxes being replaced and shall be installed vertically. They are to be equivalent to top section F-2455; center section F-2460. Valves 4"-8" are to be equivalent to F-2465, #6, round base; valves 10" and larger, to F-2484, #160, oval base, set as per standard. Valve boxes shall be installed so that no stress or shock will be transmitted through the box, set plumb over the valve operating nut and flush to existing pavement. Valve boxes and extensions shall be saw cut to obtain the proper length. Covers are to be wire brushed, cleaned and painted with one coat of "Rust-Oleum" No. 866, Marlin Blue or equivalent.

4. Measurement:

Valve boxes or attendant part shall be measured installed in place, cover painted, set to grade and complete.

5. Payment:

Payment shall be made for valve boxes, covers, top sections, bottom sections, extensions where necessary, installed in final position, with cover painted, all complete and in accordance with such unit price bid. Included are all tools, equipment and labor necessary for satisfactory installation, complete and ready for continuous use. Excavation, backfilling and compaction shall be paid under Item 3S; pavement removal and replacement, under the appropriate item, and/or stripping and replacement of topsoil, under Item 9R.

ITEM 612-A, ITEM 612-B, ITEM 612-C - CORRECTING EXISTING VALVE BOXES

1. Description:

612-A, Raise Existing Valve Box to Proper Grade

612-B, Straighten and Plumb Existing Valve Box

612-C, Supply & Install "Rite Hite" to Raise Valve Box to Proper Grade

Under this item the Contractor shall correct existing valve boxes where all sections are in satisfactory condition as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Excavation in order to plumb and straighten valve box.
- b. The opening shall be backfilled, compacted and resurfaced according to Nassau County standard.
- c. Supply and install rite hites as directed.
- d. Cleaning valve box of sand, stone and other debris.

2. Intent:

The intent of this item is to adjust existing valve boxes so as to be properly aligned in relationship to the valve operating nut so that the valve may be easily operated, and that the top of said box is adjusted to be flush with the existing surface.

3. Materials and Installation:

Valve boxes shall be corrected by straightening or raising so that no stress or shock will be transmitted through the box to the valve. Each box shall be plumb over the valve operating nut and flush to the existing surface. Compacting and surfacing to conform with applicable County specifications. Work shall be conducted so that the boxes shall be free of stones, sand, or any other debris.

4. Measurement:

Valve box shall be inspected as to plumbness and surface level, installed in place set to grade and complete.

5. Payment:

Payment shall be made for each valve box corrected, completed in final position in accordance with such unit price bid. Where a "rite hite" is utilized to raise the valve box to proper grade, payment shall be made on a per each basis. Included are all labor, tools and equipment necessary for a satisfactory adjustment complete and ready for continuous use. Excavation, backfilling and compaction shall be paid under Item 3S, pavement removal and replacement under the appropriate item, and/or stripping and replacement of topsoil under another item.

ITEM 613 - VALVE PACKING REPAIR

1. Description:

Under this item the Contractor shall correct and repair valve packing and perform maintenance as necessary on that section of the exposed valve as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Replacement of valve packing and adjustment.
- b. Trench or opening shall be backfilled to assure a 4' minimum cover, compacted and resurfaced according to Nassau County standard.

2. Intent:

The intent of this item is to provide for the repair of valve packing found to be faulty, to insure a mechanically sound and hygienically pure water system.

3. Materials and Installation:

All work on valves shall be in conformance with AWWA Spec. C-500, latest revision. Valve boxes moved shall be reinstalled, straightened and set level so that no stress or shock will be transmitted through box, and set plumb over the valve operating nut, flush to the existing pavement. Compacting and resurfacing shall conform to applicable County specifications. Work shall be conducted so that boxes are free of stones, sand and other debris.

4. Measurement:

Valve packing repair shall be inspected and tested as repaired in the field, installed in place, backfilled, compacted, etc., complete and ready for use.

5. Payment:

Payment shall be made for each location where valve packing repair is made, exposed, packed and connected and tested in accordance with such unit price bid. Included are all tools, equipment and labor necessary for satisfactory valve packing repair, complete and ready for continuous use. Excavation backfilling and compaction shall be paid under Item 3S. Pavement removal and replacement, and/or topsoil stripping and replacement shall be paid under appropriate item. All materials used in this item shall be paid under Item 510.

ITEM 614F X - HYDRANTS

1. Description:

Under this item the Contractor shall furnish and install hydrants where directed by the Engineer. Work under this item shall include but not be limited to:

- a. Hydrant shall be installed to provide a minimum 5' bury and riser sections where necessary.
- b. Hydrant shall be installed, flushed, disinfected and pressure tested in accordance with AWWA and Nassau County Department of Health standards.
- c. Trench shall be backfilled and compacted according to Nassau County standards. All salvageable hydrant materials shall be removed and transported for storage as directed by the Engineer.

