Certified: --

B-5-24

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 4, 2024 12:30PM

NIFS ID: H61587-PR12

Capital: X

Contract ID #: H61587-PR12

NIFS Entry Date:

Department: Public Works

Service: Nassau County Priority Resurfacing-Various Roads–Ph 12-H61587-PR12-B05-24

Term: 180 Calendar Days

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

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

Vendor/Municipality Info:	
Name: **H&L CONTRACTING LLC**	ID#:**464082629**
Main Address: **140 Adams Avenue, Ste B14 Hauppauge, NY 11788**	
Main Contact: **KENNETH ANGERMAN**	
Main Phone: **(631) 928-4104**	

Department:
Contact Name: **Daniel Wong**
Address: **Department of Public Works 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-6886**
Email: **dwong@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,cpetrucci@nassaucountyny.gov**

Contract Summary

Purpose: This is a contract for Priority Resurfacing of Various Roads – Phase 12 in Nassau County. The proposed roadways to be resurfaced under this contract, may include but not be limited to the roads in Garden City, Lake Success, East Meadow, Salisbury, and Uniondale.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised September 27, 2023. There were six (6) bidders. The bids were received on October 31, 2023. Bids have been examined and the contract bid amount of $6,023,079.00 submitted by H&L Contracting, LLC. is acceptable as the low bid. Therefore, it is recommended to award the contract to the lowest responsible bidder, H&L Contracting, LLC.

Description of General Provisions: This is a unit price contract.

Impact on Funding / Price Analysis: The contract provides for the expenditure of $6,023,079.00. Funding will be provided under

Capital Project No. 61587. MBE/WBE participation is 17.00%.

Change in Contract from Prior Procurement: This is a New Contract - no prior procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: H61587-PR12

Advertised On: 09/27/2023

Advertised In: Bid Board, Newsday, New York State Contract Reporter

Publicly Opened On: 10/31/2023

Number of bids received: 6

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 61587 P12	01	$6,023,079.00
Project Number 61587 Project Detail P12								
						TOTAL		**$6,023,079.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$6,023,079.00
Other	$0.00
Total	**$6,023,079.00**

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	02/23/2024 02:56PM	Approved
NIFS Final Approval	Roseann D'Alleva	02/23/2024 03:09PM	Approved
Final Approval	Roseann D'Alleva	02/23/2024 03:09PM	Approved
DPW			
Capital Fund Approval	Roseann D'Alleva	02/23/2024 03:09PM	Approved
Final Approval	Roseann D'Alleva	02/23/2024 03:09PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	02/23/2024 03:46PM	Approved
Approval as to Form	Salvatore Spezio	02/27/2024 09:57AM	Approved
NIFS Approval	Mary Nori	03/01/2024 01:28PM	Approved
Final Approval	Mary Nori	03/01/2024 01:28PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	02/23/2024 03:58PM	Approved
NIFA Approval	Christopher Nolan	02/29/2024 07:07PM	Approved
Final Approval	Christopher Nolan	02/29/2024 07:07PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	03/01/2024 01:53PM	Approved
DCE Compliance Approval	Robert Cleary	03/04/2024 11:40AM	Approved
Vertical DCE Approval	Arthur Walsh	03/04/2024 12:03PM	Approved
Final Approval	Arthur Walsh	03/04/2024 12:03PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/04/2024 12:05PM	Approved

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

B05-24

RULES RESOLUTION NO. -2024

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 H & L CONTRACTING, LLC.

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 H61587-PR12, for NASSAU COUNTY PRIORITY RESURFACING OF VARIOUS ROADS-PHASE 12 – NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of H & L CONTRACTING, LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 6,023,079.00, now therefore be it

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

BID BOND

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 H&L Contracting, LLC

as Principal; and Arch Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Amount Bid-- dollars ($ 10%--) 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 31st day of October, 20 23

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. H61587-PR12 for the

Priority Resurfacing of Various Roads - Phase 12, Nassau County

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

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

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

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

NO TEXT ON THIS PAGE

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

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

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

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

NO TEXT ON THIS PAGE

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.

H&L Contracting, LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Arch Insurance Company
Surety

by _____ (L.S.)
Title of Officer Benedict J. Tockarshewsky, Attorney-in-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer William D. Haas, Attorney-in-Fact

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF _____)

ss.:)
COUNTY OF _____)

On this day of , 20 , before me personally came to me known, who, being by me duly sworn, did depose and say for himself, that he resides in that he is the of the the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

(Acknowledgment by Contractor if a partnership/LLC

STATE OF New York)

ss.:)
COUNTY OF Suffolk)

On this 31 day of October , 2023 , before me personally came Keith Haney to me known and known to me to be a member of H-L Contracting LLC 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.

Deborah Ryder
Notary Public

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 2024

(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 Westchester)

On this 31st day of October , 2023 , before me personally came Benedict J. Tockarshewsky to me Known, who being by me duly sworn, did depose and say that he resides in Flushing, New York

that he is theAttorney-in-Factof the Arch Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Notary Public further said that he is acquainted with Benedict J. Tockarshewsky and knows him to be the Attorney-in-Fact of said company; that the signature of the said Benedict J. Tockarshewsky subscribed to the within instrument is in the genuine handwriting of the said Benedict J. Tockarshewsky and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Notary Public .

Tina Castiello
Notary Public

TINA CASTIELLO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CA6191205
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES AUGUST 04, 2024

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Benedict J. Tockarshewsky, Dominick Scotto, Marnie Ginsburg, Maureen A. Grande, Raymond C. Carman, Theresa A. Lanfranco and William D. Haas of White Plains, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations. This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st day of July, 2023**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 21, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31 **day of** October, **20** 23.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

NO TEXT ON THIS PAGE

FINANCIAL STATEMENT

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

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

Cash & Cash Equivalents in Banks	$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	1,233,903,208
Total Assets	$ 8,413,423,046

Liabilities

Reserve for losses and adjustment expenses	$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	983,651,831
Total Liabilities	$6,432,827,348
Surplus as regards policyholders	1,980,595,698
Total Surplus and Liabilities	$8,413,423,046

By: _____ Attest: _____
Executive Vice President, Chief Financial Officer and Treasurer
Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public _____

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY

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

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

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

It is hereby certified that

Arch Insurance Company
of Kansas City, Missouri

a corporation organized under the laws of Missouri and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $1,545,662,729. (Capital $5,000,000), as is shown by its sworn financial statement for the quarter ending, September 30, 2022, on file in this Department, prior to audit.

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

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 26th day of January 2023.

Adrienne A. Harris
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

NO TEXT ON THIS PAGE

PROPOSAL
To the County of Nassau
PRIORITY RESURFACING PHASE 12

Contract No. H61587-PR12

TO THE COUNTY OF NASSAU:

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

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: N+L Contracting LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 140 Adams Avenue, Ste B14 Hauppauge NY 11788

Telephone: (631) 813-2266 Date: 10-31-2023

FAX Tele: (631) 813-2263 E-Mail: kNaney@hlcontractingllc.com

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

Name of Partners

Keith Haney
Chris Haney
James K Haney III

[redacted]

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

Organized under the laws of the State of: _____

Name of President: _____

President's Domicile: _____

Name of Vice Pres: _____

Vice Pres's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

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

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

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

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

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.

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1X	40	SY	Clearing and Grubbing	For: Zero Dollars One Cent	Contingent .01	.40
2	120	CY	Unclassified Excavation	For: Twenty Five Dollars No Cents	Contingent 25.00	3,000.00
3	40	CY	Trench, Culvert and Bridge Excavation	For: Zero Dollars One Cent	Contingent .01	.40
4A	80	SY	Cement Concrete Breaking (Pavement)	For: One Dollar No Cents	Contingent 1.00	80.00
4B	20	CY	Cement Concrete Breaking (Structures)	For: Zero Dollars One Cent	Contingent .01	.20
5C	120	CY	Selected Fill	For: Three Dollars No Cents	Contingent 3.00	360.00
7	80	SY	Preparing Fine Grade	For: Zero Dollars One Cent	Contingent .01	.80
12DIP-12	50	LF	Ductile Iron Culvert Pipe-12 Inch Diameter	For: One Hundred Dollars No Cents	Contingent 100.00	5,000.00
12DIP-14	50	LF	Ductile Iron Culvert Pipe-14 Inch Diameter	For: One Hundred Ten Dollars No Cents	Contingent 110.00	5,500.00
12H	5000	LF	Cleaning Existing Drainage System	For: Zero Dollars Fifty Cents	.50	2,500.00
12H-X	325	EA	Cleaning Existing Catch Basin	For: Three Hundred Fifty Dollars No Cents	350.00	113,750.00
13A	10	CY	Catch Basins	For: Zero Dollars One Cent	Contingent .01	.10
13B	10	CY	Manholes	For: Zero Dollars One Cent	Contingent .01	.10
14	5	EA	Connections to Existing Drainage Facilities	For: One Hundred Eight Dollars Eighty Cents	Contingent 108.80	544.00
15	20	EA	Altering Catch Basins	For: Four Thousand Dollars No Cents	Contingent 4,000.00	80,000.00
15X	5	EA	Rehabilitation of Catch Basin	For: One Thousand Five Hundred Dollars No Cents	1,500.00	7,500.00
16X	40	EA	Altering Brick Manholes	For: One Thousand Five Hundred Dollars No Cents	1,500.00	60,000.00
17A	10	CY	Class A Concrete For Structures	For: One Hundred Dollars No Cents	Contingent 100.00	1,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
24	20	CY	Cement Concrete Pavement	For: Two Hundred Dollars No Cents	Contingent 200.00	4,000.00
24V	25	CY	Concrete Valley Gutter	For: Nine Hundred Dollars No Cents	Contingent 900.00	22,500.00
26	1300	LF	Concrete Curb	For: Forty Eight Dollars No Cents	48.00	62,400.00
26CG	325	LF	Monolithic Concrete Curb and Gutter	For: Eighty Dollars No Cents	80.00	26,000.00
27	2500	SF	Cement Concrete Sidewalk	For: Nineteen Dollars No Cents	19.00	47,500.00
27DW	160	SF	Dectectable Warning Surface	For: Fifty Dollars No Cents	50.00	8,000.00
28	280	SF	Cement Concrete Driveways and Driveway Aprons	For: Twenty Six Dollars Sixty Five Cents	26.65	7,462.00
29	160	SF	Driveway Restoration	For: Four Dollars No Cents	4.00	640.00
30	1600	SY	Metal Reinforcement For Concrete Pavement	For: One Dollar No Cents	Contingent 1.00	1,600.00
31	400	LF	Transverse Joint Supports	For: Zero Dollars One Cent	Contingent .01	4.00
32A	200	EA	Longitudinal Joint Ties (Pavement)	For: Zero Dollars One Cent	Contingent .01	2.00
32X	200	EA	Joint Ties (Grout Type)	For: Zero Dollars One Cent	Contingent .01	2.00
32X-1	800	EA	Load Transfer Device For Cement Concrete Pavement Repairs	For: Zero Dollars One Cent	Contingent .01	8.00
33	800	LB	Bar Reinforcement for Structures	For: Zero Dollars One Cent	Contingent .01	8.00
34	28000	LB	Miscellaneous Metals	For: Zero Dollars Ten Cents	.10	2,800.00
35	40	LF	Resetting Guide Railing	For: Ten Dollars No Cents	10.00	400.00
36CX	200	TON	Asphalt Concrete Truing and Leveling Course TYPE 1A (For Cracks in Asphalt	For: Seventy Five Dollars No Cents	75.00	15,000.00
36DRAR	28000	TON	Rut Avoidance Asphalt Concrete TYPE 1A (Top RA Resurfacing)	For: One Hundred Twenty Two Dollars No Cents	122.00	3,416,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
42-1	20	LF	Concrete Median Barrier	For: Ten Dollars No Cents	Contingent 10.00	200.00
42-2	2	EA	Concrete Median Barrier End Section	For: One Hundred Dollars No Cents	Contingent 100.00	200.00
42-3	20	LF	Half Section Concrete Barrier	For: Ten Dollars No Cents	Contingent 10.00	200.00
42-4	2	EA	Half Section Concrete Barrier End Section	For: One Hundred Dollars No Cents	Contingent 100.00	200.00
58A	80	LF	Saw Cutting Existing Non-Roadway Asphalt	For: One Dollar No Cents	Contingent 1.00	80.00
58RPC	1600	LF	Saw Cutting Existing Roadway Pavement & Concrete	For: Four Dollars No Cents	Contingent 4.00	6,400.00
102D	325	DAY	Flashing Arrow Board	For: One Dollar No Cents	1.00	325.00
102PVMS	400	DAY	Portable Variable Message Sign	For: One Dollar No Cents	1.00	400.00
102X	80	DAY	Work Zone Traffic Control (Day)	For: One Dollar No Cents	1.00	80.00
102Y	60	DAY	Work Zone Traffic Control (Night)	For: One Dollar No Cents	1.00	60.00
111	1200	SY	Removal and Replacement of Pavements	For: Five Dollars No Cents	5.00	6,000.00
112	80	EA	Adjusting Manholes	For: One Hundred Dollars No Cents	100.00	8,000.00
114	240	EA	Adjustment of Water Valve Box Elevation	For: Forty Seven Dollars No Cents	47.00	11,280.00
115	4200	LF	Butt Joints	For: Zero Dollars One Cent	.01	42.00
116A	300000	SY	Profiling and Removal of Asphalt Pavement	For: Three Dollars Fifty Cents	3.50	1,050,000.00
116C	80	SY	Profiling and Removal of Concrete Pavement	For: Four Dollars No Cents	Contingent 4.00	320.00
121	80	CY	Dry Bound Base Course	For: Five Dollars No Cents	Contingent 5.00	400.00
122	2	EA	Test Holes	For: Five Hundred Dollars No Cents	Contingent 500.00	1,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
129	20	CY	Cement Concrete For Pavement Repairs	For: Five Hundred Dollars No Cents	Contingent 500.00	10,000.00
132	100	EA	Plowable Raised Reflectorized Pavement Markers	For: One Hundred Thirty Five Dollars No Cents	135.00	13,500.00
133A	400	LF	Cleaning and Resealing of Longitudinal Joints in Portland	For: Two Dollars No Cents	Contingent 2.00	800.00
133B	80	LF	Sealing of Transverse Joints In Cement Concrete Pavement	For: Two Dollars No Cents	Contingent 2.00	160.00
133X	1	LS	Clean and Fill Joints and Cracks	For: Five Hundred Seventy Three Dollars No Cents	573.00	573.00
136S	20	DAY	Survey Stakeout (PER DAY)	For: One Dollar No Cents	1.00	20.00
137	800	LF	Remove Existing Traffic Markings	For: Three Dollars Fifty Cents	Contingent 3.50	2,800.00
138	200	SY	Asphalt Joint Repairs	For: One Dollar No Cents	Contingent 1.00	200.00
141B	180	EA	Silt Protection for Surface Inlet Drainage Structures	For: One Dollar No Cents	1.00	180.00
141C	180	EA	Silt Protection for Curb Inlet Drainage Structures	For: One Dollar No Cents	1.00	180.00
150	20	LF	Box Beam Guide Railing	For: Zero Dollars Fifty Cents	Contingent .50	10.00
152	2	EA	Box Beam Guide Rail End Assembly	For: Fifty Dollars No Cents	Contingent 50.00	100.00
199*	1	LS	Interim Payments (Force)	For: Two Hundred Thousand Dollars No Cents	$200,000.00	200,000.00
199A*	1	LS	Asphalt Price Adjustment (Force)	For: Ten Thousand Dollars No Cents	$10,000.00	10,000.00
200	80	LF	Heavy Post, Plastic and Synthetic Blocked Out Galvanized Corrugated Steel Beam Guide Railing	For: Ten Dollars No Cents	Contingent 10.00	800.00
202	2	EA	Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Railing for Driveways	For: Fifty Dollars No Cents	Contingent 50.00	100.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
203	2	EA	Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Railing for Highways	For: Fifty Dollars No Cents	Contingent 50.00	100.00
216	80	LF	Removal of Existing Guide Rail	For: Five Dollars No Cents	Contingent 5.00	400.00
368	800	SY	Topsoil and Grass Seed	For: Eighteen Dollars No Cents	18.00	14,400.00
372A	5	EA	TREE REMOVAL -A- (<6" Caliper)	For: One Dollar No Cents	Contingent 1.00	5.00
372B	5	EA	TREE REMOVAL -B- (6" - <12" Caliper)	For: One Dollar No Cents	Contingent 1.00	5.00
372C	5	EA	TREE REMOVAL -C- (12" - <24" Caliper)	For: Five Hundred Dollars No cents	Contingent 500.00	2,500.00
372D	5	EA	TREE REMOVAL -D- (24" - <36" Caliper)	For: One thousand One Hundred Dollars No Cents	Contingent 1,100.00	5,500.00
372E	2	EA	TREE REMOVAL -E- (36" - <48" Caliper)	For: One Thousand Five Hundred Dollars No Cents	Contingent 1,500.00	3,000.00
373A	5	EA	STUMP REMOVAL -A- (4" - <6" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373B	5	EA	STUMP REMOVAL -B- (6" - <12" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373C	5	EA	STUMP REMOVAL -C- (12" - <24" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373D	5	EA	STUMP REMOVAL -D- (24" - <36" Diameter)	For: One Hundred Dollars No cents	Contingent 100.00	500.00
373E	2	EA	STUMP REMOVAL -E- (36" - <48" Diameter)	For: One Hundred Dollars No cents	Contingent 100.00	200.00
374A	5	EA	STUMP GRINDING -A- (4" - <6" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
374B	5	EA	STUMP GRINDING -B- (6" - <12" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
374C	5	EA	STUMP GRINDING -C- (12" <24" Diameter)	For: Two Hundred Fifty Dollars No Cents	Contingent 250.00	1,250.00
374D	2	EA	STUMP GRINDING -D- (24" <36" Diameter)	For: Six Hundred Twenty Five Dollars No Cents	Contingent 625.00	1,250.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
419S-075	80	LF	Furnish and Install 3/4" Dia. Steel Conduit	For: Sixteen Dollars Forty Cents	Contingent 16.40	1,312.00
420R	5	EA	Regrade a Pullbox Frame and Cover	For: Three Hundred Dollars No Cents	Contingent 300.00	1,500.00
422L	15000	LF	Furnish and Install Loop Wire	For: One Dollar Sixty Cents	1.60	24,000.00
422LS	5000	LF	Furnish and Install Loop Saw Cut	For: Eighteen Dollars Thirty Cents	18.30	91,500.00
422SHE	5	EA	Adjust Traffic Magnetic Vehicle Detector	For: Seven Hundred Fifty Five Dollars No Cents	Contingent 755.00	3,775.00
680.54	1600	LF	Inductance Loop Installation	For: Eighteen Dollars Thirty Cents	18.30	29,280.00
680.72	4800	LF	Inductance Loop Wire	For: One Dollar Sixty Cents	1.60	7,680.00
685.07200110	162000	LF	White Epoxy Reflectorized Pavement Stripes - 20 mils (wet night visibility sphere)	For: Zero Dollars Seventy Four Cents	.74	119,880.00
685.07200210	120	EA	White Epoxy Reflectorized Pavement Letters/Characters - 20 mils (wet night visibility sphere)	For: One Hundred Fifty Dollars No Cents	150.00	18,000.00
685.07200310	325	EA	White Epoxy Reflectorized Pavement (Symbols) - 20 mils (wet night visibility sphere)	For: One Hundred Seventy Five Dollars No Cents	175.00	56,875.00
685.07200410	57000	LF	White Epoxy Reflectorized Pavement Stripes (cross hatching) - 20 mils (wet night visibility sphere)	For: One Dollar Seventy Five Cents	1.75	99,750.00
685.07200510	50000	LF	White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils (wet night visibility sphere)	For: One Dollar Ninety Cents	1.90	95,000.00
685.07200610	143000	LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 mils (wet night visibility sphere)	For: Zero Dollars Seventy Four Cents	.74	105,820.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
685.07200710	12000	LF	Yellow Epoxy Reflectorized Pavement Stripes (cross hatching) - 20 mils (wet night visibility sphere)	For: One Dollar Sixty Five Cents	1.65	19,800.00
744*	1	LS	Force Account Work	For: One Hundred thousand Dollars No Cents	$100,000.00	100,000.00
762	80	LB	INTEGRAL COLOR PIGMENT FOR CEMENT CONCRETE	For: Ten Dollars No Cents	Contingent 10.00	800.00
763	80	SF	IMPRINTING ON CONCRETE PAVEMENT OR SIDEWALK	For: Ten Dollars No Cents	Contingent 10.00	800.00

*Force Bid

Total Bid in Numbers $ 6,023,079.00

Total Amount in Words Six Million Twenty Three Thousand Seventy Nine Dollars No Cents

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

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

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: N-L Contracting LLC

Contract Title: Priority Resurfacing Phase 12

Contract Number: H61587-PR12

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

10-31-2023
Date

Keith Haney
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	N-L Contracting LLC
Address (street/city/state/zip code):	140 Adams Ave, Ste B14 Hauppauge NY 11788
Authorized Representative (name/title):	Keith Haney / Managing member
Authorized Signature:	
Contract Number:	N61587- PR12
Contract/Project Name:	Priority Resurfacing Phase 12
Contract/Project Description:	

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6,023,079.00		
Total MBE Dollar Amount	1,034,490.00	MBE Contract Percentage	17%
Total WBE Dollar Amount	36,122.50	WBE Contract Percentage	
Total SDVOB Dollar Amount	—	SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount	1,070,612.50	Combined M/WBE/SDVOB Contract Percentage	17%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: John Martinez Trucking Address: 112 Florida Street City: Farmingdale State/Zip Code: NY 11753 Authorized Representative: John Martinez Telephone No. (631) 414-7770	Trucking	Amount ($): 305,000 00 Award Date:	Start Date: Completion Date:
Name: TLC Hauling Inc. Address: 595 Rt 25A - Unit 3 City: Miller Place State/Zip Code: NY 11764 Authorized Representative: Mike Skolnik Telephone No. (631) 338-3074	Trucking	Amount ($): 203,000 00 Award Date:	Start Date: Completion Date:
Name: Valente Contracting Corp Address: 77 Jackson Ave City: Mineola, State/Zip Code: NY 11501 Authorized Representative: Telephone No. (516) 746-7933	Trucking	Amount ($): 526,490 00 Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co. Address: 31 Cleveland Avenue City: Bay Shore State/Zip Code: NY 11706 Authorized Representative: Marissa Oneill Telephone No. (631) 567-2711	Saw cutting of Pavement joints	Amount ($): 36,122.50 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

NCPG

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY: Deputy County Executive For Compliance County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

TABLE OF CONTENTS

Chapter 1: DEFINITIONS

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

Section 3.02 Personal Relationships

Section 3.03 Contingent Fees

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Section 4.02 Restrictions Post Award

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Section 5.02 Personal Business Dealings

Section 5.03 Disclosure and Cooperation

Section 5.04 Confidential Information

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Section 6.02 Appearance Before Former Agency-Life Time Bar

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

Section 7.02 Non-Communication of Bid

Section 7.03 Bid Submission

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

Section 8.02 Vendor Certifications

Section 8.03 Subcontractor Certifications

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

Section 9.02 Civil/Criminal Penalties

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Section 10.02 Reporting Material Changes

Section 10.03 Reporting Violations and Overpayments

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

Vendor Code of Ethics

Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or

(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

Vendor Code of Ethics

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of
procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: _____

Project Description: _____

The prospective lower tier participant _____(subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to_____[prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this_____day of_____, 20____.

By _____Signature of Authorized Official

_____ Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: _____

Bid/Proposal No.: _____

I, _____, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between_____(Vendor name) and Nassau County.

Executed this____day of_____, 20___.

By _____ Signature of Employee

_____ Name and Title of Employee

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: H-L Contracting LLC

TELEPHONE NUMBER: (631) 813-2266

WORK SITE OR FACILITY NAME: _____

WORK SITE OR FACILITY ADDRESS OR OTHER IDENTIFYING DESCRIPTION: Priority resurfacing at various locations

Signature

10-31-2023
Date

Keith Haney / Managing member
Print Name and Title of Signer

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H61587-PR12

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

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
N+L Contracting LLC 140 Adams Ave, Ste B14 Hauppauge, NY 11788 Federal ID No.: [redacted]	Priority resurfacing of various roads	10-31-2023	6,023,079.00

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

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

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

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Eldor 30 Corporate Dr Hollsville, NY 11742 Federal ID No. [redacted]	☐	☐	☑	Traffic Signals	$157,547.50
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

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

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

Company Authorized Signature: [signature] Title: Managing member Date: 10-31-2023

NO TEXT ON THIS PAGE

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

October 31, 2023

County of Nassau DPW
1550 Franklin Avenue
Mineola, NY 11980

Attn: Bruce Blakeman County Executive

Re: H61587-PR12, Nassau County Priority Resurfacing of Various Roads – Phase 12

H&L Contracting LLC. hereby provides the following list of Subcontractors which will be used on the above-mentioned contract.

Subcontractors

Safety Marking	Line Striping
John Martinez Trucking	Trucking
TLC Hauling Inc.	Trucking
Island Pavement Cutting Co.	Saw Cutting and Joints
Valente Contracting Corp	Concrete
Eldor Traffic Corp.	Electrical

Best Regards,

H&L Contracting LLC

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.

Keith Haney - Managing member
Name and Title of Authorized Representative

10-31-2023
m/d/yy

Signature

10-31-2023
Date

N.L Contracting LLC
Name of Organization

140 Adams Avene, Ste B14, Hauppauge NY 11788
Address of Organization

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

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

Yes ___ No ___

(Contractor's Signature)

N-L Contracting LLC
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

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

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

The Certification is as follows:

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

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

Signature/Date 10/24/23 Keith Haney / Managing member
Print Name and Position

NO TEXT ON THIS PAGE

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

N+L Contracting LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number _____

Firm or Corporation's Federal ID Number [redacted]

Firm or Corporation's Municipal License ID Number _____

Municipal Licensing Agency _____

By: _____ Date: 10-31-2023

(Print) Keith Haney Title: Managing member

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

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

1. How many years has your firm been in the business under your present business name? 10

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

   a. as a Prime Contractor 25

   b. as a Subcontractor 25

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

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

(use additional blank sheets if additional space is necessary)

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

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

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

Work on Hand as of 10/9/2023

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	Completion Date	% Complete	Contact	Phone	email
H & L CONTRACTING, LLC	Bayville Bridge Rehabilitation	H63029-08G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$21,654,378.00	12/31/2023	52%	Richard Iadevaia	516-571-9600	riadevaia@nassaucountyny.gov
H & L CONTRACTING, LLC	Coastal Storm Risk Management, East Rockaway Inlet	W912DS-20-C-0015	USACE	26 Federal Plaza	New York	NY	10278	$113,747,342.00	6/30/2024	70%	Ryan Ferguson	917-790-6156	ryan.m.ferguson@usace.army.mil
H & L CONTRACTING, LLC	Grid deck replacement - LOOP PKWY	D264563	NYSDOT	50 Wolf Rd	Albany	NY	12232	$13,135,000.00	12/31/2023	55%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Round Swamp Road, #3-EB 495 over Roud Swamp Road, & #4-Stewart Ave Ramp to Meadowbrook Pkwy.	D264682	NYSDOT	50 Wolf Rd	Albany	NY	12232	$5,386,000.00	12/31/2023	21%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Guide rail - various work orders	GF121921/CP 5180	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980		12/31/2023	85%	William Hillman	631-852-4010	william.hillman@suffolkcountyny.gov
H & L CONTRACTING, LLC	495 SSR over Washington Ave, #2- WB 495 over Holbrook Rd, #3-WB 495 over Blue Point Road, #4- EB 495 over Blue Point Rd, #5-	D264699	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,128,000.00	12/31/2023	14%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT	50 Wolf Rd	Albany	NY	12232	$27,044,000.00	11/30/2023	25%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT	50 Wolf Rd	Albany	NY	12232	$6,484,000.00	11/9/2023	85%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$8,251,761.00	1/1/2024	75%	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Taxiway Improvements at Republic Airport	D264801	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,727,172.00	6/30/2024	25%	Lowell Lingo	518-485-7691	lowell.lingo@dot.ny.gov
H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,242,000.00	3/22/2024	80%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Improvement to South Ferry Dock	D264820	NYSDOT	50 Wolf Rd	Albany	NY	12232	$1,244,317.00	12/31/2023	10%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Maintenance Cleaning NYC, various locations	D264834	NYSDOT	50 Wolf Rd	Albany	NY	12232	$4,094,910.00	12/16/2024	20%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,989,442.67	2/15/2024	50%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D264858	NYSDOT	50 Wolf Rd	Albany	NY	12232	$4,528,000.00	12/31/2024	10%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
El Sol/EsEnterprises JI	Richmond Avenue, Staten Island	D264699	NYSDOT	50 Wolf Rd	Albany	NY	12232	$848,947.00	4/30/2026	75%	John Duggan	347-861-0035	jduggan@elsolcontracting.com
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$9,450,678.00	6/30/2024	0%	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$8,287,600.00	6/30/2024	0%	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$7,665,419.00	6/30/2024	0%	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Asphalt Resurfacing - Various work orders	MACMFP031923/CP	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	$814,035.00	12/31/2023	0%	William Hillman	631-852-4010	william.hillman@suffolkcountyny.gov
H & L CONTRACTING, LLC	Maintenance drainage -clean, repair & replace	D265027	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,598,764.00	7/25/2025	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
K2 CONTRACTING GROUP	Mallory Pier Replacement, Kings Point, NY	#23USMMA00101	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$1,518,000.00	11/17/2023	50%	Joseph Harper	703-825-1012	Jharper@K2CG.com
K2 CONTRACTING GROUP	Crowninshield Pier Demolition, Kings Point, NY	#23USMMA00201	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$2,432,750.00	11/17/2023	50%	Joseph Harper	703-825-1012	Jharper@K2CG.com
RESILIENTSEAS LLC	Maintenance dredging @ Shoal Harbor, NJ	W912DS22C0019	USACE	26 Federal Plaza	New York	NY	10278	$3,299,238.25		50%			
H & L CONTRACTING, LLC	Concrete pavement restoration various locations	D265031	NYSDOT	50 Wolf Rd	Albany	NY	12232	$9,070,023.00	9/16/2024	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
PRATT BROTHERS	Asphalt Milling and Paving PR6 at Woodmere NY	H61587-PR8	Nassau County Dept of Public Works	1194 Prospct Ave	Westbury	NY	11590	$528,941.80	7/31/2023	0%	James Pratt	631-667-8800	
H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$4,507,150.00		10%			
EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	$818,398.00	12/31/2025	0%	Ergys Mysalimi	917-683-8891	ray.weixler@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	$203,100.00	9/30/2023	0%	Oscar Moscoso	516-343-6238	omoscoso@civetta.com
HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	T&M	10/31/2023	0%	John Buck	631-277-7700	john.buck@hinckelectric.com
H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$1,912,874.00	12/31/2023	0%	Mahesh Kukata	410-300-6379	mkutata@adci-corp.com
H & L CONTRACTING, LLC	Construction of Access Channel	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	$37,595,874.23	3/31/2024	0%	Bill Henderson	732-814-0590	william.henderson@dot.nj.gov
H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	$1,302,200.00		0%			
H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$3,987,456.00		0%	James Brogan	718-244-3533	jbrogan@panyni.gov
H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	$11,964,996.00	2/28/2025	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
K2 CONTRACTING GROUP	Hague Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$515,200.00	11/17/2023	0%	Brigitte Flower	703-825-1012	

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	% Complete	Position	Contact	Phone	email
	Question 4. Qualifying Projects as of 10/19/2023												
H & L CONTRACTING, LLC	Rt 112	D263744	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$32,687,178.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
INTERCOUNTY PAVING	Rehab Runway MacArthur Airport	IPA 18-032MM	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$9,629,375.00	100%	Resident Engineer	Mahesh Kukata	410-300-6379	mkutata@adci-corp.com
PRATT BROTHERS	Mix-in-Place, Nostrand Ave, Cumberland Ave, Town of Hempstead	PW 32-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$171,450.90	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, East Meadow	PWA 26-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$434,373.46	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Pavement Surface Treatment Road Resurfacing	D264011	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$6,585,958.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
J. ANTHONY ENTERPRISES, INC.	Reconstruction of Clearview Expressway exit ramp	D263760	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$179,024.15	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Pavement resurfacing contract/Northern State Pkwy, Town of N.Hem	D264030	NYSDOT- REGION 10	50 Wolf Rd	Albany	NY	12232	$18,189,107.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Milling & Resurfacing of Grumman Lane, Town of Babylon	D264042	NYSDOT- REGION 10	50 Wolf Rd	Albany	NY	12232	$730,730.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	2019 Roadway Resurfacing, Town of Hempstead	PW 20-19	Town of Hempstead DOE	350 Front Street	Hempstead	NY	11550	$10,000,000.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, Wantagh, Peapond Road	PW#31-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$485,557.53	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
CONSTAR, INC.	Asphalt Paving Korean War Veterans Hwy, Staten Island, NY	D263809	NYSDOT - REGION 11	47-40 21st Street	Long Island City	NY	11101	$1,369,955.26	100%	Director of Construction	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
H & L CONTRACTING, LLC	Pavement Rehab in Kings, Queens, Bronx & Richmond	D263562	NYSDOT	50 Wolf Rd	Albany	NY	12232	$16,487,000.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Resurfacing Rt 100, Town of Greenburgh, Westchester county	D263782	NYSDOT-REGION 8	50 Wolf Rd	Albany	NY	12232	$1,537,577.00	100%	Construction Area Supervisor	Dina Colavito	914-722-6512	dina.colavito@dot.ny.gov
H & L CONTRACTING, LLC	Resurfacing Rt 6 & 52, Town of Carmel, Putman County	D263798	NYSDOT-REGION 8	50 Wolf Rd	Albany	NY	12232	$1,598,423.00	100%	Construction Area Supervisor	Corey Roberts	845-476-2473	corey.roberts@dot.ny.gov
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, Hempstead Gardens	PW#13-19	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$272,250.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS, INC.	Mix-in-Place, Hewlett - S. Valley Stream, Town of Hempstead	PW#18-19	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$134,813.07	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS	Mix-in-Place, Town of Hempstead, Beltagh Ave, Wantagh	PW23-19	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$99,332.50	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PIONEER ASPHALT	Mix-in-Place, Town of Hempstead, Commonwealth St., Franklin Squ	PW14-19/19-063	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$131,092.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Priority surface treatment- Ocean Pkwy	D264201	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,951,344.70	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
RICHARD GRIM INC	Asphalt Paving and MIP	PW#39-19	Town of Hempstead	350 Front Street	Hemostead	NY	11590	$376,070.63	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
METRO PAVING ASSIST WORK	Asphalt Paving at Jedwood Place	PW# 8-19	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$44,000.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS	Mix-in-Place, Town of Oyster Bay, Syossett - Gary Road Area		Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	$298,132.00	100%	Deputy Commissioner	John Tassone	516-677-5852	jtassone@oysterbay-ny.gov
H & L CONTRACTING, LLC	Southern State Pkwy Priority Resurfacing	D264285	NYSDOT	50 Wolf Rd	Albany	NY	12232	$15,968,900.00	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Road resurfacing - Phase 62	H61587-62G	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$4,987,560.00	100%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Road resurfacing - Phase 65	H61587-65G	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$4,999,860.00	100%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority surface treatment-Sunrise & I-495 Svce roads	D264418	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,344,351.09	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Surface treatment Route 114	D264566	NYSDOT	50 Wolf Rd	Albany	NY	12232	$9,791,532.55	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	including Cross Bronx Expy, Brooklyn Queens Expy, & Prospect Expy.	D264679	NYSDOT	50 Wolf Rd	Albany	NY	12232	$16,791,000.00	75%	Construction Area Supervisor	Brett Garver	631-553-7336	brett.garvar@dot.ny.gov
H & L CONTRACTING, LLC	#2- Southern State Pkwy, #3- RTE111, #4- RTE27 NSR, #5- RTE27 SSR	D264714	NYSDOT	50 Wolf Rd	Albany	NY	12232	$11,243,000.00	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT	50 Wolf Rd	Albany	NY	12232	$27,044,000.00	25%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,484,000.00	85%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
STEVEN DUBNER LANDSCAPING	TOH East & West BLVD Bay Park	PW#45-21	TOWN OF HEMPSTEAD	505 Grand St.	Westbury	NY	11590	$561,700.00	100%	Project Manager	Joseph Piersa	631-777-1800	JPiersa@sdlco.com
H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$8,251,761.00	75%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
STASI BROTHERS	Mix in Place & Asphalt Paving, Valley Stream	Subcontractor	Village of Valley Stream	123 S. Central Avenue	Valley Stream	NY	11580	$171,300.00	100%	Owner	Joe Stasi		
H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,242,000.00	80%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
PRATT BROTHERS	Asphalt Milling at Arthur Avenue Area in Bethpage NY		Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	$541,214.50	100%	Owner	James Pratt	631-667-6800	
RICHARD GRIM INC	Asphalt Paving at Messick Ave & Perkins Ave	PW#07-21	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$308,248.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,989,442.67	50%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave	D900051	NYSDOT	50 Wolf Rd	Albany	NY	12232	$3,648,400.00	100%	Construction Area Supervisor	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Airport, Taxi Stand #6 Relocation	60665875	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$97,292.60	100%	Construction Resident Engineer	James Brogan	718-244-3533	jbrogan@panyni.gov
L.E.B. Electric LTD	Macarthur Airport 6-24 Runway	DAT2022-005	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$145,800.00	100%	Project Manager	Daniel Vinceti	631-842-0500	dv@lebelectric.com

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	% Complete	Position	Contact	Phone	email
DEFOE CORP.	Asphalt Patching - Cross Bronx Expressway	D284420	NYSDOT	50 Wolf Rd	Albany	NY	12232	$19,950.00	100%	Construction Area Supervisor	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Airport, Miscellaneous Milling	60665875	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$580,227.50	100%	Construction Resident Engineer	James Brogan	718-244-3533	jbrogan@panyni.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$9,450,678.00	25%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$8,287,600.00	25%	Project Engineer	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$7,665,419.00	25%	Project Engineer	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
JOHN CIVETTA & SONS, INC.	270 Park Avenue, Asphalt Paving		270 Park	1123 Bronx River Avenue	Bronx	NY	10472	$75,500.00	100%	Project Manager	Oscar Moscoso	516-343-6238	omoscoso@civetta.com

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

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

Rason materials
Scott materials
KPI Asphalt

NO TEXT ON THIS PAGE

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Keith Haney	Managing member	20+	Heavy Construction Road + more	ALL
Chris Haney	member	20+	Heavy Construction road + marine	ALL
James K Haney III	member	20+	Heavy Construction road + marine	ALL

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached			

(use additional blank sheets if additional space is necessary)

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

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amt of Insurance
1	AC001		AIRMAN	PDS1855	AIR COMPRESSOR TOWABLE	B4-6C20966	$ 1,000.00
2	AC002		AIRMAN	PDS400S	AIR COMPRESSOR TOWABLE	6B10068	$ 2,000.00
3	AC003		AIRMAN	PDS1855	AIR COMPRESSOR TOWABLE	B4-6C20254	$ 1,000.00
4	AC004		AIRMAN	XAS96JD	AIRCOMPRESSOR TOWABLE	4500A06143HOO5825	$ 2,000.00
5	AC005	2013	ATLAS COPCO	400CFM JDT4F	AIR COMPRESSOR TOWABLE	HOP078232	$ 44,020.00
6	AC006	2012	ATLAS COPCO	400CFM JDT4F	AIR COMPRESSOR TOWABLE	HOP078346	$ 44,020.00
7	AC007		ATLAS COPCO	XATS250	AIR COMPRESSOR TOWABLE	APP85628	$ 37,000.00
8	AC008		DOOSAN P425	P250/MHP185	AIR COMPRESSOR TOWABLE	504311UKAFH17	$ 68,107.88
9	AC009		SULLAIR	375DPQJD3	AIR COMPRESSOR TOWABLE	2.01101E+11	$ 2,000.00
10	AC010	2019	SULLAIR	425DPQJD	AIR COMPRESSOR TOWABLE	2.01007E+11	$ 16,921.00
11	AC011		SULLIVAN PALATEK	DF375PDJDSB	AIR COMPRESSOR TOWABLE	72225	$ 2,000.00
12	AP001		CATERPILLAR	AP655D PAVER 8'	ASPHALT PAVER	GNZ00417	$ 55,000.00
13	AP002		CATERPILLAR	AP1055E 10'	ASPHALT PAVER	TJF00285	$ 100,000.00
14	AP003		CATERPILLAR	AP1055F 10'	ASPHALT PAVER	TJ5501107	$ 500,000.00
15	AP004		CATERPILLAR	AP1055F 10'	ASPHALT PAVER	TJ501373	$ 549,056.25
16	AR001		BOMAG	BW206 AD-5 Asphalt R	ASPHALT ROLLER DD84'	1.01921E+11	$ 155,475.00
17	AR002		CATERPILLAR	CB10	ASPHALT ROLLER DD66'	P8P00471	$ 150,000.00
18	AR003		CAPERPILLAR	CB15	ASPHALT ROLLER DD84'	9400245	$ 225,000.00
19	AR004		CATERPILLAR	CB15	ASPHALT ROLLER DD84'	9400247	$ 225,000.00
20	AR005		DYNAPAC	VIBRATORY ROLLER	ASPHALT ROLLER		$ 31,500.00
21	AR006		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	6167	$ 2,000.00
22	AR007		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	109D08906504	$ 15,000.00
23	AR008		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	109D08906613	$ 15,000.00
24	CC001	2018	TEREX CRANE		CRANE CRAWLER		$ 650,000.00
25	CT001		JOHN DEERE	450K	CRAWLER TRACTOR	1T045KXPMF395245	$ 179,000.00
26	CT002		KOMATSU	D65WX-17	CRAWLER TRACTOR	2177	$ 55,000.00
27	ET001	2003	KOMATSU	PC78USLC-8	EXCAVATOR TRACK	18465	$ 15,000.00
28	ET002		KOMATSU	PC78US-10	EXCAVATOR TRACK	36216	$ 110,000.00
29	ET003	2016	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	50354	$ 50,000.00
30	ET004	2018	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	51618	$ 50,000.00
31	ET005	2000	KOMATSU	PC228USLC-10	EXCAVATOR TRACK	1346	$ 100,000.00
32	ET006	2016	KOMATSU	PC360LC-10	EXCAVATOR TRACK	A32782	$ 100,000.00
33	ET007		KOMATSU	PC360LCi-11	EXCAVATOR TRACK	A38255-IMCI	$ 300,000.00
34	ET008	1999	KOMATSU	PC450LC-8	EXCAVATOR TRACK	A10019	$ 100,000.00
35	ET009		KOMATSU	PC490LC-10	EXCAVATOR TRACK	A40081	$ 100,000.00
36	ET010	2019	KOMATSU	PC490LC-11	EXCAVATOR TRACK	A42278	$ 517,000.00
37	ET011		KOMATSU	PC490LC1-11	EXCAVATOR TRACK	A45095	$ 549,700.00
38	ET012		KOMATSU	PC1250LC-8	EXCAVATOR TRACK MATERIAL HANDLER	30353	$ 1,636,311.00
39	ET013		KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30356	$ 1,486,011.00
40	ET014		KOMATSU	PC1250LC-8	EXCAVATOR TRACK	KMTPC157AGC030369	$ 895,000.00
41	ET015	2019	KOMATSU	PC1250LC-11	EXCAVATOR TRACK	50018	$ 1,632,000.00
42	ET100	2016	CATERPILLAR	374F	EXCAVATOR TRACK	DNM00443	$ 430,000.00
43	ET101		CATERPILLAR	374F LR	EXCAVATOR TRACK	FCEBF20207	$ 425,000.00
44	ET102		CATERPILLAR	385CLMH	EXCAVATOR TRACK	WAW00242	$ 550,000.00