2. Intent:

The intent of this item is to furnish and install hydrants equal to existing equipment to replace damaged or worn equipment, or to extend new hydrant coverage to County owned mains in conformance with AWWA Specification 502-80, or latest revision.

3. Materials:

Hydrants shall be 5-1/4" M.V.O. (main valve opening), dry barrel standard, mechanical joint inlet, conforming to AWWA Specification 502-80, or latest revision, as manufactured by Clow Corp., Eddy Iowa Division, or equal, to conform with system into which hydrant will be installed. Areas of bury generally 5'. Nozzles, main valve opening, inlet connection, direction of opening, color, riser section, operating nut, type of construction and hydrant packing shall be determined by Engineer to conform with or supersede existing installation. Included in this item will be a hydrant flag, as manufactured by Joseph G. Pollard Co., Inc. Item No. P69101, or equal, installed on each new hydrant as directed by the engineer.

4. Payment:

Payment shall be made for hydrant installed with hydrant flag, complete with drain sump in final position, pressure tested, sterilized, painted and measured in accordance with unit price bid in proposal for hydrants, all complete including labor and materials. Dewatering, backfilling, compaction, testing, sterilization, saw cutting of branch lines, and all jointing equipment necessary for satisfactory installation, complete and ready for continuous use, shall be part of this item. Pavement removal and replacement shall be paid under appropriate item; excavation, backfilling and compaction, under Item 3S. Additional payment will be made for all buries in excess of 7' L.F. under Item 615B. Topsoil in area will be stripped, stored and replaced where encountered and paid under Item 9R.

ITEM 614G – FURNISH AND INSTALL UPPER SECTION OF HYDRANT ASSEMBLY

1. Description:

Under this item the Contractor shall furnish and install the upper section of a hydrant assembly as directed by the Engineer. Work shall include but not be limited to:

- a. Removal of old section.
- b. All excavation required to install top section of hydrant, compaction and leveling of materials excavated.
- c. Hydrant section installed, flushed, disinfected and pressure tested in accordance with AWWA and Nassau County Department of Health standards, completely functional and operational.
- d. Top section and exposed lower section of riser assembly painted according to Nassau County specification and colors, as directed by Engineer.

2. Intent:

The intent of this item is to furnish and install upper section of hydrants compatible and equal to existing equipment that is worn or damaged, in conformance with AWWA specifications 502-80 and 600-82, or latest revisions.

3. Materials:

Upper section of hydrants shall be equal to and conform with system into which it will be installed. Nozzles, color, operating nut, and type of construction shall be determined by the Engineer to conform with or supersede existing installations.

4. Payment:

Payment shall be made for each hydrant upper section installed and completely functional, pressure tested and sterilized as inspected in accordance with the unit price bid on the upper section of hydrant assembly, including all labor, materials, excavation, backfilling, compaction, painting, testing, and sterilization; and all tools and equipment for the satisfactory installation complete and ready for continuous use shall be part of this item.

ITEM 615A – REPAIR OF UPPER HYDRANT ASSEMBLY

1. Description:

Under this item the Contractor shall repair on County owned hydrants those upper barrel sections that are sound and repairable. Included are internal component parts, operating nut, and weather cap, down to but not including the hydrant break flange. All work shall be directed by the Engineer. Work shall include but not be limited to:

- a. Closing valves to shut down water service to hydrant.
- b. Installation of same or approved equivalent replacement elements.
- c. Removal of all debris and useless parts.
- d. Clean up as required.
- e. Hydrants to be flushed, disinfected and pressure tested in accordance with AWWA and County Department of Health standards, completely functional and operational.

2. Intent:

The intent of this item is to furnish and install those component parts contained in the upper section of the hydrant assembly from top operating nut to break flange that are either damaged or worn, so as to insure their proper operation.

3. Materials and Installation:

All work on hydrants shall conform to AWWA specifications 502-80 and 600-82, latest revisions. All component parts of upper section shall be equal to and conform with the hydrant to which it will be installed and all new installed external parts shall be painted to meet Nassau County standards.

4. Payment:

Payment shall be made for each damaged hydrant assembly, upper section, repaired to be completely functional, pressure tested, sterilized and painted as inspected in accordance with the unit price bid. Payment to include all labor, tools and equipment necessary for the satisfactory repair of upper hydrant assembly. All materials used in this item to be paid under Item 510.

ITEM 615B – SUPPLY AND INSTALL VARIOUS LENGTHS OF HYDRANT RISER ASSEMBLIES

(6", 12", 18", 24", 30", 36")

1. Description:

Under this item the Contractor shall install hydrant riser assembly and component parts of lower hydrant sections including lower barrel and parts of stem but not the foot piece or shoe. All work shall be as directed by the Engineer. Work shall include but not be limited to:

- a. Closing valves to shut down water service to hydrants.
- b. Installation of same or approved equivalent elements.
- c. Removal of all debris and useless parts.
- d. Cleanup as required.
- e. Hydrant to be flushed, disinfected and pressure tested in accordance with AWWA and Nassau County Department of Health standards, completely functional and operational.