45	ET200	2021	SENNEBOGEN	850M "e" Series	EXCAVATOR TRACK	850.0.3013	$	985,215.00
46	ET201	2021	SENNEBOGEN	875R-HD	EXCAVATOR TRACK	875.5.1059	$	1,860,602.00
47	EW001		CATERPILLAR	M322F0	EXCAVATOR WHEEL	FBW00394	$	373,083.00
48	EW002		CATERPILLAR	M322F	EXCAVATOR WHEEL	0FBW00508	$	346,000.00
49	EW003		CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00521	$	375,842.50
50	EW004		KOMATSU	PW220-7	EXCAVATOR WHEEL	K40040	$	15,000.00
51	EW005		KOMATSU	PW220-7	EXCAVATOR WHEEL	K40053	$	5,000.00
55	HT004		KOMATSU	HM400-5	HAUL TRUCK	10990	$	425,000.00
56	HT005		KOMATSU	HM400-5	HAUL TRUCK	11235	$	499,000.00
57	HT006		KOMATSU	HM400-5	HAUL TRUCK	11307	$	525,000.00
58	HT020		CATERPILLAR	740B	ROCK TRUCK	0T4R02796	$	692,345.00
59	LB001		JOHN DEERE	710K	LOADER BACKHOE	261717	$	60,000.00
60	LB002	2016	JOHN DEERE	710L	BACKHOE LOADER	1T0710LXHJF336466	$	179,500.00
61	MC001	2012	APE		MISC ROBOVIV - APE JM ROBOVIB	1030022	$	40,000.00
62	MC002		BARBER-GREENE	BG-750 ASPHALT SPREA	MISC SPREADER	2AL00159	$	50,000.00
63	MC003		BID-WELL PAVER	WB2418	MISC SPREADER	SB36004852014	$	30,000.00
65	MC005		FAMBO	PR1100 08.16 HR2750	MISC HAMMER Fambo Hydraulic Hammer		$	50,000.00
66	MC006		GODWIN	GHPU90	MISC POWER PACK DIESEL POWER PACK	NPS201405009	$	40,000.00
67	MC007		GODWIN	GHPU90	MISC POWER PACK DIESEL POWER PACK	3326241	$	10,000.00
68	MC008	2020	REV	Drill Model 30HD			$	75,000.00
69	MC009	2014	TOP-CON	IMC	MISC TOPCON KIT IMC INSTALLED ON BW206 BOMAG ROLL		$	34,105.00
70	MC010	2016	ICE		MISC HAMMER - ICE HAMMER H126 & POWER PAK 570	251226	$	30,000.00
71	MC011		KUBOTA	RTVX1140	MISC UTV KUBOTA 4 SEAT UV		$	23,000.00
72	MM001		WIRTGEN	250I 8'2" Drum	MILLING MACHINE	0622-1018	$	452,270.00
73	MM002		WIRTGEN	250I 12'2" Drum	MILLING MACHINE	0622-1022	$	602,300.00
74	MM003	2021	WIRTGEN	250I 12'2" Drum	MILLING MACHINE	0622-1023	$	602,300.00
75	MS001	2014	SUPERIOR	DT74P	MOBOLE SWEEPER	821996	$	62,000.00
76	PS001	2012	AST	KDS710	PORTABLE SCREENER	154175	$	129,000.00
77	PS002	2020	METSO	CV100	PORTABLE SCREENER	470031	$	53,334.88
78	RS001		WIRTGEN	WR250 COLD RECYCLING	RECYCLER STABLIZER	08WR.0094	$	496,150.00
79	SS001		CATERPILLAR	262	SKID STEER WHEELED	LCED02118	$	75,000.00
80	SS002		CATERPILLAR	272D	SKID STEER WHEELED	GJ200514	$	119,444.00
81	SS003		GEHL	V420	SKID STEER TRACK		$	75,000.00
82	SS004		JCB		SKID STEER TRACK	2428063	$	58,500.00
83	SS005		JOHN DEERE	33G	SKID STEER TRACK	360979	$	65,000.00
84	WL001	2019	KOMATSU	WA-380-7	WHEEL LOADER -PAYLOADER	A64173	$	150,000.00
85	WL002	2016	KOMATSU	WA-3807-7	WHEEL LOADER		$	110,000.00
86	WL003		KOMATSU	WA 380-8	WHEEL LOADER	A75159	$	248,000.00
87	WL004		KOMATSU	WA 380-8	WHEEL LOADER	A75167	$	248,000.00
88	WL005		KOMATSU	WA470-4R	WHEEL LOADER	A49539	$	349,000.00
89	WL006	2014	KOMATSU	WA500-7	WHEEL LOADER	A94378	$	469,426.00
90	WL007	2011	KOMATSU	WA500-8	WHEEL LOADER	A96115	$	393,780.00
91	WL008		KOMATSU	WA600-8	WHEEL LOADER- W/10CU YD SPADE NOSE BUCKET	80184	$	795,450.00
92			Wacker Neuson	25KVA T4F Kohler	Mobile Generator	WNMG0201LM0002370	$	28,150.00

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

Detailed field investigation including measurements and existing conditions analysis.

(use additional blank sheets if additional space is necessary)

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

Mobilize & Setup. Begin sawcutting for pavement repairs. Begin repairs and casting replacements followed by pavement milling operations. Prep existing pavement for resurfacing and complete paving. Finally, install new signal loops and final linestripping.

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

Chris Haney - General Superintendent

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Commercial GL	Clear Blue Insurance	2,000,000 / 4,000,000	9/25/23 - 9/25/24
Automobile	State Farm	1,000,000 / 4,000,000	9/25/23 - 9/25/24
Excess Umbrella	Clear Blue Insurance	3,000,000 / 5,000,000	9/25/23 - 9/25/24
Workers Comp	NYSIF	1,000,000	9/25/23 - 9/25/24
Contractors Pollution	Sirius Point Specialty	5,000,000	2/20/23 - 2/20/24
Professional Liability	Sirius Point Specialty	2,000,000	2/20/23 - 2/20/24

NO TEXT ON THIS PAGE

CHRIS HANEY

[redacted]

EDUCATION:

- INTERNATIONAL UNION of OPERATING ENGINEERS Local 138

WORK EXPERIENCE:

2005-PRESENT

GENERAL SUPERINTENDENT – VILLAGE DOCK CONTRACTING INC., PORT JEFFERSON, NY 11777

- NYSDOT - HECKSCHER STATE PARKWAY BRIDGE REHABILITATION (COMPLETE BRIDGE RE-HAB)
- NYSDOT-1-495 BRIDGE REHABILITATION (STEEL REPAIR & BEARING REPLACEMENT)
- NYSDOT-BRIDGE PARAPET REPAIRS (2 SEPARATE PROJECTS)
- VARIOUS NYSDOT GUIDERAIL & FENCE PROJECTS
- US ARMY CORPS OF ENGINEERS—VARIOUS DREDGING PROJECTS (HYDRAULIC & MECHANICAL DREDGING)
- L.I.R.R.- AMOTT CULVERT PROJECT (JACKING 72" PIPE UNDER LIVE RR TRACKS, VARIOUS DRAINAGE)
- M.T.A.—SECURITY UPGRADES (HEAVY DUTY GATES & SECURITY FENCING)
- SUFFOLK COUNTY D.P.W.-VARIOUS BRIDGE REHABILITATION PROJECTS (STEEL REPAIR/DECK REPAIR)
- SUFFOLK COUNTY D.P.W.—REHABILITATION OF SHINNECOCK CANAL LOCKS
- NYS OFFICE OF GOV'T SERVICES-CONSTRUCTION OF SUNKEN MEADOW BRIDGE
- NYS OFFICE OF GOV'T SERVICES-JONES BEACH PIER & DECK REPAIRS (SANDY)

1996-2005

ASPHALT SUPERINTENDENT – NEWBORN CONSTRUCTION, INC., CENTER MORICHES, NY 11934

- NYSDOT 1-495 (LONG ISLAND EXPRESSWAY) MILL & RE-PAVE PROJECT
  CONTRACT VALUE $25,000,000
- NYSDOT RTE 25 MILL & RE-PAVE PROJECT
  CONTRACT VALUE $7,000,000
- NYSDOT CROSS ISLAND PARKWAY PAVING PROJECT
  CONTRACT VALUE $8,000,000
- TOWN OF ISLIP MACARTHUR AIRPORT RUNWAY REHABILITATION
  CONTRACT VALUE $2,000,000

TRAFFIC CONTROL SUPERVISOR

- NYSDOT I-495 SERVICE ROAD CONSTRUCTION YAPHANK
  CONTRACT VALUE $26,000,000

PROJECT SUPERINTENDENT

- NYSDOT-REHABILITATION OF 7 BRIDGES
  CONTRACT VALUE $8,000,000
- NYSDOT-REHABILITATION OF 3 BRIDGES
  CONTRACT VALUE $4,000,000
- US ARMY CORPS OF ENGINEERS -DREDGING OF SHREWSBURY INLET
  CONTRACT VALUE $12,000,000

GENERAL FOREMAN

- VARIOUS NYSDOT PROJECTS OF ROAD CONSTRUCTION, DRAINAGE, SIGN STRUCTURES, GUIDERAIL AND FENCING

LICENSES/CERTIFICATIONS:

- OSHA 10 HOUR CONSTRUCTION SAFETY
- L.I.R.R. ROAD WORKER PROTECTION
- MTA/N.Y.C.T. TRACK SAFETY TRAINING
- LEAD PAINT AWARENESS
- COMPETENT PERSON – DEMOLITION & EXCAVATION
- COMPETENT PERSON – ROAD CONSTRUCTION & DRAINAGE INSTALLATION
- COMPETENT PERSON – FENCE & GUIDERAIL
- COMPETENT PERSON – PILE DRIVING & BULKHEAD INSTALLATION
- COMPETENT PERSON – DREDGING & MARINE WORK
- QUALIFIED RIGGER

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

_____ Being duly sworn, deposes and says: That he resides at _____ Street, in the City of _____ that he is the _____ of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a firm)

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

Keith Nanney Being duly sworn, deposes and says: That he is a member of H+L Contracting LLC the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this 31st day of October 2023 , 20

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 20 24

Deborah Ryder
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary-Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director
Chief Financial Officer

BOARD OF DIRECTORS:
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

April 28, 2023

RE: Signatory to LICA/1298 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with Laborers Union Local 1298 for 2023 and participates in the apprenticeship training program outlined in Article IX of this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

WE ARE PART OF

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Erik J Anaya

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Skilled Construction Craft Laborer**

IN THE EMPLOY OF: **Road and Heavy Construction Laborers LU #1298**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Skilled Construction Craft Laborer**

GIVEN AT ALBANY, NEW YORK, ON: **Monday, July 18, 2022**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, **Governor**

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary-Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director
Chief Financial Officer

BOARD OF DIRECTORS:
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

January 9, 2023

RE: Signatory to LICA/138 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting LLC is a signatory to the Long Island Contractors' Association's collective bargaining agreement with the International Union of Operating Engineers Local 138, 138A, 138B & 138C for 2022 and participates in the apprenticeship training program outlined in this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

THIS IS TO CERTIFY THAT
Corey Zambardi

has served an apprenticeship
in the occupation of:
Optg. Engineer (Heavy Equipment)

and is a qualified Journeyworker.
Given at Albany, NY, on 9/22/2022

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that
Corey Zambardi

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Optg. Engineer (Heavy Equipment)**

IN THE EMPLOY OF: **Int'l Union Operating Engineers LU #138 ETC LI**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Optg. Engineer (Heavy Equipment)**

GIVEN AT ALBANY, NEW YORK, ON: **Thursday, September 22, 2022**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, **Governor**

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.liljatc.org

January 30, 2023

Eldor Contracting Corp.
30 Corporate Drive
Holtsville, NY 11742
ATTN: N. Feldmann, President

Dear: Mr. Feldmann:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

NOTICE OF AWARD

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

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

1. Vendor: H&L CONTRACTING LLC

2. Amount requiring NIFA approval: $6,023,079.00

Amount to be encumbered: $6,023,079.00

Slip Type: New

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: to 180 Calendar Days
Has work or services on this contract commenced? No

If yes, please explain:

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 a contract for Priority Resurfacing of Various Roads – Phase 12 in Nassau County. The proposed roadways to be resurfaced under this contract, may include but not be limited to the roads in Garden City, East Garden City, Lake Success, East Meadow, Salisbury, and Uniondale.

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 02/29/2024

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.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: January 4, 2024

SUBJECT: Contract Nos: H61587-PR12 and H61587-PR13
Resurfacing of Various County Roads
H&L Contracting
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.

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 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 Violations

Vendor has two (2) serious OSHA incidences, one closed case from 2019 and one open investigation of incident in 2022. Both the serious nature of the violations and the corrective actions taken by the vendor are fully described in an attachment to vendor's Business History form (attached). The type of work being performed when the 2019 violations occurred is similar to the pending contract and occurred in Nassau County. Since 2019 H&L has completed one complex road reconstruction project – Ocean and Merrick, is completing the Bayville Bridge Project and has completed two (2) large road resurfacing contracts, all without any OSHA violations. As explained in its response to Business History form question 13, the vendor does not believe it was responsible for the incident but has acknowledge steps it would take in the future to make sure its jobsites are safe.

One 2022 open OSHA investigation occurred in Suffolk County while working on a Marina project. A boat operator failed to wear his personal flotation device and drowned when he fell off the boat. While the investigation is ongoing and no attribution of fault has been made, the vendor still provided a description of steps it would take it the future to reduce the potential for a similar incident. The work to be performed for the County is road resurfacing; so not work of a similar nature.

The other open 2022 investigation occurred in Massachusetts and involves safety violations that were noted by the H&L Health and Safety Officer and did not involve and injuries or property damage.

Accordingly, based on an application of the law and the policy, these incidences do 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 Contracts H61587-PR12 and H61587-PR13.

Jane Houdek

Jane Houdek
Attorney for DPW

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Chris Haney state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: H&L Contracting LLC

Vendor's Address: 140 Adams Avenue Ste 14B HAUPPAUGE NY US 11788

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 11/21/2023 09:18:57 am

Lobbyist Registration and Disclosure Form: 11/21/2023 09:43:09 am

Business History Form certified: 02/12/2024 08:34:41 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 02/12/2024 08:36:37 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Christopher Haney [CHANEY@HLCONTRACTINGLLC.COM]
Date Certified	12/12/2023 10:54:22 am

I, Chris Haney 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 further 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."

Chris Haney CHANEY@HLCONTRACTINGLLC.COM

Name

Member

Title

H&L Contracting LLC

Name of Submitting Entity

02/12/2024 08:39:10 am

Date

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

LAURA CURRAN 01-06-2017, $500.00
Rich Lamarca -2019 $250.00

2 File(s) uploaded: Friends of Rich Lamarca.pdf, donation.pdf

Electronically signed and certified at the date and time indicated by:
Keith Haney [KHANEY@HLCONTRACTINGLLC.COM]

Dated: 11/21/2023 09:18:57 am

Vendor: H&L Contracting LLC

Title: Managing Member

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

Rason Materials

P.O. Box 530
Old Bethpage, NY 11804
631-293-6210

[redacted]

DATE

04/25/19

[redacted]

PAY **TWO HUNDRED FIFTY AND XX / 100 DOLLARS

$ **250.00

TO THE ORDER OF

FRIENDS OF RICH LAMARCA
PO BOX 351
OYSTER BAY, NY 11771

[redacted]

ENDORSE HERE:

[redacted]

CHEMICAL WASH DETECTION

COLOR INSIDE THIS PADLOCK AREA

SHOULD BE WHITE

[redacted]

This security features listed below exceed industry guidelines.

Colored Background - [illegible]

Chemical Reactive Paper - [illegible]

Fluorescent Fibers - [illegible]

Micro Printing - [illegible]

Security Backer - [illegible]

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

H & L CONTRACTING LAUCUR LAURA CURRAN 2017

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	
1-06-17		DONATION 2	500.00	

CHECK DATE	1-06-17	CHECK NUMBER	[redacted]	TOTAL >	500.00	

[redacted]TACH AND RETAIN FOR YOUR RECORDS

H & L CONTRACTING LAUCUR LAURA CURRAN 2017

DATE	INVOICE NO	DESCRIPTION	INVOICE AMOUNT	
1-06-17		DONATION 2	500.00	

CHECK DATE	1-06-17	CHECK NUMBER	[redacted]	TOTAL >	500.00	

[redacted]ACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

H & L CONTRACTING
38 HOMAN AVE.
BAY SHORE, NY 11706

[redacted]

10-4-220

DATE
January 6, 2017

[redacted]

AMOUNT
*$500.00

Pay:**********Five hundred dollars and no cents

PAY TO THE ORDER OF LAURA CURRAN 2017

[redacted]

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERM

[redacted]

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: Christopher Haney
Date of birth: [redacted]
[redacted] [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 140 Adams Avenue Ste B14
City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
Country US
Telephone: (631) 813-2266

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	11/12/2013
Vice President			
(Other)			

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

33 1/3%

2 File(s) uploaded: Partnership structure.PDF, Updated Partnership structure for H&L.pdf

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Village Dock Contracting, Inc.,Village Dock,Inc., Jocar, JCKD Materials Corp, Scatt Materials,KPI Asphalt, H&L Towing, North Columbia Street LLC, JCK Leasing Inc, Ocean Hampton LLC, Suffolk Asphalt Supply Inc, JCK3 Inc, 38 Homan Avenue LLC, Anglers Edge Inc, Rason Materials Inc, Gibson and Cushman Contracting LLC, Kings Park Materials LLC, Kings Park Emulsion LLC, Kings Park Recycling Inc, 135 Old Northport Road LLC, 137 Old Northport Road LLC, 139 Old Northport Road LLC, MPJ Holdings LLC, S & P Realty of L>I> Inc, Scatt Materials Corp, Z&P Realty of L.I. Inc.

3 File(s) uploaded: JCKD-Jocar ownership.PDF, Updated Corp structure for JCKD Materials.pdf, doc00491620201001133336.pdf

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.

New Jersey Dept of Transportation - dredging at Manasquan
New Jersey Dept of Transportation - State Channel Maintenance dredging DP 22455
New Jersey Dept of Transportation - Construction of Access Channel DP 23705

1 File(s) uploaded: Contract for Manasquan.PDF

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

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

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

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

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

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

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

9.

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

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

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

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

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

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

5 File(s) uploaded: Explanation of HL open 111822 OSHA violation.pdf, Explanation of HL open 112322 OSHA violation.pdf, Jocar OSHA violations.pdf, Scatt OSHA violations.pdf, doc01941220220323092447.pdf

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

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

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

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

I, Christopher Haney , 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, Christopher Haney , 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.

H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Haney CHANEY@HLCONTRACTINGLLC.COM

Member

Title

12/12/2023 10:54:22 am

Date

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Partnership Structure of H & L Contracting LLC

Keith Haney – Managing Member 33 1/3% owner
33 Moriches Avenue
East Moriches, NY 11950

Christopher Haney – Member 33 1/3% owner
8 Valleywood Court W
St James, NY 11780

James K. Haney III – Member 33 1/3% owner
60 Beverly Road
Massapequa, NY 11758

Business Ownership Structure
As Of September 30, 2020

H&L Contracting LLC
H&L Towing Inc
Village Dock Contracting Inc
North Columbia Street LLC
JCK Leasing Inc
Ocean Hampton LLC
Suffolk Asphalt Supply Inc
JCK3 Inc

Keith Haney
Chris Haney
James Haney III

38 Homan Avenue LLC
Anglers Edge Inc

James K Haney
Keith Haney
Chris Haney
James Haney III

Village Dock Inc

Village Dock Contracting Inc.

JCKD Materials Corp
Rason Materials Inc

Keith Haney
Chris Haney
James Haney III
David Shakesby

Minority Interests

Gibson and Cushman Contracting LLC
Peter Hough
Village Dock Inc

Kings Park Materials, LLC
Kings Park Emulsion, LLC
Kings Park Recycling, LLC
135 Old Northport Road, LLC
137 Old Northport Road, LLC
139 Old Northport Road, LLC
MPJ Holdings, LLC
S&P Realty of L.I. Inc
SCATT Materials Corp
Z&P Realty of L.I. Inc

JCKD Materials Corp.

140 Adams Avenue, Ste B14, Hauppauge, NY 11788

JCKD Materials Corp.

President: James K. Haney III – 25% ownership

[redacted]

Vice President: Christopher Haney – 25% ownership

[redacted]

Sec/Treasurer: Keith Haney – 25% ownership

[redacted]

Jocar Asphalt, LLC.

Managing Member: James K. Haney III

[redacted]

Member: Chrisopher Haney

[redacted]

Member: Keith Haney

[redacted]

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Acting Commissioner

KIM GUADAGNO
Lt. Governor

January 27, 2016

Mr. Keith Haney, President
Village Dock Contracting, Inc.
15 N. Columbia Street
Port Jefferson, NY 11777

Re: Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445

Dear Mr. Haney;

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445** to your firm on **January 27, 2016**. The Contract amount is **($3,366,629.10)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner or his/her designee. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE CAN BE FOUND FROM THE WEBSITE BELOW FOR YOUR USE.**
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm
USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at http://www.state.nj.us/treasury/purchase/forms.htm#eo134. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE RECEIPT OF THE AWARD.** If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The N.J.D.O.T. Insurance Certificate (DC 175) must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**
DC 175 form can be found from the website below.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**.

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, **FORM AA-201**

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf

Please complete and submit Form AA-201 as follows:

FIRST (2) Copies to:	**(3rd) Copy – (Marked Public Agency) to:**
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,

Anthony Genovese
Director
Division of Procurement

AG/

cc: B. DeLucia, A. Rossi, L. Legge, J. Overton, E. Powers, P. Adams, A. Genovese, K. Daniels, Q. Viernes
D. Kuhn, G. Clifton, S. Douglas

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Haney

Title: President

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,

Keith Haney, Managing Member Signature

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/19/2021	
Emphasis:	N:Amputate	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	1788232	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

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: James K Haney III
Date of birth: [redacted]
[redacted] [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 140 Adams Avenue Sutie B14
City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
Country US
Telephone: (631) 813-2266

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	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	11/12/2013
Vice President			
(Other)			

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

33 1/3%

1 File(s) uploaded: Partnership structure.PDF

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Village Dock Inc, Village Dock Contracting Inc, Jocar, H&L Towing Inc, North Columbia Street LLC, JCK Leasing Inc, Ocean Hampton LLC, Suffolk Asphalt Supply Inc, JCK3 Inc, Angelers Edge Inc, 38 Homan Avenue LLC, Rason Materials Inc, JCKD Materials Corp, Gibson and Cushman Contracting LLC,KPI Asphalt, Kings Park Materials LLC, Kings Park Emulsion LLC, Kings Park Recycling Inc, Scatt Materials Corp, 135 Old Northport Road LLC, 137 Old Northport Road LLC, 139 Old Northport Road LLC, MPJ Holdings LLC, Z & P Realty of LI Inc, and S&P Realty of LI Inc.

3 File(s) uploaded: JCKD-Jocar ownership.PDF, Ownership structure.PDF, doc00491620201001133336.pdf

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.

New Jersey Dept of Transportation - dredging at Manasquan

1 File(s) uploaded: Contract for Manasquan.PDF

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

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

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

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

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

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

9.

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

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

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

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

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

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

5 File(s) uploaded: Explanation of HL open 111822 OSHA violation.pdf, Explanation of HL open 112322 OSHA violation.pdf, Jocar OSHA violations.pdf, Scatt OSHA violations.pdf, doc01941220220323092447.pdf

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

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

you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

I, James K Haney III , 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, James K Haney III , 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.

H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James K Haney III JHANEY100@HOTMAIL.COM

Member

Title

11/22/2023 03:41:10 pm

Date

H & L CONTRACTING, LLC.

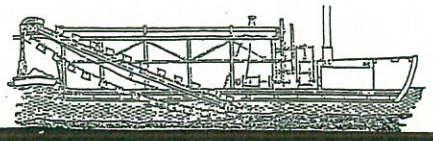
38 Homan Avenue, Bay Shore, NY 11706
Phone: 631-403-4911 • Fax: 631-928-4590

- Partnership Structure of H & L Contracting, LLC.

Keith Haney – Managing Partner – 33 1/3% owner
[redacted]

Chris Haney –Partner – 33 1/3% owner
[redacted]

James K. Haney III – Partner – 33 1/3% owner
[redacted]



JCKD Materials Corp.

15 N.Columbia Street, Port Jefferson, New York 11777

JCKD Material Corp.

President : James K. Haney- 25% Ownership
[redacted]

Vice President: Christopher Haney-25% Ownership
[redacted]

Sec/Trea: Keith Haney-25% Ownership
[redacted]

JCKD Materials owns 50% of Jocar Asphalt, LLC., PO Box 530, Old Bethpage, NY 11804

Jocar Asphalt, LLC.

Managing Member: James K. Haney
[redacted]

Member: Christopher Haney
[redacted]

Member: Keith Haney
[redacted]

VILLAGE DOCK CONTRACTING, INC.

15 North Columbia Street, Port Jefferson, NY 11777
Phone: 631-928-4104 Fax: 631- 928-4590

VILLAGE DOCK, INC.

President: Peter Hough [redacted]

V.P.: Chris Haney

Sec-Tres: Keith Haney

- Village Dock, Inc. is 100% owned by Village Dock Contracting, Inc.
  15 North Columbia Street
  Port Jefferson, New York 11777

- **Corporate Structure of Village Dock Contracting, Inc.**

  [redacted]Keith Haney – President 33 1/3 % owner
  [redacted]

  [redacted]hris Haney – V.P. 33 1/3 % owner
  [redacted]

  [redacted]James Haney – Sec-Tres 33 1/3 % owner
  [redacted]

Business Ownership Structure
As Of September 30, 2020

H&L Contracting LLC
H&L Towing Inc
Village Dock Contracting Inc
North Columbia Street LLC
JCK Leasing Inc
Ocean Hampton LLC
Suffolk Asphalt Supply Inc
JCK3 Inc

Keith Haney
Chris Haney
James Haney III

38 Homan Avenue LLC
Anglers Edge Inc

James K Haney
Keith Haney
Chris Haney
James Haney III

Village Dock Inc

Village Dock Contracting Inc.

JCKD Materials Corp
Rason Materials Inc

Keith Haney
Chris Haney
James Haney III
David Shakesby

Minority Interests

Gibson and Cushman Contracting LLC
Peter Hough
Village Dock Inc

Kings Park Materials, LLC
Kings Park Emulsion, LLC
Kings Park Recycling, LLC
135 Old Northport Road, LLC
137 Old Northport Road, LLC
139 Old Northport Road, LLC
MPJ Holdings, LLC
S&P Realty of L.I. Inc
SCATT Materials Corp
Z&P Realty of L.I. Inc

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Acting Commissioner

KIM GUADAGNO
Lt. Governor

January 27, 2016

Mr. Keith Haney, President
Village Dock Contracting, Inc.
15 N. Columbia Street
Port Jefferson, NY 11777

Re: Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445

Dear Mr. Haney;

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445** to your firm on **January 27, 2016**. The Contract amount is **($3,366,629.10)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner or his/her designee. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE CAN BE FOUND FROM THE WEBSITE BELOW FOR YOUR USE.**
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm
USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at http://www.state.nj.us/treasury/purchase/forms.htm#eo134. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE RECEIPT OF THE AWARD.** If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The N.J.D.O.T. Insurance Certificate (DC 175) must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**
DC 175 form can be found from the website below.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**.

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, **FORM AA-201**

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf

Please complete and submit Form AA-201 as follows:

FIRST (2) Copies to:	**(3rd) Copy – (Marked Public Agency) to:**
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,

Anthony Genovese
Director
Division of Procurement

AG/

cc: B. DeLucia, A. Rossi, L. Legge, J. Overton, E. Powers, P. Adams, A. Genovese, K. Daniels, Q. Viernes
D. Kuhn, G. Clifton, S. Douglas

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Haney

Title: President

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,

Keith Haney, Managing Member Signature

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/19/2021	
Emphasis:	N:Amputate	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	1788232	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

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: Keith Haney
Date of birth: [redacted]
[redacted] [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 140 Adams Avenue, Ste B14
City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
Country US
Telephone: (631) 813-2266

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	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	11/12/2013
Vice President			
(Other)			

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

33 1/3%

1 File(s) uploaded: Partnership structure.PDF

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 notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Village Dock Contracting, Inc.,Village Dock,Inc., Jocar, JCKD Materials Corp, Scatt Materials,KPI Asphalt, H&L Towing, North Columbia Street LLC, JCK Leasing Inc, Ocean Hampton LLC, Suffolk Asphalt Supply Inc, JCK3 Inc, 38 Homan Avenue LLC, Anglers Edge Inc, Rason Materials Inc, Gibson and Cushman Contracting LLC, Kings Park Materials LLC, Kings Park Emulsion LLC, Kings Park Recycling Inc, 135 Old Northport Road LLC, 137 Old Northport Road LLC, 139 Old Northport Road LLC, MPJ Holdings LLC, S & P Realty of L>I> Inc, Scatt Materials Corp, Z&P Realty of L.I. Inc.

1 File(s) uploaded: doc00491620201001133336.pdf

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.

New Jersey Dept of Transportation - dredging at Manasquan
New Jersey Dept of Transportation - State Channel Maintenance dredging DP 22455
New Jersey Dept of Transportation - Construction of Access Channel DP 23705

1 File(s) uploaded: Contract for Manasquan.PDF

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

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

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

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

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

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

9.

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

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

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

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

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

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

7 File(s) uploaded: Explanation of HL open 111822 OSHA violation.pdf, Explanation of HL open 112322 OSHA violation.pdf, Explanation of Jocar DBA Rason OSHA violation.pdf, Explanation of Scatt Materials OSHA violation.pdf, Jocar OSHA violations.pdf, Scatt OSHA violations.pdf, doc01941220220323092447.pdf

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

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

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

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

I, Keith Haney , 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, Keith Haney , 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.

H&L Contracting LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Keith Haney KHANEY@HLCONTRACTINGLLC.COM

Managing Member

Title

11/21/2023 09:33:30 am

Date

H & L CONTRACTING, LLC.

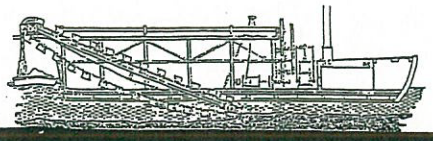
38 Homan Avenue, Bay Shore, NY 11706
Phone: 631-403-4911 • Fax: 631-928-4590

- Partnership Structure of H & L Contracting, LLC.

Keith Haney – Managing Partner 33 1/3% owner
[redacted]

Chris Haney –Partner 33 1/3% owner
[redacted]

James K. Haney III – Partner 33 1/3% owner
[redacted]



Business Ownership Structure
As Of September 30, 2020

H&L Contracting LLC
H&L Towing Inc
Village Dock Contracting Inc
North Columbia Street LLC
JCK Leasing Inc
Ocean Hampton LLC
Suffolk Asphalt Supply Inc
JCK3 Inc

Keith Haney
Chris Haney
James Haney III

38 Homan Avenue LLC
Anglers Edge Inc

James K Haney
Keith Haney
Chris Haney
James Haney III

Village Dock Inc

Village Dock Contracting Inc.

JCKD Materials Corp
Rason Materials Inc

Keith Haney
Chris Haney
James Haney III
David Shakesby

Minority Interests

Gibson and Cushman Contracting LLC
Peter Hough
Village Dock Inc

Kings Park Materials, LLC
Kings Park Emulsion, LLC
Kings Park Recycling, LLC
135 Old Northport Road, LLC
137 Old Northport Road, LLC
139 Old Northport Road, LLC
MPJ Holdings, LLC
S&P Realty of L.I. Inc
SCATT Materials Corp
Z&P Realty of L.I. Inc

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Acting Commissioner

KIM GUADAGNO
Lt. Governor

January 27, 2016

Mr. Keith Haney, President
Village Dock Contracting, Inc.
15 N. Columbia Street
Port Jefferson, NY 11777

Re: Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445

Dear Mr. Haney;

The Commissioner of Transportation, acting pursuant to N.J.S.A. 27:7-30, has awarded the project designated **Maintenance Dredging and Channel Improvements for Lower Manasquan River, Crabtown Creek, Kings Bridge Channel, Wills Hole Thorofare and Wills Hole West Channel, Contract No. 041201504, Brielle Boro, Manasquan Boro, Point Pleasant Boro and Point Pleasant Beach Boro, Monmouth and Ocean Counties, 100% State, UPC No. 201504, PE No. 6110108, CE No. 6900328, DP No. 15445** to your firm on **January 27, 2016**. The Contract amount is **($3,366,629.10)**. As stated in the Standard Specifications, this award is not binding upon the State until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you have been notified that the contract has been executed by the Commissioner.

All payment obligations are subject to appropriations and the availability of funds

Consistent with the Specifications, this award is being made to your firm since you were the lowest responsible bidder whose proposal conformed in all respects to the requirements set forth in the contract documents. All the contract documents which formed the basis of your bid were in accordance with Department Specifications. In submitting your proposal to the Department of Transportation, you agreed to carry out and complete the project as specified and delineated in these contract documents at the price per unit of measure bid for each scheduled item of work.

The contract (Form DC-81) must be signed and witnessed. **PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is signed by the Commissioner or his/her designee. **A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract. AN ACCEPTABLE CORPORATE RESOLUTION TEMPLATE CAN BE FOUND FROM THE WEBSITE BELOW FOR YOUR USE.**
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm
USING THIS TEMPLATE WILL AVOID DELAYS ENCOUNTERED DURING CONTRACT EXECUTION.

Performance and payment bonds must be issued by surety companies listed in the current U.S. Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds"), and cannot exceed the amount of authority listed in U. S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of the financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed. **In addition, the contractor must submit to the Department proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 (N.J.S.A. 52:32-44), and proof of registration with the New Jersey Department of Labor as a Public Works Contractor in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003.**

FOR 100% STATE FUNDED PROJECTS ONLY, your firm must be in compliance with Public Law 2005, Chapter 51 Contractor Certification and Disclosure of Political Contributions (formerly Executive Order #134) and Executive Order # 117, effective November 15, 2008 prior to the Contract being executed by the Commissioner. You must complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the Department. Instructions for completing these forms are at http://www.state.nj.us/treasury/purchase/forms.htm#eo134. IGNORE THIS REQUIREMENT FOR FEDERALLY FUNDED PROJECTS.

Your firm must return the fully executed contract, payment bond, performance bond and proof of valid business registration, etc. to this office **WITHIN FOURTEEN DAYS OF THE RECEIPT OF THE AWARD.** If you intend to escrow bid documents as per Section 103.05 of the Specifications, please phone this office to request the custody agreement form. If you do not intend to escrow bid documents, please indicate this by signing in the space provided and return this letter with the executed contract, corporate resolution, payment and performance bonds and proof of valid business registration.

The N.J.D.O.T. Insurance Certificate (DC 175) must be completed by your insurance agent in triplicate **and submitted to the Regional Construction Engineer at the preconstruction conference.**
DC 175 form can be found from the website below.
http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department **at the preconstruction conference**.

For STATE and PARTIALLY STATE FUNDED CONSTRUCTION CONTRACTS ONLY,
Re: Initial Project Workforce Report - Construction, **FORM AA-201**

The New Jersey Department of Transportation does not have delegated authority to monitor and enforce EEO Workforce Compliance on State Funded construction projects. The New Jersey Department of the Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A 10:5-31 et.seq., N.J.A.C.17:27), please submit your **Initial Project Workforce Report - Construction, Form AA-201** directly to the Department of the Treasury, Division of Public Contracts EEO Compliance. The NJDOT's Bureau of Construction Services will supply you with Form AA-201 along with the instructions for completing the form upon issuing the NJDOT contract for your project.

Form AA-201 can also be found on the Department of the Treasury's website at http://www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf

Please complete and submit Form AA-201 as follows:

FIRST (2) Copies to:	**(3rd) Copy – (Marked Public Agency) to:**
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Transportation Division of Civil Rights/Affirmative Action Contract Compliance Unit P.O. Box 600 Trenton, NJ 08625

If you have any questions, I may be reached at (609) 530-6355.

Very truly yours,

Anthony Genovese
Director
Division of Procurement

AG/

cc: B. DeLucia, A. Rossi, L. Legge, J. Overton, E. Powers, P. Adams, A. Genovese, K. Daniels, Q. Viernes
D. Kuhn, G. Clifton, S. Douglas

I do not intend to escrow bid documents as per Sec. 103.05 of the specifications.

Authorized Signature _____

Print Name: Keith Haney

Title: President

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,

Keith Haney, Managing Member Signature

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/19/2021	
Emphasis:	N:Amputate	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	1788232	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

Scatt Materials Corp

44 South Fourth Street, Bay Shore, NY 11706
(631)586-0554

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 154269
Date of Incident/Inspection: 7/19/21
Settled Amount of Fine: Not settled as of 4/8/22

Explanation:
On 7/19/21 an employee of Scatt Materials Corp., without instruction, entered a chute to free up a jammed diversion plate. While the plant and conveyor were shut down, as the employee moved material that was obstructing a diversion plate the stored energy in the plate caused the plate to suddenly move, striking the employee in the leg. The employee suffered a broken leg.

OSHA was notified immediately, and an inspection was performed that day. The following determinations were made after that inspection:

- The Lockout/Tagout procedures that were in place for the asphalt plant were inadequate.
- The employee that was injured was not properly trained in Lockout/tagout and stored energy.

Scatt received 2 violations as follows:

1. Procedures were not developed, documented, and utilized for the control of potentially hazardous energy
2. Employees were not adequately trained to ensure that the Lockout/Tagout program that was in place was understood and followed by employees

Due to the common ownership of Scatt Materials and Rason Materials, and considering Rason Materials had received OSHA violations and a stipulated fine in 2020 for similar violations, the violations were determined by OSHA to be Repeat-Serious Violations; each violation was accompanied by a $6,216.00 fine.

Scatt has engaged legal counsel and is currently in discussions with OSHA to determine a settlement. Scatt understands at this time that the settlement will result in the removal of both "Repeat-Serious" violations and the assessment of one "other than serious" violation.

CORRECTIVE MEASURES
Additional awareness training has been provided to all Scatt employees with respect to the current Safety Program and Lockout/Tagout procedures. In addition, the Safety Programs for Scatt (and Rason) are currently under review and will be revised to meet or exceed all OSHA requirements.

LESSONS LEARNED
Scatt has placed increased emphasis on awareness training for all employees with respect to the Lockout/Tagout procedures and the potential stored hazardous energy in various components of the plant, even after the plant has been shut down.

Attested to by officer of the company:

Signature James Haney

Print Name & Title: James Haney, Secretary

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/19/2021	
Emphasis:	N:Amputate	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	1788232	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions
A - Z Index
Freedom of Information Act
Read the OSHA Newsletter
Subscribe to the OSHA Newsletter
OSHA Publications
Office of Inspector General

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

JOCAR ASPHALT LLC / DBA RASON MATERIALS

4 Johnson Rd. Lawrence, NY 11559
(631)293-6210

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 1448662.0.15
Date of Incident/Inspection: 12/4/2019
Settled Amount of Fine: $14,000.00

Explanation:
On 12/4/2019 an employee of Rason Materials was performing work at the Cedarhurst asphalt plant when, without instruction, the employee used a manlift to access a conveyor drive pulley that was approximately 8' above ground level. In an unwise attempt to clean dirt off of the pulley, while the conveyor was operating the employee used a wrench to scrape the inside of the pulley. The wrench was grabbed by the pulley and belt which spun the wrench, striking the employee's hand which resulted in a severe injury to the employee's thumb.

OSHA was notified immediately, and an inspection was performed the following day. The following determinations were made after that inspection:

- The subject pulley and belt were not required to have guards due to being 8' above ground level and not normally accessible to personnel.
- There was an inadequate Safety Plan in place for the asphalt plant.
- There was an inadequate Lockout/Tagout Program in place for the asphalt plant
- There were 2 pulleys without guards that were required to have guards

Rason received 4 violations as follows:

1. No guard on equipment (1st instance) (serious)
2. No guard on equipment (2nd instance) (serious)
3. Inadequate Safety Program
4. Inadequate Lockout/Tagout Program

The end result of discussions between Rason and OSHA was a reduction in the total fine to be $14,000.00. That fine has been paid and the case has been closed.