2. Intent:

The intent of this item is to furnish and install those component parts contained in the lower section of the hydrant assembly from the break flange down to the foot or shoe that are damaged, worn or required to be raised, so as to insure their proper operation.

3. Materials and Installation:

All work on the hydrant shall conform to AWWA Specifications 502-80 and 600-82, latest revisions. All component parts of the lower section shall be equal to and conform with the hydrant to which it will be installed.

4. Payment:

Payment shall be made for each length (as per item length) of damaged hydrant riser assembly, lower section, repaired from immediately below break flange to foot or shoe assembly, completely functional, pressure tested, sterilized and inspected, in accordance with unit bid price. Payment under this item shall include all labor, materials, testing, sterilization, tools and equipment for the satisfactory repair, complete and ready for continuous use. Excavation, backfilling and compaction shall be paid under Item 3S; pavement removal and replacement, under the appropriate item; stripping and replacement of topsoil, under another Item.

ITEM 615C – REPAIR OF HYDRANT VALVE AND DRAIN ASSEMBLY

1. Description:

Under this item the Contractor shall make repairs to damaged or worn shoe (foot) section of county owned hydrant below barrel of hydrant (valve and drain assembly), or any component parts including nuts and bolts. All work shall be as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Closing valves to shut down water service to hydrant.
- b. Removal of upper barrel, break flange, et al.
- c. Installation of same or approved equivalent elements.
- d. Blocking, cleanup and restoration.
- e. Hydrant flushed, disinfected and pressure tested in accordance with AWWA and County Department of Health standards, completely functional and operational.

2. Intent:

Intent of this item is to furnish and install those component parts, such as shoe or foot of hydrant assembly (valve and drain), that are either damaged or worn so as to insure proper operation.

3. Materials and Installation:

All work on hydrant shall conform to AWWA specifications 502-80 and 600-82, latest revisions. All component parts of valve and drain assembly shall be equal to and conform with the hydrant to which it is being installed.

4. Payment:

Payment shall be made for each damaged valve and drain hydrant assembly in the shoe or foot, repaired completely functional, pressure tested and sterilized as inspected, in accordance with unit bid price. Payment under this item shall include all labor, tools and equipment for the satisfactory repair, complete and ready for continuous use. All materials used in this item shall be paid under Item 510. Excavation, backfilling and compaction shall be paid under Item 3S; pavement removal and replacement, stripping and replacement of topsoil, under the appropriate items.

ITEM 615D – SUPPLY AND REPAIR HYDRANT BREAK FLANGE

1. Description:

Under this item the Contractor shall supply and repair the break flange of County owned hydrants including all necessary stem and flange sections, bolts and any incidental parts. All work shall be as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Closing valves to shut down water service to the hydrant.
- b. Installation of proper break flange elements.
- c. Hydrant flushed, disinfected and pressure tested in accordance with AWWA and Nassau County Department of Health standards, completely functional and operational.

2. Intent:

The intent of this item is to furnish and install the component parts of a break flange and stem that have been broken to insure proper operation.

3. Materials and Installation:

All work on the hydrant shall conform to AWWA Specifications 502-80 and 600-82, latest revisions. All component parts of the break flange shall be equal to and conform with the hydrant to which it is being installed and shall be painted to meet existing Nassau County standards.

4. Payment:

Payment shall be made for each damaged hydrant break flange and stem installed, with break flange completely functional, painted, pressure tested, sterilized and inspected in accordance with the unit price bid. Payment under this item shall include all labor, materials, tools and equipment for the satisfactory repair, complete and ready for continuous use.

When only one-half (1/2) of a break flange is installed, payment shall be made based on one-half (1/2) of the unit price bid.

ITEM 615G – INSPECTION, REPORTING AND BASIC MAINTENANCE OF HYDRANTS

1. Description:

Under this item the Contractor shall inspect, report, operate and perform basic maintenance of County-owned hydrants and branch valves as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Operation of hydrants, and branch valve, checking on condition of component parts.
- b. Performing basic maintenance, flushing, lubricating and cleanups and report information pertinent to future maintenance of said hydrant.
- c. Inspections, generally to be done between March 15 and December 15.

2. Intent:

The intent of this item is to inspect, report and perform basic maintenance to County-owned hydrants and branch valves so as to insure their proper operation, as outlined in AWWA Manual M17, latest revision.

3. Methodology and Materials:

Contractor's personnel shall be thoroughly familiar with the design and operation of the various types of hydrants and branch valve to be serviced, and shall:

- (1) Remove outlet nozzle caps and check with plumb bob for presence of water or ice standing in barrel of dry barrel type hydrants. Replace all but one nozzle cap, shut down branch valve and open hydrant to determine whether branch valve is obtaining complete shut down.
- (2) Replace outlet nozzle caps and open hydrant to full open position, checking ease of operation. If stem action is tight, repeat operation several times until opening and closing action is smooth and free.