CORRECTIVE MEASURES
As soon as practicable after the incident Rason developed and implemented a new Safety Program, including a new Lockout/Tagout Program. These programs were implemented, and all employees were provided with initial and follow-up training.

LESSONS LEARNED
Rason has placed increased emphasis on awareness training for all employees with respect to rotating equipment guards and the necessity that those guards be in place at all times when the plant is in operation.

Additionally, Rason has been stringent in training employees in Lockout/Tagout; with particular emphasis being placed on the prohibition of working on operating equipment.

Attested to by officer of the company: Signature James Haney

Print Name & Title: James Haney Manager

UNITED STATES
DEPARTMENT OF LABOR

OSHA

Menu

SEARCH OSHA

OSHA STANDARDS ENFORCEMENT TOPICS HELP AND RESOURCES NEWS Contact Us FAQ

A to Z Index

English

Español

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions
A - Z Index
Freedom of Information Act
Read the OSHA Newsletter
Subscribe to the OSHA Newsletter
OSHA Publications
Office of Inspector General

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

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: 02/12/2024

1) Proposer's Legal Name: H&L Contracting LLC

2) Address of Place of Business: 140 Adams Avenue Ste 14B

City: HAUPPAUGE State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different):

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

Country:

Phone: (631) 813-2266

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

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Company

1 File(s) uploaded: Operating agreement.PDF

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

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

Village Dock Contracting, Inc.
Village Dock, Inc.

2 File(s) uploaded: Ownership structure.PDF, Updated Ownership structure.pdf

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

Village Dock Contracting, Inc.
Village Dock, Inc.

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

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

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

Please see attached

9 File(s) uploaded: Explanation of HL open 111822 OSHA violation.pdf, Explanation of HL open 112322 OSHA violation.pdf, Explanation of Jocar DBA Rason OSHA violation.pdf, Explanation of Scatt Materials OSHA violation.pdf, Open OSHA inspections.pdf, doc01774020220204082601.pdf, explanation of ongoing court action index no. 601141 2023.pdf, explanation of ongoing court action index no. 900720 22.pdf, explanation of ongoing court action index no. 900721 22.pdf

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflicts exists

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

Candidates will be questioned during the interview process

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

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

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

i) Date of formation;

11/12/2013

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.

Keith Haney - 33 Moriches Avenue, East Moriches, NY 11940 - Managing Member
Chris Haney - 8 Valleywood Ct W., St James, NY 11780 - Member
James K Haney III - 60 Beverly Road, Massapequa, NY 11758 - Member

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

Keith Haney - 33 Moriches Avenue, East Moriches, NY 11940 - Managing Member
Chris Haney - 8 Valleywood Ct. W, St James, NY 11780 - Member
James K Haney III - 60 Beverly Road, Massapequa, NY 11758 - Member

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

193

vi) Annual revenue of firm;

163077000

vii) Summary of relevant accomplishments

Member of Long Island Contractors Association (LICA)

Member of Association of General Contractors (AGC)

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

B. Indicate number of years in business.

10

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

H & L Contracting LLC is comprised of multiple individuals with vast experience in all aspects of marine & bridge construction. We possess both the knowledge & resources to complete projects on time & within budget

1 File(s) uploaded: Resume for Keith Haney.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	NYSDOT		
Contact Person	Brett Garvar PE		
Address	47-40 21st Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(631) 553-7336		
Fax #			
E-Mail Address	BGarvar@mjengineering.com		

Company	NYSDOT		
Contact Person	Ray Weixler		
Address	250 Veterans Memorial Hwy		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 579-6580		
Fax #	(631) 952-6044		
E-Mail Address	Ray.Weixler@dot.ny.gov		

Company	SCDPW		
Contact Person	Justin Hipperling		
Address	335 Yaphank Avenue		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 433-0337		
Fax #	(631) 852-4006		
E-Mail Address	Justin.Hipperling@suffolkcountyny.gov		

I, Chris Haney , 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, Chris Haney , 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: H&L Contracting LLC

Electronically signed and certified at the date and time indicated by:
Chris Haney CHANEY@HLCONTRACTINGLLC.COM

Member
Title

02/12/2024 08:34:41 am
Date

Operating Agreement

OF

H&L CONTRACTING, LLC

A LIMITED LIABILITY COMPANY

ORGANIZED UNDER THE LAWS OF

THE STATE OF

NEW YORK

CAT. NO. 5154 FORM 1 (Basic)

Blumberg*Excelsior*, Inc., NYC 10013

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

1.1 Acquisition Agreement 1
1.2 Acquisition Loan 1
1.3 Additional Capital Contribution 1
1.4 Affiliate 1
1.5 Article 1
1.6 Articles of Organization 1
1.7 Asset 1
1.8 Assignee or "transferee" 1
1.9 Bankrupt Person 1
1.10 Business Day 2
1.11 Capital Account 2
1.12 Capital Contribution 2
1.13 Commitment 2
1.14 Company 2
1.15 Company Agreement 2
1.16 Default Interest Rate 2
1.17 Delinquent Member 2
1.18 Disposition (Dispose) 2
1.19 Dissociation 2
1.20 Dissolution Event 2
1.21 Distribution 2
1.22 Economic Interest 3
1.23 Effective Date 3
1.24 Exhibit A 3
1.25 Fair Market Value 3
1.26 Fiscal Year 3
1.27 Gross Asset Value 3
1.28 Initial Capital Contribution 4
1.29 Initial Membership Interest 4
1.30 Initial Sharing Ratio 4
1.31 Management Right 4
1.32 Managing Member 4
1.33 Member 4
1.34 Membership Interest 4
1.35 Net Cash Flow 4
1.36 NY LLC Law 4
1.37 Organization 4
1.38 Permitted Transferee 4
1.39 Person 4
1.40 Principal Office 4

Page

1.41 Proceeding 5
1.42 Profits and Losses 5
1.43 Property 5
1.44 Regulatory Allocations 6
1.45 Section 6
1.46 Securities Act 6
1.47 Sharing Ratio 6
1.48 Substitute Member 6
1.49 Tax Characterization and Additional Tax Terms 6
1.50 Winding Up Sale 7

ARTICLE II
FORMATION

2.1 Organization 7
2.2 Company Agreement 7
2.3 Name 8
2.4 Term 8
2.5 Registered Agent and Office 8
2.6 Principal Office 8
2.7 Publication 8

ARTICLE III PURPOSE;
NATURE OF BUSINESS

ARTICLE IV
ACCOUNTING AND RECORDS

4.1 Records to be Maintained 9
4.2 Reports to Members 9
4.3 Tax Returns and Reports 9

ARTICLE V
NAMES AND ADDRESSES OF MEMBERS

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

6.1 No Management Rights as Members 10
6.2 Liability of Members 10
6.3 Indemnification 10
6.4 Representations, Warranties and Covenants 10
6.5 Conflicts of Interest. 11

Page

ARTICLE VII
MANAGING MEMBER

7.1 Managing Member 11
7.2 Term of Office as Managing Member 11
7.3 Authority of Managing Member to Bind the Company 11
7.4 Actions of the Managing Member 13
7.5 Indemnification 13
7.6 Managing Member's Standard of Care 13
7.7 Resignation; Removal of Managing Member 13
7.8 Other Activities 13
7.9 Distributions 13
7.10 Expenses 14
7.11 Affiliates; Fees 14

ARTICLE VIII
CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1 Initial Capital Contributions 14
8.2 Additional Capital Contributions 14
8.3 Enforcement of Commitments 14
8.4 Capital Account 15
8.5 No Obligation to Restore Deficit Balance 16
8.6 Withdrawal; Successors 16
8.7 Interest 16
8.8 Investment of Capital Contributions and Company Cash 16
8.9 Repayment of Capital Contribution. 16

ARTICLE IX
ALLOCATIONS AND DISTRIBUTIONS

9.1 Profits and Losses 17
9.2 Profits 17
9.3 Losses 17
9.4 Special Allocations 18
9.5 Curative Allocations 20
9.6 Section 754 Election 21
9.7 Other Allocation Rules 21
9.8 Distribution of Net Cash Flow 22
9.9 Allocation of Gain or Loss upon Winding Up. 22

ARTICLE X
TAXES

10.1 Tax Matters Partner 23

Page

ARTICLE XI
TRANSFER OF MEMBERSHIP INTEREST

11.1 Compliance with Securities Laws 23
11.2 Transfer of Economic Interest 24
11.3 Status of Transferee of Economic Interest 24
11.4 Transfer of Management Rights; Admission of Substitute Member 24
11.5 Transfer to Surviving Spouse or Lineal Descendent 25
11.6 Death, Dissolution, Bankruptcy or Incompetency of a Member 25
11.7 Dispositions not in Compliance with this Article Void 25

ARTICLE XII
DISSOCIATION OF A MEMBER

12.1 Dissociation 25
12.2 Rights of Dissociating Member 26

ARTICLE XIII
DISSOLUTION AND WINDING UP

13.1 Dissolution 26
13.2 Effect of Dissolution 27
13.3 Distribution of Assets on Dissolution 27
13.4 Winding Up and Articles of Dissolution 27

ARTICLE XIV
MISCELLANEOUS

14.1 Notices 28
14.2 Meetings 28
14.3 Headings 28
14.4 Entire Agreement 28
14.5 Binding Agreement 28
14.6 Saving Clause 28
14.7 Counterparts 28
14.8 Governing Law 29
14.9 No Partnership Intended for Nontax Purposes 29
14.10 No Rights of Creditors and Third Parties under Company Agreement 29
14.11 Dispute Resolution 29
14.12 General Interpretive Principles 29

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
H&L CONTRACTING, LLC

This Limited Liability Company Operating Agreement of _____, a New York limited liability company organized pursuant to the New York Limited Liability Company Law, is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Company Agreement as Members.

ARTICLE I
DEFINITIONS

For purposes of this Company Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 **[Acquisition Agreement. The Agreement of Purchase and Sale dated as of _____ between _____ and _____, regarding the sale of the Asset to the Company.]**

1.2 **[Acquisition Loan. A loan not in excess of $_____ from _____ to the Company to finance the acquisition of the Asset, which loan will be secured by a mortgage or other lien on the Asset.]**

1.3 **Additional Capital Contribution.** An additional Capital Contribution payable by the Members to the Company pursuant to Article VIII.

1.4 **Affiliate.** With respect to any Person, any entity controlling, controlled by or under common control with such Person. "Control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of over 50% of the voting securities of such Person, by contract or otherwise.

1.5 **Article.** An Article of this Company Agreement.

1.6 **Articles of Organization.** The Articles of Organization of the Company, as amended from time to time, and filed with the Department of State of New York.

1.7 **[Asset. The real property located at _____ and all improvements thereon.]**

1.8 **Assignee or "transferee."** A transferee of an Economic Interest who has not been admitted as a Substitute Member. Unless otherwise clear from the context of its use, the term "transferee" is synonymous with the term "Assignee."

1.9 **Bankrupt Person.** A Person who: (a) has become the subject of an Order for Relief under the United States Bankruptcy Code by voluntary or involuntary petition, or (b) has initiated, either in an original Proceeding or by way of answer in any state insolvency or

receivership Proceeding, an action for liquidation arrangement, composition, readjustment, dissolution or similar relief.

1.10 **Business Day.** Any day other than Saturday, Sunday or any legal holiday observed in the State of New York.

1.11 **Capital Account.** The account maintained for a Member or an Assignee determined in accordance with Article VIII.

1.12 **Capital Contribution.** A Member's Initial Capital Contribution plus any Additional Capital Contribution made by the Member in accordance with this Company Agreement. A Capital Contribution includes (a) the amount of any money contributed by the Member to the Company (including liabilities of the Company assumed by the Member as provided in section 1.704-1(b)(2)(iv)(c) of the Regulations), and (b) the Gross Asset Value of any Property contributed to the Company by such Member (net of liabilities secured by such contributed Property that the Company is considered to assume or take subject to under section 752 of the Code).

1.13 **Commitment.** The Initial Capital Contribution and Additional Capital Contributions that a Member is obligated to make.

1.14 **Company.** H&L CONTRACTING, LLC limited liability company formed under the laws of New York, and any successor limited liability company.

1.15 **Company Agreement.** This Limited Liability Company Operating Agreement including all amendments adopted in accordance with the Company Agreement and the NY LLC Law.

1.16 **Default Interest Rate.** The prime rate published by the Wall Street Journal for the last Business Day on which a Commitment is payable.

1.17 **Delinquent Member.** Delinquent Member shall have the meaning set forth in Section 8.3.

1.18 **Disposition (Dispose).** Any sale, assignment, exchange, mortgage, pledge, grant, hypothecation or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.19 **Dissociation.** Any action which causes a Person to cease to be a Member as described in Article XII hereof.

1.20 **Dissolution Event.** An event, the occurrence of which will result in the dissolution of the Company under Article XIII unless the Members unanimously agree to the contrary.

1.21 **Distribution.** A transfer of Property to a Member on account of a Membership Interest.

1.22 **Economic Interest.** The right to receive allocations of Profits and Losses, Distributions, returns of capital and distribution of assets upon a dissolution of the Company.

1.23 **Effective Date.** NOVEMBER 12, 2013.

1.24 **Exhibit A.** Exhibit A to this Company Agreement setting forth the name, address, Initial Capital Contribution, Initial Membership Interest and Initial Sharing Ratio of each Member.

1.25 **Fair Market Value.** As of any date, the fair market value of an asset on such date as determined in good faith by the Managing Member. For this purpose, the Managing Member may in its reasonable and prudent discretion value assets that are restricted by law, contract, market conditions (including trading volume relative to the Company's holding) or otherwise as to salability or transferability at an appropriate discount, based on the nature and term of such restrictions.

1.26 **Fiscal Year.** The twelve month period ending on December 31 of each year.

1.27 **Gross Asset Value.** Gross Asset Value, with respect to any Company asset means the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any Company asset contributed by a Member to the Company shall be the Fair Market Value of such Company asset as of the date of such contribution;

(b) The Gross Asset Value of each Company asset shall be adjusted to equal its Fair Market Value, as of the following times: (i) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis Capital Contribution unless the Managing Member determines that such adjustment is not necessary to reflect the relative Economic Interests of the Members of the Company; (ii) the Distribution by the Company to a Member of more than a de minimis amount of Company assets (other than cash) as consideration for all or part of its Membership Interest unless the Managing Member determines that such adjustment is not necessary to reflect the relative Economic Interests of the Members in the Company; and (iii) the liquidation of the Company within the meaning of section 1.704-1(b)(2)(ii)(g) of the Regulations;

(c) The Gross Asset Value of a Company asset distributed to any Member shall be the Fair Market Value of such Company asset as of the date of Distribution thereof;

(d) The Gross Asset Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such Company asset pursuant to section 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that the Managing Member determines that an adjustment pursuant to paragraph (b) above is

necessary or appropriate in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph; and

(e) If the Gross Asset Value of a Company asset has been determined or adjusted pursuant to paragraph (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted to reflect the depreciation or amortization taken into account with respect to such Company asset for purposes of computing Profits and Losses.

1.28 **Initial Capital Contribution.** The Initial Capital Contribution set forth in Exhibit A.

1.29 **Initial Membership Interest.** The Initial Membership Interest set forth in Exhibit A.

1.30 **Initial Sharing Ratio.** The Initial Sharing Ratio set forth in Exhibit A.

1.31 **Management Right.** The right of a Member to participate in the management of the Company, to vote on any matter and to grant or withhold consent or approval of actions of the Company.

1.32 **Managing Member.** KEITH N HANEY.

1.33 **Member.** A party executing the Company Agreement and a Substitute Member.

1.34 **Membership Interest.** A Member's Economic Interest and Management Right.

1.35 **Net Cash Flow.** Net Cash Flow shall mean with any respect to any fiscal period of the Company, all cash revenues of the Company during that period, decreased by, without duplication, (a) cash expenditures for operating expenses, (b) capital expenditures to the extent not made from reserves, (c) repayment of principal on any financing and (d) taxes.

1.36 **NY LLC Law.** The New York Limited Liability Company Law and all amendments thereto.

1.37 **Organization.** A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.38 **Permitted Transferee.** Permitted Transferee shall have the meaning set forth in Section 11.5.

1.39 **Person.** An individual, trust, estate or any Organization permitted to be a member of a limited liability company under the laws of the State of New York.

1.40 **Principal Office.** The Principal Office of the Company set forth in Section 2.6.

1.41 **Proceeding.** Any administrative, judicial or other adversary proceeding, including, without limitation, litigation, arbitration, administrative adjudication, mediation and appeal or review of any of the foregoing.

1.42 **Profits and Losses.** For each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in section 705(a)(2)(B) of the Code or treated as section 705(a)(2)(B) of the Code expenditures pursuant to section 1.704-1(b)(2)(iv)(i) of the Regulations (other than expenses in respect of which an election is properly made under section 709 of the Code), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such Company asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company asset disposed of, notwithstanding that the adjusted tax basis of such Company asset may differ from its Gross Asset Value;

(e) In accordance with section 1.704-1(b)(2)(iv)(g)(3) of the Regulations, depreciation with respect to any Company asset shall be computed by reference to the adjusted Gross Asset Value of such asset, notwithstanding that the adjusted tax basis of such Company asset differs from its Gross Asset Value; and

(f) Notwithstanding any other provisions of this definition, any item which is specially allocated pursuant to Section 9.4 or 9.5 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 9.4 or 9.5 shall be determined by applying rules analogous to those set forth in paragraphs (a) through (e) above.

1.43 **Property.** Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.44 **Regulatory Allocations.** Regulatory Allocations shall have the meaning set forth in Section 9.5.

1.45 **Section.** A section of this Company Agreement.

1.46 **Securities Act.** The Securities Act of 1933, as amended.

1.47 **Sharing Ratio.** With respect to any Member, as of any date, the ratio (expressed as a percentage) of (a) such Member's Capital Contribution to (b) the aggregate Capital Contributions of all Members, or such other ratio as shall be agreed by all Members from time to time. The Initial Membership Interest and Initial Sharing Ratio of each Member is set forth in Exhibit A hereof, and Exhibit A shall be amended as necessary to conform to any changes thereof agreed to by the Members. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Company Agreement, the transferee shall succeed to the Membership Interest and Sharing Ratio of the transferor to the extent it relates to the transferred Membership Interest.

1.48 **Substitute Member.** An Assignee who has been admitted to all of the rights of membership pursuant to Section 11.4.

1.49 **Tax Characterization and Additional Tax Terms.** It is intended that the Company be characterized and treated as a partnership for, and solely for, federal, state and local income tax purposes. For such purpose, the Company shall be subject to all of the provisions of subchapter K of chapter 1 of subtitle A of the Code, all references to a "Partner," to "Partners" and to the "Partnership" in this Company Agreement (including the provisions of Articles VIII and IX) and in the provisions of the Code and Regulations cited in this Company Agreement shall be deemed to refer to a Member, the Members and the Company, respectively. In addition, the following terms shall have the following meanings:

(a) Adjusted Capital Account Deficit shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account the minimum gain chargeback that such Member is deemed to be obligated to restore pursuant to the penultimate sentences of sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations and the amount of such Member's share of Partner Nonrecourse Debt Minimum Gain; and

(ii) Debit to such Capital Account the items described in sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Agreement shall govern, even when inconsistent with, or different than, the provisions of the NY LLC Law or any other law or rule. To the extent any provision of the Company Agreement is prohibited or ineffective under the NY LLC Law, the Company Agreement shall be considered amended to the smallest degree possible in order to make the Company Agreement effective under the NY LLC Law. In the event the NY LLC Law is subsequently amended or interpreted in such a way to make any provision of the Company Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3 **Name.** The name of the Company is:

H&L CONTRACTING, LLC

and all business of the Company shall be conducted under that name or under any other name but, in any case, only to the extent permitted by applicable law.

2.4 **Term.** The term of the Company shall be perpetual unless the Company shall be sooner dissolved and its affairs wound up in accordance with the NY LLC Law or the Company Agreement.

2.5 **Registered Agent and Office.** The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles of Organization as filed in the office of the Department of State of New York. The Managing Member, may, from time to time, change the registered agent or office through appropriate filings with the Department of State of New York. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managing Member shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.6 **Principal Office.** The Principal Office of the Company shall be located at 38 HOMAN AVENUE, BAY SHORE, NY.

2.7 **Publication.** Within 120 days after the effectiveness of the initial Articles of Organization, the Managing Member shall cause a notice containing the substance of the Articles of Organization, in the form required by the NY LLC Law, to be published once in each week for six successive weeks in two newspapers of the county in which the Principal Office is located.

ARTICLE III
PURPOSE; NATURE OF BUSINESS

The purpose of the Company is **[to acquire, improve, own, develop, manage, finance, lease and otherwise operate the Asset and to otherwise deal with any Property that the Company may acquire or have a right to acquire, and, in that connection, to finance and refinance the Asset and any Property, and ultimately to dispose of the Asset, and to do the same with respect to any Property that the Company may acquire, have a right to acquire**

(b) Code shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time.

(c) Nonrecourse Deductions has the meaning set forth in section 1.704-2(b)(1) of the Regulations.

(d) Nonrecourse Liability has the meaning set forth in section 1.704-2(b)(3) of the Regulations.

(e) Partner Nonrecourse Debt has the meaning set forth in section 1.704-2(b)(4) of the Regulations.

(f) Partner Nonrecourse Debt Minimum Gain means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with section 1.704-2(i)(3) of the Regulations.

(g) Partner Nonrecourse Deductions has the meaning set forth in sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(h) Partnership Minimum Gain has the meaning set forth in sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(i) Regulations shall mean the final and temporary federal income tax regulations promulgated by the United States Treasury Department under the Code as such Regulations may be amended from time to time, or if no final or temporary regulations with respect to a tax issue are then in effect, proposed regulations then in effect if approved by the Managing Member. All references herein to a specific section of the Regulations shall be deemed also to refer to any corresponding provision of succeeding Regulations.

1.50 **Winding Up Sale.** Winding Up Sale shall have the meaning set forth in Section 9.9(a).

ARTICLE II
FORMATION

2.1 **Organization.** The Members hereby organize the Company as a New York limited liability company pursuant to the provisions of the NY LLC Law.

2.2 **Company Agreement.** For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members executing the Company Agreement hereby agree to the terms and conditions of the Company Agreement, as it may from time to time be amended. It is the express intention of the Members that the Company Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Company Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the NY LLC Law, the Company

as a result of its ownership of the Asset and to engage in any and all business in connection therewith.] The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. The Company exists only for the purpose specified in this Article III and may not conduct any other business without the unanimous consent of the Members. The authority granted to the Managing Member hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

ARTICLE IV
ACCOUNTING AND RECORDS

4.1 **Records to be Maintained.** The Company shall maintain the following records at the Principal Office:

(a) A current list of the full name and last known business address of each Member;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any such amendment has been executed;

(c) A copy of the Company's federal, state and local income tax returns and reports;

(d) A copy of the Company Agreement including all amendments thereto; and

(e) The Company's books and records, including financial statements of the Company, which shall be open to inspections by the Members or their agents at reasonable times.

4.2 **Reports to Members.** The Managing Member shall provide reports, including a balance sheet, statement of profit and loss and changes in Members' accounts and a statement of cash flows, at least annually to the Members at such time and in such manner as the Managing Member may determine reasonable.

4.3 **Tax Returns and Reports.** The Managing Member, at Company expense, shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and shall prepare and deliver to each Member, within the time prescribed by the Code, and any extensions applicable thereto, as provided by the Code or applicable regulations, and at Company expense, all information returns required by the Code and Company information necessary for the preparation of the Members' federal income tax returns.

ARTICLE V
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as stated on Exhibit A.

ARTICLE VI
RIGHTS AND DUTIES OF MEMBERS

6.1 **No Management Rights as Members.** No Member other than the Managing Member shall have authority as a Member to bind the Company or any Management Right, except that the transfer of Management Rights and the admission of a Substitute Member shall require the approvals set forth in Section 11.4, and the following actions shall require the consent of the Members holding a majority of the Membership Interests:

(a) Any amendment to the Company Agreement;

(b) The merger or consolidation of the Company with any other Person;

(c) The continuation of the Company after a Dissolution Event;

(d) The borrowing of funds or the pledging, mortgaging or otherwise encumbering any Company Property, <u>except</u> for (i) any loan to meet operating expenses if operating income and reserves are insufficient or for emergency or other extraordinary circumstances **[and (ii) any loan for the purpose of refinancing the Asset]**;

(e) The payment of compensation to the Managing Member;

(f) The imposition of any Additional Contribution, except as provided in Section 8.2;

(g) The admission of a Person as an additional Member; and

(h) Any act that would make it impossible to carry on the ordinary business of the Company.

All Company cash shall be deposited in a bank account selected by the Managing Member and all disbursements of Company cash shall be approved in advance by those Persons designated by the **[board of directors of the]** Managing Member.

[The Members hereby approve and consent to the Company's borrowing pursuant to the Acquisition Loan and to the Company's acquisition of the Asset pursuant to the Acquisition Agreement.]

6.2 **Liability of Members.** No Member shall be liable as such for the liabilities of the Company.

6.3 **Indemnification.** A Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any unauthorized action by such Member.

6.4 **Representations, Warranties and Covenants.** Each Member, and in the case of a trust or other Organization, the person(s) executing the Company Agreement on behalf of the entity, hereby represents and warrants to the Company and each other Member that: (a) if that Member is a trust or other Organization, it has power to enter into the Company Agreement and

to perform its obligations hereunder and that the person(s) executing the Company Agreement on behalf of the entity has the power to do so; and (b) the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest. The Members acknowledge that their interests in the Company have not been registered under the Securities Act or any state securities laws and may not be resold or transferred without appropriate registration or the availability of an exemption from such requirements.

6.5 **Conflicts of Interest.**

(a) A Member, including the Managing Member, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company or its Affiliates, it being expressly understood that Members may enter into transactions that are similar to the transactions into which the Company or its Affiliates may enter. Notwithstanding the foregoing, Members shall account to the Company and hold as trustee for it any Property, Profit or benefit derived by the Member, without the consent of all of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company Property including information developed exclusively for the Company and opportunities expressly offered to the Company.

(b) A Member, including the Managing Member, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

ARTICLE VII
MANAGING MEMBER

7.1 **Managing Member.** Except as otherwise provided in the Company Agreement, the management of the Company and all decisions concerning the business affairs of the Company shall be made by the Managing Member. The Managing Member shall be KEITH N HANEY.

7.2 **Term of Office as Managing Member.** The Managing Member shall serve until the Dissociation of such Managing Member or any removal of such Managing Member pursuant to Section 7.7.

7.3 **Authority of Managing Member to Bind the Company.** Only the Managing Member and authorized agents of the Company shall have the authority to bind the Company. Subject to Section 6.1, the Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company (as described in Article III), including, without limitation:

(a) To acquire, hold, sell, transfer, assign, lease or otherwise deal with **[the Asset or other]** Property that may be acquired by the Company, and to transfer **[the Asset or other]** Property to any other Organization that is (i) wholly-owned by the Company or is owned by the Members in the same proportions as their Sharing Ratios, (ii) a subsidiary limited liability company (or partnership) in which the Company is the sole non-managing member (or sole limited partner) and the Managing Member is the sole managing member (or sole general partner) or (iii) a nominee or agent of the Company, in such manner as the Managing Member may deem appropriate to protect the Company and the Members from liability (including environmental liability) and to minimize the tax burden of the Members;

(b) To institute, prosecute and defend any Proceeding in the Company's name;

(c) To conduct the Company's business, establish Company offices and exercise the powers of the Company;

(d) Subject to Section 7.11, to employ, contract and deal with, from time to time, Persons, including any Member or Affiliate of any Member, in connection with the management and operation of the Company's business, including without limitation, suppliers, customers, tradespeople, brokers, accountants and attorneys, on such terms as the Managing Member shall determine;

(e) To purchase liability and other insurance to protect the Company's business and Property;

(f) To establish reserve funds of the Company to provide for future requirements for operations, contingencies or any other purpose that the Managing Member deems necessary or appropriate;

(g) To make such elections under the Code and other relevant tax laws as to the treatment of items of Company income, gain, loss, deduction and credit, and as to all other relevant matters as the Managing Member deems necessary or appropriate, including without limitation, elections referred to in section 754 of the Code (subject to Section 9.6), the determination of which items of cash outlay shall be capitalized or treated as current expenses, and the selection of the method of accounting and bookkeeping procedures to be used by the Company;

(h) To pay as a Company expense any and all costs or expenses associated with the formation, development, organization and operation of the Company;

(i) To deposit, withdraw, invest, pay, retain and distribute the Company's funds in a manner consistent with the provisions of this Company Agreement; and

(j) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

7.4 **Actions of the Managing Member.** The Managing Member has the power to bind the Company as provided in this Article VII. No Person dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member acting on behalf of the Company.

7.5 **Indemnification.** The Company shall indemnify the Managing Member and its agents for all costs, losses, liabilities and damages paid or incurred in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of New York.

7.6 **Managing Member's Standard of Care.** The Managing Member's standard of care in the discharge of the Managing Member's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, fraud or a knowing violation of law. In discharging its duties, the Managing Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any Person as to matters the Managing Member reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid. The Company shall indemnify and save harmless the Managing Member against any loss, damage or expense (including attorneys' fees) incurred by the Managing Member as a result of any act performed or omitted on behalf of the Company or in furtherance of the Company's interests without, however, relieving the Managing Member of liability for gross negligence, reckless conduct, intentional misconduct, fraud or a knowing violation of law. The satisfaction of any indemnification and any saving harmless shall be from and limited to Company Property and the other Members shall not have any personal liability on account thereof.

7.7 **Resignation; Removal of Managing Member.** The Managing Member shall not have a right to resign and may not be removed by the Members for any reason other than a breach of the Managing Member's standard of care, as set forth in Section 7.6.

7.8 **Other Activities.** The Managing Member shall not be required to devote its full time to the management of the Company business, but only so much of its time as the Managing Member deems necessary or appropriate for the proper management of such business. The Managing Member, and any of its Affiliates, may engage or possess an interest, independently or with others, in other businesses or ventures of every nature and description including without limitation the acquisition, ownership, management and operation of other real estate, and the operation and management of other Organizations for the acquisition, ownership, management and operation of other properties[**, including those located near the Asset,**] in competition with the Company or otherwise, and neither the Company nor any Member shall have any rights in or to such ventures or the income or profits derived therefrom.

7.9 **Distributions.** Each Member shall look solely to the assets of the Company for all Distributions and a share of Profits or Losses and shall have no recourse therefor (upon dissolution or otherwise) against the Managing Member or the other Members. No Member

shall have any right to demand or receive Property other than money upon dissolution and termination of the Company.

7.10 **Expenses.** The Company shall pay directly or reimburse the Managing Member for certain expenses of the Company incurred by the Managing Member in the management of the Company's business. Such expenses may include but are not limited to: (a) costs of borrowed money and taxes applicable to the Company; (b) fees and expenses paid to suppliers, tradespeople, brokers, consultants and other agents; (c) costs of insurance as required in connection with the conduct of the business of the Company; and (d) expenses incurred by the Company for tax return preparation.

7.11 **Affiliates; Fees.** The Managing Member is specifically authorized to employ, contract and deal with, from time to time, any member or Affiliate of any Member, and in connection therewith to pay such Person's fees, prices or other compensation; provided that such employment, contracts and dealings are necessary or appropriate for the Company's purposes, and the fees, prices or other compensation paid by the Company therefor is, in the judgment of the Managing Member, reasonable and typical or competitive with the fees, prices or other compensation customarily paid for similar Property or services.

Nothing herein contained shall be construed as a guaranty by the Managing Member of the performance by any Affiliate, designee or nominee of its obligations under any contract between any such Affiliate, designee or nominee and the Company.

ARTICLE VIII
CONTRIBUTIONS AND CAPITAL ACCOUNTS

8.1 **Initial Capital Contributions.** Each Member shall make the Initial Capital Contribution described for that Member on Exhibit A and shall perform that Member's Commitment. No Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Company Agreement.

8.2 **Additional Capital Contributions.** In the event the Managing Member determines that the Company does not have sufficient operating revenues or other available funds to pay any amount which the Managing Member determines to be required for any Company purpose, the Managing Member shall, if reasonable under the circumstances, attempt to obtain financing in the amount required; provided, however, that the Managing Member shall not obtain such financing if it would cause a default under any Company obligation. In the event that such financing cannot be obtained within a reasonable time and upon terms and conditions approved by the Managing Member, the Managing Member may, upon 15 days notice to the Members, call for an Additional Capital Contribution from the Members in the required amount. Such Additional Capital Contributions shall thereupon be made by the Members in proportion to their respective Sharing Ratios.

8.3 **Enforcement of Commitments.** In the event any Member (a "Delinquent Member") fails to perform the Delinquent Member's Commitment, the Managing Member shall give the Delinquent Member a notice of such failure. If the Delinquent Member fails to perform the Commitment (including the payment of any costs associated with the failure and interest at

the Default Interest Rate) within ten Business Days of the giving of such notice, the Managing Member may take such action as it deems appropriate, including but not limited to:

(a) Enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Company Agreement; provided, however, that a Member shall have no personal liability for any such Additional Capital Contribution and, in any proceeding to enforce the obligation of a Member to make all or part of any such Additional Capital Contribution, the Managing Member shall have recourse solely to the Delinquent Member's interest in the Company. Each Member expressly agrees to the jurisdiction of such courts but only for purposes of such enforcement.

(b) Selling the Delinquent Member's Membership Interest, including a sale to another Member or to another Person.

(c) Allowing Members, except the Delinquent Member, to make Additional Contributions and adjusting the Sharing Ratios and Membership Interests of the Members in proportion to the new Capital Contribution levels.

(d) Reducing the Delinquent Member's Membership Interest and Sharing Ratio.

(e) Issuing new Membership Interests to Members who make Additional Contributions in place of the Delinquent Member; provided that such Membership Interests may be entitled to a priority return and such other rights as shall be determined by the Managing Member.

8.4 **Capital Account.** A separate capital account shall be maintained for each Member throughout the term of the Company in accordance with the rules of section 1.704-1(b)(2)(iv) of the Regulations as in effect from time to time, and, to the extent not inconsistent therewith, to which the following provisions apply:

(a) Each Member's Capital Account shall be credited with (i) such Member's Capital Contribution; and (ii) such Member's share of Profits and items of income and gain that are specially allocated to such Member pursuant to Article IX (other than any income or gain allocated to such Member pursuant to Section 9.4(h) in accordance with section 704(c) of the Code.

(b) Each Member's Capital Account shall be debited with: (i) the amount of money distributed to such Member by the Company (including liabilities of such Member assumed by the Company as provided in section 1.704-1(b)(2)(iv)(c) of the Regulations) other than amounts which are in repayment of debt obligations of the Company to such Member; (ii) the Gross Asset Value of Property distributed to such Member (net of liabilities secured by such distributed Property that such Member is considered to assume or take subject to under section 752 of the Code); and (iii) such Member's share of Losses and items of loss and deduction that are specially allocated to such Member pursuant to Article IX (other than any deduction or loss allocated to such Member pursuant to Section 9.4(h) in accordance with section 704(c) of the Code).

(c) All such contributions, allocations and Distributions shall be credited or charged, as the case may be, to the appropriate Capital Accounts of the respective Members to whom they apply, as of the time the contributions, allocations or Distributions are made.

(d) The Capital Account of a transferee Member shall include the appropriate portion of the Capital Account of the Member from whom the transferee Member's interest was obtained.

(e) In determining the amount of any liability, there shall be taken into account section 752(c) of the Code and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Company Agreement relating to the maintenance of Capital Accounts are intended to comply with section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. Consistent with such intention, the value of any Property (other than cash) (i) contributed to the Company by a Member, (ii) distributed to a Member from the Company or (iii) owned by the Company and subject to a revaluation upon the occurrence of certain events shall be the Fair Market Value of such Property (net of liabilities secured by such Property that the Company or such Member, as the case may be, is considered to assume or take subject to under section 752 of the Code) on the date of contribution, Distribution or revaluation, as applicable.

8.5 **No Obligation to Restore Deficit Balance.** No Member shall be required to restore any deficit balance in its Capital Account.

8.6 **Withdrawal; Successors.** A Member shall not be entitled to withdraw any part of its Capital Account or to receive any Distribution from the Company, except as specifically provided in the Company Agreement, and no Member shall be entitled to make any capital contribution to the Company other than such Member's Commitment.

8.7 **Interest.** Except as otherwise provided in this Company Agreement, no Member shall be entitled to interest or other return on such Member's Capital Contribution or on any Profits retained by the Company.

8.8 **Investment of Capital Contributions and Company Cash.** The Capital Contributions of the Members and any cash held by the Company from time to time shall be invested, until such time as such funds shall be used for other Company purposes, by the Managing Member in demand, money market or time deposits, obligations, securities, investments or other instruments constituting cash equivalents. Such investments shall be made by the Managing Member for the benefit of the Company.

8.9 **Repayment of Capital Contribution.**

(a) The Managing Member shall have no personal liability for the repayment of any Capital Contributions of any Member, and no Member shall have liability for the repayment of any Capital Contributions of any other Member. The repayment of any

Capital Contribution shall be made only to the extent of available Company assets in accordance with the terms of this Company Agreement.

(b) Except as otherwise provided in this Company Agreement, no Member shall have priority over any other Member as to the return of its Capital Contribution or as to Distributions of cash made by the Company.

(c) Except as otherwise provided in this Company Agreement, a Member shall not be entitled to (i) demand or receive Property other than cash in return for its Capital Contribution or (ii) receive any funds or Property of the Company.

ARTICLE IX
ALLOCATIONS AND DISTRIBUTIONS

9.1 **Profits and Losses.** Profits and Losses, and each item of Company income, gain, loss, deduction, credit and tax preference with respect thereto, for each Fiscal Year (or shorter period in respect of which such items are to be allocated) shall be allocated among the Members as provided in this Article IX.

9.2 **Profits.** After giving effect to the special allocations set forth in Sections 9.4 and 9.5, Profits for any Fiscal Year shall be allocated in the following order of priority:

(a) First, to the Members, if any, who received any allocation of Losses under Section 9.3(c), in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to such Members pursuant to Section 9.3(c) for all prior Fiscal Years, over (ii) the cumulative Profits allocated to such Members pursuant to this Section 9.2(a) for all prior Fiscal Years;

(b) Second, to the Members, in proportion to (and to the extent of) the excess, if any, of (i) the cumulative Losses allocated to each Member pursuant to Section 9.3(a) hereof for all prior Fiscal Years, over (ii) the cumulative Profits allocated to each Member pursuant to this Section 9.2(b) for all prior Fiscal Years; and

(c) Third, the balance of the Profits remaining to the Members in accordance with their Sharing Ratios.

9.3 **Losses.** After giving effect to the special allocations set forth in Sections 9.4 and 9.5, Losses shall be allocated as set forth in Section 9.3(a), subject to the limitation in Section 9.3(b) below and, if applicable, as provided in Section 9.3(c).

(a) Losses for any Fiscal Year shall be allocated in the following order of priority:

(i) First, to the Members in proportion to and to the extent of the excess, if any, of (A) the cumulative Profits allocated to each such Member pursuant to Section 9.2(c) hereof for all prior Fiscal Years, over (B) the cumulative Losses allocated to such Member pursuant to this Section 9.3(a)(i) for all prior Fiscal Years; and

(ii) The balance, if any, among the Members in proportion to their respective Sharing Ratios.

(b). (i) The Losses allocated according to Section 9.3(a) shall not exceed the maximum amount of Losses that may be allocated to such Member without causing such Member to have an Adjusted Capital Account Deficit.

(ii) If some, but not all of the Members would have Adjusted Capital Account Deficits as a consequence of the allocations of Losses pursuant to Section 9.3(a), the limitation set forth in this Section 9.3(b) shall be applied by allocating Losses pursuant to this Section 9.3(b)(ii) only to those Members (allocated pro rata if more than one), who would not have an Adjusted Capital Account Deficit as a consequence of receiving such an allocation of Losses.

(iii) If no other Member may receive an additional allocation of Losses pursuant to Section 9.3(b)(ii), such additional Losses not allocated shall be allocated solely to those Members who bear the economic risk of such Losses within the meaning of section 704(b) of the Code.

(c) In the event that there are any remaining Losses in excess of the limitations set forth in Section 9.3(b), such remaining losses shall be allocated among the Members in proportion to their respective Sharing Ratios.

9.4 **Special Allocations.** The following special allocations shall be made:

(a) Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partnership Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 9.4(a) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Partner Minimum Gain Chargeback. Except as otherwise provided in section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article IX, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain as of the beginning of the Fiscal Year attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt

Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 9.4(b) is intended to comply with the minimum gain chargeback requirement in section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or Distributions described in section 1.704-1(b)(2)(ii)(d)(4), section 1.704-1(b)(2)(ii)(d)(5) or section 1.704-1(b)(2)(ii)(d)(6) of the Regulations which increase a Member's Adjusted Capital Account Deficit, items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 9.4(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.4(c) were not in this Company Agreement.

(d) Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit, such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.4(d) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been made as if Section 9.4(c) and this Section 9.4(d) were not in this Company Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their Sharing Ratios.

(f) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with section 1.704-2(i)(1) of the Regulations.

(g) Certain Book-ups. To the extent an adjustment to (i) the adjusted tax basis of any Company asset pursuant to section 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts or (ii) pursuant to section 1.704-1(b)(2)(iv)(f) of the Regulations, the Gross Asset Value of any Company asset is permitted to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated, as provided in section 1.704-1(b)(2)(iv)(m) or 1.704-1(b)(2)(iv)(g) of the Regulations, respectively, as an item of Profit (if the adjustment increases such basis or Gross Asset Value of the asset) or Loss (if the adjustment decreases such basis or Gross Asset Value), and such Profit or Loss shall be specially allocated to the Members in a manner consistent with the manner in

which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

(h) Mandatory Allocations under Section 704(c) of the Code.