Note: Water conditions may be such as to cause "Hard Water Build-up" on stem threads. A series of opening and closing operations usually is sufficient to remove this build-up.

- (3) While the hydrant is under pressure, check for leakage at joints, around outlet nozzles, at packing or seals, and past outlet nozzle caps.
- (4) If leakage is observed, tighten or recaulk outlet nozzles, lubricate and tighten compression packing or replace O-rings or similar seals, replace gaskets. If leakage cannot be corrected with the tools at hand, record the nature of the leakage for prompt attention by those responsible for repairs.
- (5) Close hydrant main valve to the position at which the drains open and allow flow through the drains under pressure for about ten seconds to flush the drains. Then close completely.
- (6) Remove a nozzle cap and attach a section of hose, if necessary, to direct the flow into the street. Open the hydrant and flush to remove foreign material from the interior and lateral piping.

ITEM 615G – INSPECTION, REPORTING AND BASIC MAINTENANCE OF HYDRANTS (CONT.)

3. Methodology and Materials (Cont.):

- (7) Close main valve and check hydrants for drainage from barrel. Drainage should be sufficiently rapid to create a suction if the hand is placed over a nozzle outlet during drainage. Check again for seat leakage with the aquaphone on dry barrel hydrants and visually on wet barrel hydrants.
- (8) If hydrants do not have a drain, pump out any residual water in the barrel. If there is any question as to whether the barrel can be kept dry, add a non-toxic solution during the fall inspection to prevent freezing and cracking of barrel. Follow the same procedure after each usage during the period of freezing weather.
- (9) Remove all nozzle caps and inspect for thread damage from impact or cross threading. Clean and lubricate outlet nozzle threads and use caps to check for easy operation of threads. Be sure outlet nozzle cap gaskets are in good condition.
- (10) Check nozzle cap chains for free action on each cap. If binding is observed, open the loop around the cap until the action is free so as to prevent kinking during removal of the cap under emergency conditions.
- (11) Replace caps, tighten with spanner wrench, then back off on threads slightly so that the caps will not be excessively tight, but leave sufficient frictional resistance to prevent removal by hand.
- (12) Lubricate operating unit threads in accordance with manufacturer's instructions.
- (13) Check for any exterior obstruction which may interfere with hydrant use in a fire emergency.
- (14) Clean the exterior of hydrant.
- (15) Be sure branch valve is operable and in wide open position. Valve box cover shall be wire brushed, cleaned and painted with one coat of "Rustoleum" No. 866 Marlin Blue or equivalent.
- (16) If hydrant is inoperable, tag it with a clearly visible marking to prevent loss of time by fire fighting crews in case an emergency occurs before the hydrant is repaired. Report this condition to the fire department at once.
- (17) Flow hydrant, measure and report Static Pressure (lbs), Flow (gpm) and Residual Pressure (lbs).

Repairs: Any condition that cannot be corrected during the regular inspection should be recorded and reported for subsequent action by repair crews. Leakage, broken parts, hard operation, corrosion, need for painting, and other major defects shall be corrected by a crew as soon as possible after the defect is reported.

4. Measurement:

Hydrants and branch valves will be inspected on site as well as verifying the on-site record and maintenance cards.

ITEM 615G – INSPECTION, REPORTING AND BASIC MAINTENANCE OF HYDRANTS (CONT.)

5. Payment:

Payment shall be made upon the receipt of a completed hydrant report card for each hydrant inspected and on which basic maintenance was performed including the operation, flushing, recaulking of outlet nozzles, replacement of O-rings, if required, or similar seals, so that leakage is corrected. Operation and painting of existing branch valves shall also be included under this item. Area to be checked for any exterior obstructions that could interfere with operation, and hydrant is to be completed and ready for use.

ITEM 616 – INSPECTION AND OPERATION OF WATER MAIN VALVES AND BOXES

1. Description:

Under this item the Contractor shall inspect, operate and report on valves owned by Nassau County as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Operation of valves and the checking of condition and ease of operation of valves, and reporting pertinent information for future maintenance of valves and boxes.
- b. Painting of valve box cover for easy identification in the field.
- c. Inspections to be done between March 15 and December 15, generally.

2. Intent:

The intent of this item is to inspect, operate, record and verify the operation of valves and condition of valve boxes so as to insure their proper functioning, as outlined in AWWA Manual M-8.

3. Methodology and Materials:

Contractor's personnel shall be thoroughly familiar with the design and operation of the various types of valves to be inspected and operated.

- a. Valves are to be operated in both directions, fully closed and fully opened, with the number of turns and direction noted. Particular care is to be taken to identify valves that operate in the opposite direction to that which is standard in the system.
- b. Valves should normally be left in the open position, but any valve required to be closed should be carefully noted.
- c. Badly corroded valves are to be operated several times, and if necessary, flow should be induced by opening a hydrant to flush out the valve seats.
- d. The condition of the valve packing, stem, stem nut, and gearing to be noted.
- e. Valve boxes or vaults are to be checked and reported to the Engineer if raising, lowering or replacement is necessary. As needed, valve box shall be cleaned out as part of this item.
- f. Any condition that requires immediate attention shall be reported to the Engineer.
- g. Each valve box cover to be wire brushed, cleaned and painted with one coat of "Rust-Oleum", No. 866, Marlin Blue or equivalent.