(i) In the event section 704(c) of the Code or the principles of section 704(c) of the Code applicable under section 1.704-1(b)(2)(iv) of the Regulations require allocations of income, gain, deduction or loss in a manner different than that set forth above, the provisions of section 704(c) of the Code and the Regulations thereunder shall control such allocations among the Members. Any item of Company income, gain, loss and deduction with respect to any Property (other than cash) that has been contributed by a Member to the capital of the Company and which is required or permitted to be allocated to such Member for income tax purposes under section 704(c) of the Code so as to take into account the variation between the tax basis of such Property and its Fair Market Value at the time of its contribution shall be allocated solely for income tax purposes in the manner so required or permitted under section 704(c) of the Code using the "traditional method" described in section 1.704-3(b) of the Regulations, provided, however, that any other method allowable under applicable Regulations may be used for any contribution of Property as to which there is agreement between the contributing Member and the Managing Member.

(ii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 9.4(g) in accordance with section 1.704-1(b)(2)(iv)(f) of the Regulations, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in a manner consistent with Section 9.4(h)(i).

(iii) Except as provided in Sections 9.4(h)(i) and (ii), for United States federal, state and local income tax purposes, the income, gains, losses and deductions of the Company shall, for each taxable period, be allocated among the Members in the same manner and in the same proportion that such items have been allocated among the Members' respective Capital Accounts.

9.5 **Curative Allocations.** The allocations set forth in Sections 9.3(b) and 9.4(a) through (f) (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, notwithstanding any other provision of this Article IX (other than the Regulatory Allocations), the Managing Member shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Company Agreement and all Company items were allocated pursuant to Sections 9.2 and 9.3(a). In exercising its discretion under this Section 9.5, the Managing Member (i) shall take into

account future Regulatory Allocations under Sections 9.4(a) and 9.4(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 9.4(e) and 9.4(f).

9.6 **Section 754 Election.** Upon a transfer by a Member of an interest in the Company, which transfer is permitted by the terms of this Company Agreement, or upon the death of a Member or the Distribution of any Company Property to one or more Members, the Managing Member, upon the request of one or more of the transferees or distributees, shall cause the Company to file an election on behalf of the Company, adjusted for federal income tax purposes in the manner prescribed in section 734 or 743 of the Code, as the case may be. The cost of preparing such election and any additional accounting expenses of the Company occasioned by such election, shall be borne by such transferees or distributees.

9.7 **Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses or any other item allocable to any period (including allocations to take into account any changes in any Member's Sharing Ratio during a Fiscal Year and any transfer of any interest in the Company), Profits, Losses and any such other item shall be determined on a daily, monthly or other basis, as determined by the Managing Member using any permissible method under section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of section 1.752-3(a)(3) of the Regulations, the Members' interests in Company Profits are in proportion to their Sharing Ratios.

(d) To the extent permitted by section 1.704-2(h)(3) of the Regulations, the Managing Member shall endeavor to treat Distributions as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such Distributions would not cause or increase an Adjusted Capital Account Deficit for any Member.

(e) Except as otherwise provided in this Article IX, an allocation of Company Profits or Losses to a Member shall be treated as an allocation to such Member of the same share of each item of income, gain, loss and deduction taken into account in computing such Profits or Losses.

(f) For purposes of determining the character (as ordinary income or capital gain) of any Profits allocated to the Members pursuant to this Article IX, such portion of Profits that is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (i) the amount of depreciation previously allocated to each Member bears to (ii) the total of such depreciation allocated to all Members. This Section 9.7(f) shall not alter the amount

of allocations among the Members pursuant to this Article IX, but merely the character of income so allocated.

(g) Except for arrangements expressly described in this Company Agreement, no Member shall enter into (or permit any Person related to the Member to enter into) any arrangement with respect to any liability of the Company that would result in such Member (or a person related to such Member under section 1.752-4(b) of the Regulations) bearing the economic risk of loss (within the meaning of section 1.752-2 of the Regulations) with respect to such liability unless such arrangement has been approved by all Members. To the extent a Member is permitted to guarantee the repayment of any Company indebtedness under this Company Agreement, each of the other Members shall be afforded the opportunity to guarantee such Member's pro rata share of such indebtedness, determined in accordance with the Members' respective Sharing Ratios.

9.8 Distribution of Net Cash Flow.

(a) Amounts and Timing. Subject to the provisions of Section 13.3, Net Cash Flow for each Fiscal Year of the Company, to the extent not distributed previously under this Section 9.8, shall be distributed to the Members, at such time or times as may be designated by the Managing Member, in proportion to the amount of Profits allocated to each Member.

(b) Amounts Withheld. All amounts required to be withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section 9.8 for all purposes under this Company Agreement. The Managing Member is authorized to withhold from Distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

(c) Draws for Payment of Estimated Taxes. The Company shall pay to each Member a quarterly draw, not to exceed the amount reasonably necessary to provide for payment by the Members of any federal, state and local estimated taxes with respect to Profits allocated to the Members pursuant to this Article IX, and each such draw, if any, shall be treated as a loan from the Company to each Member receiving such draw and shall be deemed repaid by reducing the amount of each subsequent Distribution to the Member receiving such draw pursuant to this Section 9.8 by the lesser of (i) the entire amount otherwise distributable to the Member receiving such draw and (ii) the entire amount of any unrepaid draws pursuant to this Section 9.8(c).

9.9 Allocation of Gain or Loss upon Winding Up.

(a) Gain Realized on Sale of Company Property. Upon the winding up of the Company, as provided in Article XIII, net gain realized on the sale or sales of Company

Property (each such sale a "Winding Up Sale") shall be allocated among the Members in accordance with Section 9.2.

(b) Loss Realized on Sale of Company Property. Net loss realized on any Winding Up Sale shall be allocated among the Members in accordance with Section 9.3.

(c) Distributions in Kind. In the event that, upon a winding up of the Company, pursuant to Section 13.3, either (i) any Company Property is required to be distributed in kind, or (ii) the Managing Member elects to distribute any Company Property in kind, the book value of such Property shall be adjusted to its Fair Market Value as of the date of such Distribution, and the amount of such adjustments shall be allocated to the Members' capital accounts in the manner and priorities provided in Sections 9.9(a) and (b) as though such Property had been sold at its Fair Market Value and gain or loss had been realized.

ARTICLE X
TAXES

10.1 **Tax Matters Partner.** Managing Member shall be the Tax Matters Partner of the Company pursuant to section 6231(a)(7) of the Code. If the Managing Member shall cease to act as the Tax Matters Partner for any reason, the Members shall select another Member (subject to such Member's approval) to be the Tax Matters Partner. The Company has designated another Member as Tax Matters Partner and such Member has given its consent in writing to its appointment as Tax Matters Partner. The Tax Matters Partner shall receive no additional compensation from the Company for its services in that capacity, but all expenses incurred by the Tax Matters Partner in such capacity shall be borne by the Company. The Tax Matters Partner is authorized to employ such accountants, attorneys and agents as it, in its sole discretion, determines is necessary to or useful in the performance of its duties. The Tax Matters Partner is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, and to sign such consents and to enter into settlements and other agreements with such agencies as the Tax Matters Partner or its duly authorized officer deems necessary or advisable. Each Member shall give prompt notice to each other Member of any and all notices it receives from the Internal Revenue Service concerning the Company, including any notice of a 30 day appeal letter and any notice of deficiency in tax concerning the Company's federal income tax returns. The Tax Matters Partner shall give each Member periodic status reports regarding any negotiations between the Internal Revenue Service and the Company. The Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws.

ARTICLE XI
TRANSFER OF MEMBERSHIP INTEREST

11.1 **Compliance with Securities Laws.** No Membership Interest has been registered under the Securities Act or under any applicable state securities laws. A Member may not transfer (a transfer, for purposes of this Company Agreement, shall be deemed to include, but not be limited to, any sale, transfer, assignment, pledge, creation of a security interest or other disposition) all or any part of such Member's Membership Interest, except upon compliance with

the applicable federal and state securities laws. The Managing Member shall have no obligation to register any Member's Membership Interest under the Securities Act or under any applicable state securities laws, or to make any exemption therefrom available to any Member.

11.2 **Transfer of Economic Interest.** The Economic Interest of any Member may not be transferred in whole or in part unless the following terms and conditions have been satisfied:

(a) The transferor shall have: (i) assumed all costs incurred by the Company in connection with the transfer, (ii) furnished the Company with a written opinion of counsel, satisfactory in form and substance to counsel for the Company, that such transfer complies with applicable federal and state securities laws and the Company Agreement and will not result in the Company being treated as a publicly traded partnership for purposes of section 7704 of the Code and (iii) complied with such other conditions as the Managing Member may reasonably require from time to time; and

(b) The transferee shall have assumed the obligations, if any, of the transferor to the Company, including the obligation to fulfill the pro rata portion of the transferor's then existing or subsequently arising Commitment related to the transferred Economic Interest or portion thereof.

Transfers of Economic Interests will be recognized by the Company as effective only upon the close of business on the last day of the calendar month following satisfaction of the above conditions. Any transfer in contravention of this Article XI and any transfer which if made would cause a termination of the Company for federal income tax purposes under section 708(b) of the Code shall be void when made and ineffectual and shall not bind the Company or the other Members.

11.3 **Status of Transferee of Economic Interest.** A transferee of an Economic Interest who is not admitted as a Substitute Member shall be entitled only to receive that share of Profits, Losses and Distributions, and the return of Capital Contribution and Distributions upon a dissolution of the Company, to which the transferor would otherwise be entitled with respect to the interest transferred, and shall not have any Management Rights of a Member of the Company under the NY LLC Law or this Company Agreement including, without limitation, the right to obtain any information on account of the Company's transactions, to inspect the Company's books or to vote with the Members on, or to grant or withhold consents or approvals to, any matter. The Company shall, if a transferee and transferor jointly advise the Company in writing of a transfer of the Economic Interest, furnish the transferee with pertinent tax information at the end of each Fiscal Year.

11.4 **Transfer of Management Rights; Admission of Substitute Member.** A Member may transfer Management Rights and give the transferee the right to become a Member only after the following terms and conditions have been satisfied:

(a) The transferee shall also be the transferee of all or part of the transferor's Economic Interest, or shall be the owner of an Economic Interest;

(b) The Members holding at least a majority of the Membership Interests shall have consented in writing to the admission of the Substitute Member, which consent may be arbitrarily withheld by any such Member; and

(c) The transferor and the transferee shall have complied with such other requirements as the non-transferring Members may reasonably impose, including the conditions that the transferee:

(i) Adopt and approve in writing all the terms and provisions of the Company Agreement then in effect; and

(ii) Pay such fees as the Managing Member may reasonably require to pay the costs of the Company in effecting such substitution.

11.5 **Transfer to Surviving Spouse or Lineal Descendent.** If, by reason of the death of a Member, all or part of such Member's Economic Interest is transferred to the surviving spouse or to a lineal descendent of such Member (a "Permitted Transferee"), pursuant to the last will and testament of, or inter vivos trust created by, such Member, or pursuant to the laws of descent and distribution applicable to such Member's estate, such Permitted Transferee shall be admitted as a Substitute Member upon satisfaction of the terms and conditions of Section 11.4(c), to the extent applicable.

11.6 **Death, Dissolution, Bankruptcy or Incompetency of a Member.** Upon the death, dissolution, adjudication of bankruptcy, insanity or incompetency of a Member, such Member's successors, executors, administrators or legal representatives shall have all the rights of a Member (except as provided by the last sentence of this Section 11.6) for the purpose of settling or managing such Member's estate, including such power as such Member possessed to substitute a successor as a transferee of such Member's interest in the Company and to join with such transferee in making the application to substitute such transferee as a Member. However, except as provided in Section 11.5, such successors, executors, administrators or legal representatives will not have the right to become a Substitute Member in the place of their predecessor in interest unless the other Members shall so consent as provided in Section 11.4(b) hereof.

11.7 **Dispositions not in Compliance with this Article Void.** Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article shall be void when made and ineffectual and shall not bind the Company.

ARTICLE XII
DISSOCIATION OF A MEMBER

12.1 **Dissociation.** A Person shall cease to be a Member upon the happening of any of the following events:

(a) The resignation or withdrawal of a Member;

(b) A Member becoming a Bankrupt Person;

(c) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;

(d) In the case of a Member that is a trust or who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

(f) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

12.2 **Rights of Dissociating Member.** In the event any Member dissociates prior to the expiration of the term of this Company Agreement:

(a) If the Dissociation causes a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that, if such Dissociation results from a withdrawal of a Member in violation of this Company Agreement, any Distributions to which such Member would have been entitled shall be reduced by that portion of the damages, if any, sustained by the Company as a result of the Dissolution Event and winding up that is chargeable to the Capital Accounts of the other Members; or

(b) If the Dissociation does not cause a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid over a period not to exceed five years together with interest at the minimum rate necessary to avoid the imputation of interest under the Code. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Company Agreement and the value of the Member's Membership Interest as of the date of Dissociation as determined by independent appraisal, reduced by an allocable portion of any damages sustained by the Company as a result of the Member's Dissociation.

ARTICLE XIII
DISSOLUTION AND WINDING UP

13.1 **Dissolution.** The Company shall be dissolved without further action by the Members and its affairs wound up upon the first to occur of any of the following events (each of which shall constitute a Dissolution Event):

(a) The expiration of the term of the Company Agreement, unless the Company is continued with the consent of all of the Members;

(b) The written consent of the Members holding at least two-thirds of the Membership Interests; and

[(c) At any time when there is but one Member.]

13.2 **Effect of Dissolution.** Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed and articles of dissolution have been filed with the Department of State of New York.

13.3 **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Managing Member (or, if there is no Managing Member then remaining, such other Person(s) designated by the Members representing at least a majority of the Members' Membership Interests) shall take full account of the assets and liabilities of the Company, shall liquidate the assets (unless the Managing Member determines that a Distribution of any Company Property in-kind would be more advantageous to the Members than the sale thereof) as promptly as is consistent with obtaining the Fair Market Value thereof, and shall apply and distribute the proceeds therefrom in the following order:

(a) First, to the payment of the debts and liabilities of the Company to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of such debts and liabilities, and to the payment of necessary expenses of liquidation;

(b) Second, to the setting up of any reserves which the Managing Member may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Managing Member to an escrow agent or trustee selected by the Managing Member to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Managing Member shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided; and

(c) Then, to the Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year in which the liquidation occurs. Such Distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Member.

If at the time of liquidation the Managing Member shall determine that an immediate sale of some or all Company Property would cause undue loss to the Members, the Managing Member may, in order to avoid such loss, defer liquidation.

13.4 **Winding Up and Articles of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Within 90 days following the

dissolution and commencement of the winding up of the Company, articles of dissolution shall be filed with the Department of State of New York. The articles of dissolution shall set forth the information required by the NY LLC Law.

ARTICLE XIV
MISCELLANEOUS

14.1 **Notices.** Notices to the Managing Member shall be sent to the principal office of the Company. Notices to the other Members shall be sent to their addresses set forth on Exhibit A. Any Member may require notices to be sent to a different address by giving notice to the other Members in accordance with this Section 14.1. Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given with receipt confirmed if and when delivered personally, given by prepaid telegram or mailed first class, postage prepaid, delivered by courier, or sent by facsimile, to such Members at such address.

14.2 **Meetings.** A meeting of the Members may be called by the Managing Member at any time, and shall be called at the written request of the Members holding at least a majority of the Membership Interests. Written notice stating the place and time of the meeting, and the purpose thereof shall be given by the Managing Member to each Member at least ten days before the meeting.

14.3 **Headings.** All Article and Section headings in the Company Agreement are for convenience of reference only and are not intended to qualify the meaning of any Article or Section.

14.4 **Entire Agreement.** This Company Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among them respecting the subject matter of this Company Agreement.

14.5 **Binding Agreement.** This Company Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators, except as otherwise provided herein.

14.6 **Saving Clause.** If any provision of this Company Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Company Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the operation of any provision of this Company Agreement would contravene the provisions of the NY LLC Law, such provision shall be void and ineffectual.

14.7 **Counterparts.** This Company Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of either the Company Agreement or the Articles of Organization shall for all purposes be deemed a fully executed instrument.

14.8 **Governing Law.** This Company Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws.

14.9 **No Partnership Intended for Nontax Purposes.** The Members have formed the Company under the NY LLC Law, and expressly do not intend hereby to form a partnership under either the New York Uniform Partnership Law or the New York Uniform Limited Partnership Law. The Members do not intend to be partners one to another or partners as to any third party. To the extent any Member, by word or action, represents to another person that any Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Members who incur personal liability by reason of such wrongful representation.

14.10 **No Rights of Creditors and Third Parties under Company Agreement.** The Company Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members and their permitted successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

14.11 **Dispute Resolution.** Whenever the Members shall have any dispute among themselves relating to the interpretation, construction or implementation of this Company Agreement or shall be deadlocked or shall otherwise be in dispute with respect to the relations among the Members or between the Members and the Company or any other matter related thereto, the Members shall resolve such dispute as follows:

(a) First, each Member involved in such dispute shall use its good faith efforts to negotiate a resolution thereof by engaging in discussions with the other Members so involved at reasonable times and places, by telephone or otherwise, during the 30 day period following notice by a Member to each of the other Members of its belief that there is a dispute which requires resolution in such manner;

(b) Second, if the Members are unable to resolve such dispute through good faith negotiations during the 30 day period provided in Section 14.11(a), the Members shall submit such dispute to an arbitration procedure that shall be selected by the Members involved in such dispute; and

(c) Third, if the Members are unable to resolve such dispute through the arbitration procedure selected by them, any Member involved in such dispute may bring an action or proceeding in any court having jurisdiction thereof; provided that (i) a Member may object to the venue of such action or proceeding or that such court does not have jurisdiction over such Member and (ii) each Member waives its right to trial by jury and its right to consequential, special and/or punitive damages.

14.12 **General Interpretive Principles.** For purposes of this Company Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Company Agreement include the plural as well as the singular;

(b) Accounting terms not otherwise defined herein have the meanings given to them in the United States in accordance with generally accepted accounting principles;

(c) References herein to "Sections," "paragraphs" and other subdivisions without reference to a document are to designated Sections, paragraphs and other subdivisions of this Company Agreement;

(d) A reference to a paragraph without further reference to a Section is a reference to such paragraph as contained in the same Section in which the reference appears, and this rule shall also apply to other sub-divisions;

(e) The words "herein," "hereof," "hereunder" and other words of similar import refer to this Company Agreement as a whole and not to any particular provision; and

(f) The term "include" or "including" shall mean without limitation by reason of enumeration.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of the Effective Date.

THE COMPANY:

By: _____
Managing Member

By: KEITH N HANEY
Name:
Title: MANAGING MEMBER

MANAGING MEMBER:

By: _____
Name: KEITH N HANEY
Title: MANAGING MEMBER

MEMBERS:

_____

_____

EXHIBIT A

NAME & ADDRESS OF MEMBER	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTEREST & PROFIT SHARING RATIO
Keith N Haney [redacted]	[redacted]	33 1/3%
James K Haney III [redacted]	[redacted]	33 1/3%
Christopher Haney [redacted]	[redacted]	33 1/3%

VILLAGE DOCK CONTRACTING, INC.

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: 631-813-2266 Fax: 631-813-2263

VILLAGE DOCK, INC.

President: Peter Hough- [redacted]

V.P.: Christopher Haney – [redacted]

Sec/Trea: Keith Haney- [redacted]

* Village Dock, Inc. is 100% owned by Village Dock Contracting, Inc.
140 Adams Avenue, Ste B14, Hauppauge, NY 11788

- **Corporate Structure of Village Dock Contracting, Inc.**

  President: Keith Haney-33 1/3 % owner
  [redacted]

  V.P.: Chris Haney-33 1/3 % owner
  [redacted]

  Sec/Trea: James Haney-33 1/3 % owner
  [redacted]

VILLAGE DOCK CONTRACTING, INC.

15 North Columbia Street, Port Jefferson, NY 11777
Phone: 631-928-4104 Fax: 631- 928-4590

VILLAGE DOCK, INC.

President: Peter Hough [redacted]

V.P.: Chris Haney

Sec-Tres: Keith Haney

- Village Dock, Inc. is 100% owned by Village Dock Contracting, Inc.
  15 North Columbia Street
  Port Jefferson, New York 11777

- **Corporate Structure of Village Dock Contracting, Inc.**

  [redacted]eith Haney – President 33 1/3 % owner
  [redacted]

  [redacted]hris Haney – V.P. 33 1/3 % owner
  [redacted]

  [redacted] James Haney – Sec-Tres 33 1/3 % owner
  [redacted]

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

TO: Nassau County Department of Public Works

February 3, 2022

RE: OSHA INVESTIGATION OF H&L CONTRACTING LLC

On October 22, 2019 H&L Contracting LLC was performing paving work as a subcontractor to United Paving Corp. (General Contractor) under the Village of Freeport's 2019 Road Resurfacing Program. The subcontracting agreement between H&L and United included the paving work only, Maintenance and Protection of Traffic (MPT) was excluded from H&L's scope of work. Included in the streets to be paved by H&L was Grant Street, a dead-end street on the east side of Guy Lombardo Blvd. in the Village of Freeport.

Paving work was performed from the dead-end of Grant St. outward towards Guy Lombardo Blvd., with asphalt truck trailers provided by 4L Equipment Leasing LLC under an agreement with H&L. These trailers backed down Grant St. to the paver, and once empty proceeded ahead to Guy Lombardo Blvd., turning right to exit the work area. Unbeknownst to the H&L crew the United employee(s) that had been assigned to perform the MPT for the work were not at the Grant St. intersection but rather at another intersection scheduled for paving that day.