4. Measurement:

Valves and valve boxes will be inspected on site as well as verifying on site record and maintenance cards.

5. Payment:

Payment shall be made for each valve box upon receipt of a completed valve report card, and valve being operated, inspected and verified on a one-each basis.

ITEM 622 – PAINTING EXISTING HYDRANTS

1. Description:

The painting of existing hydrants shall include proper preparation of the surface, the application, protection and drying of paint coatings, the protection of adjacent property against disfigurement by splatters and splashes of paint, and the supplying of all tools, drop cloths, labor and materials to complete all work.

2. Intent:

The intent of this item is to provide protection to the hydrant from corrosion, the weather, and to make it easily identifiable by painting.

3. Materials and Application:

All hydrant external parts, generally from the lower side of the safety flange or break point, or 6" below existing ground level, where all previously applied paint shall be cleaned prior to painting to remove rust, loose mill scale, dirt, oil or grease and all other foreign substances by use of metal brushes, scrapers, or any other effective means, as determined by the Engineer, in conformity with Surface Preparation Specifications of the Steel Painting Council, 144000 Fifth Avenue, Pittsburgh, PA, covering No. 1, Solvent Cleaning; No. 2, Hand Cleaning; No. 3, Power Tool Cleaning; No. 5, Blast Cleaning to 'White' Metal.

All areas adjacent to the fire hydrant shall be cleaned daily and restored to original condition at the completion of work. In addition to detailed cleaning requirements, all painted surfaces, regardless of condition, shall be brushed to ensure removal of dust, sand and mud, and primed before painting. All surfaces shall be dry and clean before application of paint.

Painting shall consist of one spot prime coat and two finish coats, colors designated by the Engineer, conforming to Federal Spec. TT-86a, Type IV, or equal. No thinning of paint or the addition of any material whatsoever will be permitted except by order of the Engineer. All paints shall be submitted for sampling before use and the start of work. All paint shall be thoroughly stirred by mechanical means before being removed from their containers. Succeeding coats of paint shall not be applied until previous coats have dried thoroughly. Paint shall be applied by means of round or oval brushes being thoroughly applied and well brushed into all cracks or fissures without leaving runs.

4. Measurement:

Painting and preparations in the field shall be inspected as work progresses on hydrant cleaning, preparation and painting, and the cleaning and restoration of the area, complete and ready for use.

5. Payment:

Payment shall be made for each completed and acceptable hydrant scraped, cleaned, primed, painted and restored in accordance with such bid unit price. Included are costs of furnishing all labor, materials, drop cloths and equipment necessary for preparation of the hydrants and completion of painting of fire hydrants.

ITEM 623 – SAMPLING AND TAP CONNECTION

1. Description:

Under this item the contractor shall furnish and install sampling taps for testing and chlorination where directed by the engineer. Work under this item shall include but not be limited to:

- a. Drilling and tapping main (under pressure where necessary).
- b. Installing corporation stops with copper tubing and other appurtenances necessary for testing or sampling.
- c. After testing and/or flushing remove tap and insert plug.

2. Intent:

The intent of this item is to provide access to the main for the sampling blow off, chlorination, and flushing of water main.

3. Materials:

The use of a drilling, tapping and inserting machine similar to the Mueller B-100, or equivalent, to insert 5/8" taps and corporation stops equivalent to Mueller style H-15000 series. A 5/8" tap for a 5/8" x 3/4" corporation, pet cock and copper pipe reduced to 1/4" will be used.

4. Measurement:

Installing taps, corporation stops and plug shall be measured when complete in place including all necessary piping.

5. Payment:

Payment shall be made for each sampling tap and connection installed and plug inserted. Payment shall be in accordance with the unit price bid in the proposal.

ITEM 624 – EMERGENCY REPAIR CHLORINATION OF WATER MAINS AND APPURTENANCES

1. Description:

Under this item the Contractor shall treat the site of an emergency break or leak in a County owned main by chlorination. All work shall be as directed by the Engineer. Work under this item shall include but not be limited to:

- a. Application for hypochlorite solution to trench area.
- b. Swabbing all interior pipe and fittings used in repairs with 5% hypochlorite solution before installation.
- c. Flushing pipe and operating related appurtenances in affected section.
- d. Chlorination of main with hypochlorite solution to yield 300 ppm chloride solution.
- e. Sampling to provide a record of effectiveness of procedure.

2. Intent:

The intent of this item is to provide disinfection for those mains wholly or partially dewatered after a break to prevent or remedy any contamination in emergency conditions.

3. Work and Materials:

The Contractor shall first flush, then disinfect with hypochlorite solution, then reflush. The pipe shall be flushed through hydrants whenever possible and sampled through a 5/8" blow off and sampling tap (Item 623), using the following procedure.

- a. The pipe shall be thoroughly flushed.
- b. The main shall then be chlorinated with hydrochlorite solution to yield 300 ppm chlorine in the pipe and this solution shall be permitted to stand 1/2 hour minimum. Chlorine solution is to be pumped into the pipe.
- c. The main shall then be thoroughly flushed until no trace of chlorine remains.
- d. A sampling tee shall then be sterilized by flaming the end and a sample taken by the Contractor's representative in the presence of the Engineer. The sample shall be picked up at the work site by Nassau County personnel and delivered to the Department of Health laboratory.
- e. If the sanitary condition of the interior of the repaired main is found by the Engineer or the laboratory to be unsatisfactory, the Contractor shall proceed to disinfect the complete main in accordance with the directions of the Engineer and shall repeat such disinfection as often as may be necessary until samples of the water taken from the main by the County show this condition to be satisfactory. The cost of such additional disinfection shall be borne by the Contractor.
- f. No allowance will be made to the Contractor because of delays resulting from the taking of samples or because of any other operation which may be needed to insure that the sanitary condition of the main is satisfactory.
- g. Except where herein described otherwise, all water main chlorination shall conform to AWWA C651-86, or latest revision.

4. Payment:

Payment shall be made at completion of chlorination and the satisfactory testing of a bacteriological sample taken at completion of repair and shall include all materials, tools and labor necessary for chlorination.

ITEM 625 - BOLLARDS

1. Description:

Under this item the Contractor shall furnish and install hydrant bollards at locations as shown on the plans or as directed by the Engineer.

2. Intent:

The intent of this item is to place hydrant bollards as necessary to protect hydrants from damage by vehicles.

3. Materials:

Hydrant bollards shall be concrete-filled 5" Schedule 40 Steel Pipe 6-1/2 feet long, one end threaded with a 5" domed threaded cap.

4. Installation:

Bollards shall be buried 3-1/2 feet and set in a one by two feet circular concrete footing. The domed cap and exposed body of the bollard shall be painted according to Nassau County specification and colors, as directed by the Engineer.

5. Payment:

Payment shall be made for each bollard installed as stated above, concrete-filled, in accordance with the unit price bid. Included are all tools and equipment necessary for a satisfactory installation complete and ready for continuous use. Excavation, backfilling and compaction are also included in this unit price bid. Pavement removal and replacement shall be paid for under the appropriate item. Stripping and replacement of topsoil shall be paid for under Item 9R.

ITEM 625-P – PAINTING EXISTING BOLLARDS

1. Description:

The painting of existing bollards shall include proper preparation of the surface, the application, protection and drying of paint coatings, the protection of adjacent property against disfigurement by splatters and splashes of paint, and the supplying of all tools, drop cloths, labor and materials to complete all work.

2. Intent:

The intent of this item is to provide protection to the bollard from corrosion, the weather, and to make it easily identifiable by painting.

3. Materials and Application:

All external parts, generally from existing ground level, where all previously applied paint shall be cleansed prior to painting to remove rust, loose mill scale, dirt, oil or grease and all other foreign substances by use of metal brushes, scrapers, or any other effective means, as determined by the Engineer, in conformity with Surface Preparation Specifications of the Steel Painting Council, 144000 Fifth Avenue, Pittsburgh, PA, covering No. 1, Solvent Cleaning; No. 2, Hand Cleaning; No. 3, Power Tool Cleaning; No. 5, Blast Cleaning to 'White' Metal.

All areas adjacent to the bollard shall be cleaned daily and restored to original condition at the completion of work. In addition to detailed cleaning requirements, all painted surfaces, regardless of condition, shall be brushed to ensure removal of dust, sand and mud, and primed before painting. All surfaces shall be dry and clean before application of paint.

Painting shall consist of one spot prime coat and two finish coats, colors designated by the Engineer, conforming to Federal Spec. TT-86a, Type IV, or equal. No thinning of paint or the addition of any material whatsoever will be permitted except by order of the Engineer. All paints shall be submitted for sampling before use and the start of work. All paint shall be thoroughly stirred by mechanical means before being removed from their containers. Succeeding coats of paint shall not be applied until previous coats have dried thoroughly. Paint shall be applied by means of round or oval brushes being thoroughly applied and well brushed into all cracks or fissures without leaving runs.

4. Measurement:

Painting and preparations in the field shall be inspected as work progresses on bollard cleaning, preparation and painting, and the cleaning and restoration of the area, complete and ready for use.

5. Payment:

Payment shall be made for each completed and acceptable bollard scraped, cleaned, primed, painted and restored in accordance with such bid unit price. Included are costs of furnishing all labor, materials, drop cloths and equipment necessary for preparation of the bollard and completion of painting of the bollard.

ITEM 626 – FURNISH AND INSTALL REDUCED PRESSURE ZONE BACKFLOW PREVENTION DEVICES OF VARIOUS SIZES INSIDE A BUILDING

1. Description:

Under this item, the Contractor shall furnish and install reduced pressure zone backflow prevention devices of various sizes within buildings where shown on the plans or as directed by the Engineer. Work under each item shall include but not be limited to:

- a. Locating and shutting down existing water service pipe, cutting and disassembly of existing piping as necessary to install the new backflow prevention device.
- b. Furnishing and installing the new reduced pressure zone backflow prevention device complete with pipe, fittings, valves, gravity drain and all appurtenances.
- c. Reassemble the existing piping arrangement, making alterations to the piping, furnishing and installing new pipe, fittings and valves, flushing, disinfecting, and testing, as necessary to restore service to the facility served through the new backflow device.
- d. Furnishing and installing new pipe supports, hangers, brackets and appurtenances necessary to provide a safe, stable installation.
- e. Furnishing Nassau County with written results of all tests on New York State Health Department Test Report Forms.

2. Intent:

It is the intent under this item to provide a reduced pressure zone backflow prevention device at each individual location shown on the drawing and/or where directed by the Engineer.

3. Materials and Installation:

Reduced pressure zone backflow prevention devices shall be Febco Model 825 or 825Y or approved equal. All installations shall meet the Nassau County Department of Health requirements and the Contractor is required to submit four (4) sets of drawings of his proposed installation for approval. Drawings shall show location of devices, indicating distance from existing walls and floors, all fittings, new pipe, pipe support and hanger and bracket installation. Disinfecting and testing shall be in conformity with all current AWWA and Nassau County Department of Health standards.

All devices must be protected from freezing. Test cocks must be positioned to facilitate testing. A gravity drain large enough to receive maximum flow must be provided. Drains cannot be subject to flooding and must be screened.

ITEM 626 – FURNISH AND INSTALL REDUCED PRESSURE ZONE BACKFLOW PREVENTION
DEVICES OF VARIOUS SIZES INSIDE A BUILDING (Cont.)

4. Payment:

Payment shall be made for a reduced pressure zone backflow prevention device furnished and installed and tested, disinfected, complete and ready for continuous use as per approved drawings. Payment will be made in accordance with the unit price bid for:

- Item 626 - 3/4" - Furnish and install 3/4" reduced pressure zone backflow prevention device inside a building
- Item 626 - 1" - Furnish and install 1" reduced pressure zone backflow prevention device inside a building
- Item 626 - 1-1/4" - Furnish and install 1-1/4" reduced pressure zone backflow prevention device inside a building
- Item 626 - 1-1/2" - Furnish and install 1-1/2" reduced pressure zone backflow prevention device inside a building
- Item 626 - 2" - Furnish and install 2" reduced pressure zone backflow prevention device inside a building
- Item 626 - 2-1/2" - Furnish and install 2-1/2" reduced pressure zone backflow prevention device inside a building
- Item 626 - 3" - Furnish and install 3" reduced pressure zone backflow prevention device inside a building
- Item 626 - 4" - Furnish and install 4" reduced pressure zone backflow prevention device inside a building
- Item 626 - 6" - Furnish and install 6" reduced pressure zone backflow prevention device inside a building
- Item 626 - 8" - Furnish and install 8" reduced pressure zone backflow prevention device inside a building

The furnishing and installing of strainers and/or meters shall be paid for under Item 510. Gravity drains shall be paid for under Item 510.

ITEM 627 – FURNISH AND INSTALL DOUBLE CHECK VALVE BACKFLOW PREVENTION
DEVICES OF VARIOUS SIZES INSIDE A BUILDING

3/4", 1", 1-1/2", 2" 2-1/2", 3", 4", 6", 8"

1. Description:

Under this item the Contractor shall furnish and install double check valve backflow prevention devices of various sizes within buildings where shown on the plans or as directed by the Engineer. Work under each item shall include but not be limited to:

- a. Locating and shutting down existing water service pipe, cutting and disassembly of existing piping as necessary to install the new backflow prevention device.
- b. Furnishing and installing the new backflow prevention device complete with pipe, fittings, valves and all appurtenances.
- c. Reassemble the existing piping arrangement, making alterations to the piping, furnishing and installing new pipe, fittings and valves, flushing, disinfecting, and testing, as necessary to restore service to the facility served through the new backflow device.
- d. Furnishing and installing new pipe supports, hangers, brackets and appurtenances necessary to provide a safe, stable installation.
- e. Furnishing Nassau County with written results of all tests on New York State Health Department Test Report Forms.

2. Intent:

It is the intent under this item to provide a double check valve backflow prevention device at each individual location shown on the drawing and/or where directed by the Engineer.

3. Materials and Installation:

Double check valve backflow prevention devices shall be Febco Model 805 or 805Y or approved equal. All installations shall meet the Nassau County Department of Health requirements and the Contractor is required to submit four (4) sets of drawings of his proposed installation for approval. Drawings shall show location of devices indicating distances from existing walls and floors, all fittings, new pipe, pipe support and hanger and bracket installation. All devices must be protected from freezing. Test cocks must be positioned to facilitate testing. Disinfecting and testing shall be in conformity with all current AWWA and Nassau County Department of Health standards.

ITEM 627 – FURNISH AND INSTALL DOUBLE CHECK VALVE BACKFLOW PREVENTION
DEVICES OF VARIOUS SIZES INSIDE A BUILDING (Cont.)

4. Payment:

Payment shall be made for double check valve backflow prevention devices furnished, installed, tested, disinfected, complete and ready for continuous use as per approved drawings. Payment will be made in accordance with the unit price bid for:

- Item 627 - 3/4" - Furnish and install 3/4" double check valve backflow prevention device inside a building
- Item 627 - 1" - Furnish and install 1" double check valve backflow prevention device inside a building
- Item 627 - 1-1/2" - Furnish and install 1-1/2" double check valve backflow prevention device inside a building
- Item 627 - 2" - Furnish and install 2" double check valve backflow prevention device inside a building
- Item 627 - 2-1/2" - Furnish and install 2-1/2" double check valve backflow prevention device inside a building
- Item 627 - 3" - Furnish and install 3" double check valve backflow prevention device inside a building
- Item 627 - 4" - Furnish and install 4" double check valve backflow prevention device inside a building
- Item 627 - 6" - Furnish and install 6" double check valve backflow prevention device inside a building
- Item 627 - 8" - Furnish and install 8" double check valve backflow prevention device inside a building

The furnishing and installing of strainers and/or meters shall be paid for under Item 510.

ITEM 628 – FLOW TESTING OF WATER MAINS

1. Description:

Under this item the Contractor shall shut down various valves in order to isolate a selected water main in a distribution system and shall measure static and residual pressures at various hydrants along the isolated main as directed by the Engineer. The information collected will be used for determining Hazen-William "C" values of the water main and flow rates at various residual pressures.

2. Intent:

The intent of this item is to gain information on the condition of County owned distribution systems by conducting hydrant and main tests in conformance with procedures as specified by the Engineer.

3. Methodology:

Contractor's personnel shall be familiar with the operation of various types of valves, hydrants, and hydrant branch valves. While the number of valves that will need to be closed for isolating a water main could be variable, it is anticipated that the closing of two or three valves would attain the necessary isolation. Static pressures shall be measured at two hydrants along the isolated main, both during flow and non-flow conditions, and residual pressure and flow rate shall be measured at one open hydrant down-gradient of the other two - all hydrants to be common to the same isolated water main. At the conclusion of the test the Contractor shall re-open any valves that were closed and shall close down any open hydrants and replace hydrant caps.

4. Payment:

Payment shall be made for each flow test performed as described above. The Contractor is advised that he may be required to perform these tests during low water demand periods such as before or after regular working hours or on weekends in order to minimize disturbances to the water supply of various buildings and facilities.

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of Purchasing and Contracts
Att: Robert Cleary, Chief Procurement and Compliance Officer

FROM: DPW Contract Administration

DATE: October 4, 2023

SUBJECT: Delay Justification Memo for Amendment #1
Requirements Contract-Maintenance & Repair-Water Mains
Contract No.: S80031A
Encumbrance No.: CHPW19000003

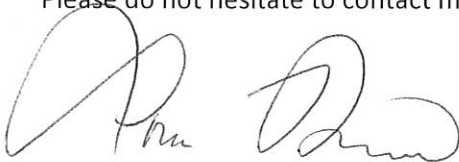
Please be advised of the following regarding the contract amendment for construction services between Bancker Construction Corp. and the Nassau County Department of Public Works, and the reasons explaining the delay in processing of this Contract Amendment.

On May 30th, 2023, the Department was notified of a sinkhole developing on Lido Boulevard at the intersection of Regent Drive in Lido Beach.

Upon review of the Bancker contract with Veolia (the Department's sewer services operator) this office determined that the price structure does not address neither the depth of work required nor the level of effort to both address a critical area timely with adequate resources. The Department determined that the best course of action was to utilize the Extra Work clause in the above referenced contract to address this critical work.

The term of the Original Contract was from execution (May 28, 2019) to May 28, 2021, extended to May 28, 2023 for a total Contract term of four (4) years. The Department was in the process of preparing an Amendment for the Contract extension to 2024 when the sinkhole collapse occurred, and needed to wait until the work was completed and claims and additional supporting documentation were tabulated before the final Amendment package could be submitted. Additionally, the vendor was working on their disclosures in the Vendor Portal, further delaying the finalization of the Amendment package.

Please do not hesitate to contact me if you have any questions or concerns.



Loretta Dionisio
Assistant to Deputy Commissioner for Administration

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