As a 4L truck was exiting Grant St. after dumping into the paver, the driver stopped the truck at the intersection with Guy Lombardo Blvd. During this time when the truck was stopped, another 4L employee, who had parked and exited his truck a short distance north on Guy Lombardo Blvd., ran towards the stopped truck on Grant St., approaching from the passenger side of that truck, apparently to obtain a scraper that was stored behind the cab. The driver of the stopped truck did not notice the approaching 4L employee due to that employee approaching from the passenger (blind) side. While the 4L employee was immediately in front of the stopped truck's right rear wheel, the driver proceeded forward, fatally injuring the 4L employee.

All required notifications were made, including Nassau County Police and OSHA. H&L fully cooperated with all investigations.

Notwithstanding that 1. MPT was NOT in the scope of H&L's work under the subcontract, 2. H&L was unaware that United was not providing MPT at the accident location at the time of the accident, and 3. If MPT was being provided at the intersection it is doubtful that the actions of the 4L employee, namely stepping in front of the rear wheel without notifying the driver of his presence, would have been prevented, the OSHA investigation resulted in two citations of violations against H&L. One being a severe violation of "Accident Prevention Signs and Tags" and the other being a severe violation of "Signaling". Each Violation included a penalty of $12,145.00.

H&L was not afforded an opportunity to contest the citations, although it was H&L's wish to do so, apparently due to Federal COVID protocols affecting the ability to communicate with OSHA personnel.

H&L promptly paid the penalties and incorporated various "lessons learned" into its Safety Procedures. Chief among those lessons learned was that work cannot proceed without required MPT regardless of whose responsibility that MPT falls under.

H&L personnel are available at your convenience to discuss this matter and will provide available records and documentation at your request.

Sincerely,

Keith Haney, Managing Member Signature

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary descriptions of two open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

OSHA INSPECTION NO. 1635374.015

DATE OPENED: 18 NOV 2022

SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:

Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding these two OSHA cases or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635374.015
DATE OPENED: 18 NOV 2022
SITE ADDRESS: Newburyport Harbor, Newburyport, MA 01950

DESCRIPTION:
Prior to 11/18/22, H&L had been performing maintenance dredging in the 9-ft channel in Newburyport Harbor for the US Army Corps of Engineers. The dredging work was completed and had been accepted by the Corps on 11/15/22. During the course of that work, various safety minor deficiencies were noticed by the H&L Health and Safety Officer. These deficiencies included:

- Navigation lighting not functioning.
- Recovery ladders not appropriate.
- Faulty extension cord
- Faulty oxygen/acetylene hose
- Improper use of sling in lifting materials
- Inadequate housekeeping
- Excavator not adequately secured to barge.

All of these deficiencies had been logged on Daily Safety reports and had been corrected. The corrective measures had been documented by Corps personnel.

OSHA personnel performed a site inspection on 11/18/22 apparently due to an anonymous complaint received by them at some time prior. The complaint provided to H&L by OSHA specifically included the above deficiencies.

H&L has not received any correspondence from OSHA regarding the site inspection as of this date.

It should be noted that during the course of a USACE maintenance dredging project, H&L employs two full time Site Safety & Health Officers (one for each shift), and that Corps personnel are also always on-site evaluating H&L's implementing safety requirements.

LESSONS LEARNED:

While H&L has yet to receive a report from OSHA concerning its inspection at Newburyport, H&L reinforced the following with its dredging supervisory and safety personnel:

- Dredging by its very nature entails multiple operations simultaneously, with workers moving from one task to the next quickly. It is incumbent upon safety and supervisory personnel to be proactive in noticing and correcting any deficiencies, regardless of how minor they may seem.
- Faulty lights and equipment must be repaired and or replaced at the earliest opportunity.
- Equipment lifting procedures must be followed at ALL times, regardless of the size of the load being lifted.
- Housekeeping must always be up to standards, even during urgent work.

H&L will make any OSHA correspondence regarding the 11/18/22 inspection available once those reports are received.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 900720-22

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation regarding a utility damaged on a NYSDOT rehabilitation project on Route 110 in Huntington, NY. A gas main owned by National Grid was inadvertently damaged by H&L personnel. We have disagreed with this action brought forward by the Public Service Commission and have provided correspondence illustrating the facts of the matter.

It has been H&L's contention in the ongoing exchange of documentation, that the facility damaged was not correctly marked-out by the utility (4' from the actual location) and was placed against a drainage structure wall that was being removed. As a result of the location, the gas facility was damaged during the demolition. Repairs were made by the utility company and no injuries occurred. The matter is currently being handled by our Legal firm and should be resolved quickly.

JOCAR ASPHALT LLC / DBA RASON MATERIALS

4 Johnson Rd. Lawrence, NY 11559
(631)293-6210

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 1448662.0.15
Date of Incident/Inspection: 12/4/2019
Settled Amount of Fine: $14,000.00

Explanation:
On 12/4/2019 an employee of Rason Materials was performing work at the Cedarhurst asphalt plant when, without instruction, the employee used a manlift to access a conveyor drive pulley that was approximately 8' above ground level. In an unwise attempt to clean dirt off of the pulley, while the conveyor was operating the employee used a wrench to scrape the inside of the pulley. The wrench was grabbed by the pulley and belt which spun the wrench, striking the employee's hand which resulted in a severe injury to the employee's thumb.

OSHA was notified immediately, and an inspection was performed the following day. The following determinations were made after that inspection:

- The subject pulley and belt were not required to have guards due to being 8' above ground level and not normally accessible to personnel.
- There was an inadequate Safety Plan in place for the asphalt plant.
- There was an inadequate Lockout/Tagout Program in place for the asphalt plant
- There were 2 pulleys without guards that were required to have guards

Rason received 4 violations as follows:

1. No guard on equipment (1st instance) (serious)
2. No guard on equipment (2nd instance) (serious)
3. Inadequate Safety Program
4. Inadequate Lockout/Tagout Program

The end result of discussions between Rason and OSHA was a reduction in the total fine to be $14,000.00. That fine has been paid and the case has been closed.

CORRECTIVE MEASURES
As soon as practicable after the incident Rason developed and implemented a new Safety Program, including a new Lockout/Tagout Program. These programs were implemented, and all employees were provided with initial and follow-up training.

LESSONS LEARNED
Rason has placed increased emphasis on awareness training for all employees with respect to rotating equipment guards and the necessity that those guards be in place at all times when the plant is in operation.

Additionally, Rason has been stringent in training employees in Lockout/Tagout; with particular emphasis being placed on the prohibition of working on operating equipment.

Attested to by officer of the company: Signature James Haney

Print Name & Title: James Haney Manager

UNITED STATES
DEPARTMENT OF LABOR

OSHA

Menu

SEARCH OSHA

OSHA STANDARDS ENFORCEMENT TOPICS HELP AND RESOURCES NEWS Contact Us FAQ

A to Z Index

English

Español

Inspection Detail

Inspection: 1448662.015 - Jocar Asphalt Llc / Dba Rason Materials

Inspection Information - Office: Long Island

Nr: 1448662.015 Report ID: 0214700 Open Date: 12/04/2019

Jocar Asphalt Llc / Dba Rason Materials
4 Johnson Road
Lawrence, NY 11559
Union Status: Union
SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 136 Spagnoli Rd, Melville, NY 11747

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/04/2019	
Emphasis:	N:Amputate	Close Case:	02/05/2021	
Related Activity:	Type	ID	Safety	Health
	Referral	1523319	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions
A - Z Index
Freedom of Information Act
Read the OSHA Newsletter
Subscribe to the OSHA Newsletter
OSHA Publications
Office of Inspector General

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

To whom it may concern,

The following serve as summary description of our open OSHA inspections associated with H&L Contracting LLC:

OSHA INSPECTION NO. 1635814.015
DATE OPENED: 23 NOV 2022
SITE ADDRESS: Smith Point County Marina East Concourse, Shirley, NY 11967

DESCRIPTION:
Considering there are ongoing investigations by OSHA, US Coast Guard, and SCPD due to the incident involving a fatality, H&L can only provide limited information.

On 11/23/22, H&L Contracting was performing dredge pipe fusing work at the Smith Point County Marina. This work consisted of fusing sections of HDPE pipe together on land and once fused, using a small work boat (skiff) to tow the fused (floating) sections to a mooring area a short distance from the fusing station. H&L assigned an experienced and qualified crew to perform the work; all workers were trained in H&L's safe work procedures, including receiving on site safety briefings (tool box talks) regarding work on or near the water. H&L requires all personnel working on or near the water to wear personal floatation devices (PFD's) at all times, that requirement was specifically reinforced by H&L supervisory personnel at the job site prior to the incident on 11/23/22.

At some point during the performance of the work an H&L employee (boat operator) fell off of the work boat while not wearing a PFD. This event was not noticed immediately by the other H&L employees on site. Once it became evident that the boat operator was missing, the H&L work crew commenced a search and notified the Coast Guard and SCPD. An expansive search for the boat operator ensued with Coast Guard, SCPD, and various Fire Dept. placing divers in the water. OSHA was notified soon after the search began.

During the search it became evident that he H&L boat operator had not been wearing his PFD, although he had been specifically instructed to do so. The boat operator's body was not recovered until over one week after the incident; H&L has no information regarding the cause of death of the boat operator. H&L is aware that the investigations have established that the boat operator was equipped with a PFD that was found on the skiff.

LESSONS LEARNED

It is H&L's position that the company had all required safety procedures in place regarding marine safety, and that those procedures had been reinforced by supervisory personnel at the site prior to the incident. The boat operator had been seen to be wearing his PFD prior to the incident and no H&L employee noticed the boat operator's failure to follow the instructions regarding wearing PFD's.

Going forward, H&L will re-enforce the requirement to wear PFD's at all times when working on or near the water.

If any additional information regarding this OSHA case or any other safety related matter is necessary, please contact H&L Company Safety Director Chris Adams in the main office.

Scatt Materials Corp

44 South Fourth Street, Bay Shore, NY 11706
(631)586-0554

EXPLANATION FOR ANSWERING YES TO QUESTION 13 ON BID DOCUMENTS

OSHA Inspection 154269
Date of Incident/Inspection: 7/19/21
Settled Amount of Fine: Not settled as of 4/8/22

Explanation:
On 7/19/21 an employee of Scatt Materials Corp., without instruction, entered a chute to free up a jammed diversion plate. While the plant and conveyor were shut down, as the employee moved material that was obstructing a diversion plate the stored energy in the plate caused the plate to suddenly move, striking the employee in the leg. The employee suffered a broken leg.

OSHA was notified immediately, and an inspection was performed that day. The following determinations were made after that inspection:

- The Lockout/Tagout procedures that were in place for the asphalt plant were inadequate.
- The employee that was injured was not properly trained in Lockout/tagout and stored energy.

Scatt received 2 violations as follows:

1. Procedures were not developed, documented, and utilized for the control of potentially hazardous energy
2. Employees were not adequately trained to ensure that the Lockout/Tagout program that was in place was understood and followed by employees

Due to the common ownership of Scatt Materials and Rason Materials, and considering Rason Materials had received OSHA violations and a stipulated fine in 2020 for similar violations, the violations were determined by OSHA to be Repeat-Serious Violations; each violation was accompanied by a $6,216.00 fine.

Scatt has engaged legal counsel and is currently in discussions with OSHA to determine a settlement. Scatt understands at this time that the settlement will result in the removal of both "Repeat-Serious" violations and the assessment of one "other than serious" violation.

CORRECTIVE MEASURES
Additional awareness training has been provided to all Scatt employees with respect to the current Safety Program and Lockout/Tagout procedures. In addition, the Safety Programs for Scatt (and Rason) are currently under review and will be revised to meet or exceed all OSHA requirements.

LESSONS LEARNED
Scatt has placed increased emphasis on awareness training for all employees with respect to the Lockout/Tagout procedures and the potential stored hazardous energy in various components of the plant, even after the plant has been shut down.

Attested to by officer of the company:

Signature James Haney

Print Name & Title: James Haney, Secretary

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1542629.015 - Scatt Materials Corp.

Inspection Information - Office: Long Island

Nr: 1542629.015 Report ID: 0214700 Open Date: 07/19/2021

Scatt Materials Corp.
44 S 4th Street
Bay Shore, NY 11706

Union Status: NonUnion

SIC:
NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing
Mailing: 44 S 4th Street, Bay Shore, NY 11706

Inspection Type:	Referral			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	07/19/2021	
Emphasis:	N:Amputate	Close Case:		
Related Activity:	Type	ID	Safety	Health
	Referral	1788232	Yes	

Violation Summary

[redacted]

UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

Frequently Asked Questions
A - Z Index
Freedom of Information Act
Read the OSHA Newsletter
Subscribe to the OSHA Newsletter
OSHA Publications
Office of Inspector General

ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 601141 / 2023

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation among various plaintiffs and defendants regarding a motor vehicle accident that occurred on August 21, 2016 on the Long Island Expressway. The accident took place in the vicinity of a location where H&L Contracting LLC was performing work under contract to NYSDOT. There were multiple fatalities as a result of the accident and there have been numerous suits and countersuits filed to date.

Considering the ongoing litigation, H&L can provide only limited information at this time. If more information is necessary, please provide specific questions in writing for review by H&L's attorney.

It is H&L's position that all work was performed in complete accordance with NYSDOT specifications and standards and that H&L in no way contributed to the cause or severity of the accident. [information available to H&L indicates that the approximate cause of the accident was a vehicle traveling recklessly at a high rate of speed (90+mph)].

The filing referenced above is associated with the insurance policy contractually provided by H&L covering NYSDOT for liabilities incurred by the DOT under the contract. The filing is basically a pro forma summons regarding that policy.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

EXPLANATION OF ONGOING COURT ACTION

NYS Supreme Court Index No.: 900721-22

The above filing by the State of New York against H&L Contracting LLC is part of ongoing litigation regarding a utility damaged on a rehabilitation project on Route 112 in Medford. A gas main owned by National Grid was accidently damaged by H&L personnel. We have disagreed with this action brought forward by the Public Service Commission and have provided correspondence illustrating the facts of the matter.

It has been H&L's contention in the ongoing exchange of documentation, that the damaged facility was not correctly marked-out by the utility and was incorrectly offset by the utility during their efforts to relocate the gas facility away from our work area. Repairs were made by the utility company and no injuries occurred. The matter is currently being handled by our Legal firm and should be resolved quickly.

KEITH N. HANEY
33 Moriches Avenue
East Moriches, NY 11940
(631) 831-3114
khaney@hlcontractingllc.com

EDUCATION:

ROGER WILLIAMS UNIVERSITY, B.S. CONSTRUCTION MANAGEMENT, 2002

GENERAL:

I HAVE WORKED IN THE CONSTRUCTION INDUSTRY FOR OVER TWENTY YEARS, AND HELD THE ROLES OF LABOR FOREMAN, PROJECT ENGINEER, PROJECT MANAGER, AND MANAGING MEMBER. THE PROJECTS THAT I HAVE BEEN INVOLVED IN RANGED FROM $100,000 TO 40 MILLION IN REVENUE. MY DUTIES AS LABOR FOREMAN AND PROJECT ENGINEER INCLUDED SUPERVISING UNION WORK FORCE, ORDERING MATERIALS, PROCESSING PAY REQUISITIONS, SCHEDULING, AND NEGOTIATING CHANGE ORDERS. AS A PROJECT MANAGER, I TOOK ON THE RESPONSIBILITY OF ESTIMATING PROJECTS, COORDINATING SUBCONTRACTORS, IMPLEMENTING SAFETY GUIDELINES, AND OVERSEEING MULTIPLE PROJECTS AT A TIME. AS MANAGING MEMBER OF H & L CONTRACTING, I AM ALSO RESPONSIBLE FOR ALL THE OVERALL DIRECTION OF THE COMPANY, LOOKING FOR FUTURE OPPORTUNITIES, AND FINDING CONSTRUCTION MARKETS THAT WILL HELP INSURE COMPANY GROWTH AND FUTURE REVENUE.

EXPERIENCE:

MANAGING MEMBER, VILLAGE DOCK/H & L CONTRACTING, LLC 2008-PRESENT

- TOWN OF BABYLON – AMERICAN VENICE BRIDGES (7.2 MILLION)
- USACOE-DREDGING SALEM RIVER, NJ (2.7 MILLION)
- NYSDOT-6 BRIDGE REPAIR (13.5 MILLION)
- USACOE-LONG BEACH T-GROIN CONSTRUCTION (37.6 MILLION)
- NYSDOT-FLUSHING RIVER FENDERING SYSTEM (8.8 MILLION)
- NYSDOT-SCOUR CRITICAL BRIDGE IMPROVEMENTS (27.2 MILLION)
- USACOE-CONEY ISLAND T-GROIN CONSTRUCTION (25.2 MILLION)
- SUFFOLK COUNTY, DRAW BRIDGE REHABILITATION (8.2 MILLION)
- NYSDOT-3 BRIDGE REPAIR (5.1 MILLION)
- NYSDOT-HECKSHER STATE PARKWAY BRIDGE (8.4 MILLION)
- TOWN OF ISLIP- BULKHEAD CONSTRUCTION (2.4 MILLION)
- TOWN OF OYSTER BAY BULKHEAD (834,000)
- DREDGING STONY BROOK HARBOR (1.8 MILLION)
- DREDGING OF PLUM ISLAND AND ORIENT HARBOR (1.5 MILLION)
- NYSDOT-TEMP STEEEL SHEETING (1.8 MILLION)
- LIRR AMMOTT CULVERT (4.2 MILLION)
- NYSDOT OVERHEAD SIGN REPLACEMENT (1.7 MILLION)
- SUFFOLK COUNTY NISSEQUOGUE RIVER DREDGING (2 MILLION)
- NYC PARKS BARRETTO POINT PIER (1.4 MILLION)

PROJECT MANAGER, NEWBORN CONSTRUCTION 2005-2008

- LEAD PROJECTS END TO END
- TOWN OF OYSTER BAY TEDDY ROOSEVELT MARINA REHAB (7 MILLION)
- TOWN OF OYSTER BAY TAPPEN BEACH BOAT RAMP/BULKHEAD (2 MILLION)
- USACOE-ELDERS ISLAND MARSH REHABILITATION (2.6 MILLION)

- TOWN OF NEW HYDE PARK ROAD REHAB (1 MILLION)
- NYS DEC JACOBS SHIPYARD WOOD PIER (300,000)
- SUFFOLK COUNTY DREDGING OF STONY BROOK AND MOUNT SINAI HARBORS (1.3 MILLION)
- TILCON PORT WASHINGTON BULKHEAD (3.8 MILLION)
- TOWN OF PATCHOGUE/PATCHOGUE RIVER DREDGING (400,000)
- TOWN OF NORTH HEMPSTEAD MILL POND DREDGING (700,000)
- SUFFOLK COUNTY NISSEQUOGUE RIVER DREDGING (2 MILLION)
- KEYSPAN NORTHPORT POWER PLANT DREDGING (1.5 MILLION)
- NASSAU COUNTY WANTAGH PARK MARINA (4.8 MILLION)

2003-2005 - PROJECT ENGINEER

- BROOKHAVEN LANDFILL NEW CELL CONSTRUCTION (5 MILLION)
- BROOKHAVEN LANDFILL FORCE MAIN (250,000)
- NYS DOT 7 BRIDGES REHABILITATION (8 MILLION)
- NYS DOT RTE 25 CUTCHOGUE REHABILITATION (18 MILLION)

1998-2002 SUMMERS/WINTERS LABOR FORMAN

- LEAD UNION CREWS ON ROAD CONSTRUCTION PROJECTS (1 MILLION-27 MILLION)

LICENSES/CERTIFICATIONS

- US ARMY CORPS OF ENGINEERS CERTIFICATE OF CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS
- OSHA 30 HOUR CERTIFICATE - CONSTRUCTION INDUSTRY OUTREACH TRAINING

COUNTY OF NASSAU

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

1. Name of the Entity: H&L Contracting LLC

Address: 140 Adams Avenue Ste 14B

City: HAUPPAUGE State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

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

3. Type of Business: Ltd. Liability Co (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):

3 File(s) uploaded: Partnership structure.PDF, Updated Partnership Structure.pdf, doc01743420220201091226.pdf

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.

Keith Haney - [redacted]
Chris Haney - [redacted]
James K Haney - [redacted]

2 File(s) uploaded: Partnership structure.PDF, Updated Partnership Structure.pdf

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.

Please see attached Business Ownership structure

4 File(s) uploaded: JCKD-Jocar ownership.PDF, Ownership structure.PDF, Updated Corp structure for JCKD Materials.pdf, doc01941420220323094320.pdf

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

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

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

None

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by:
Chris Haney [CHANEY@HLCONTRACTINGLLC.COM]

Dated: 02/12/2024 08:36:37 am

Title: Member

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.

H&L CONTRACTING

140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Partnership Structure of H & L Contracting LLC

Keith Haney – Managing Member 33 1/3%

[redacted]

Christopher Haney – Member 33 1/3%

[redacted]

James K. Haney III – Member 33 1/3%

[redacted]

H&L CONTRACTING
140 Adams Avenue, Ste B14, Hauppauge, NY 11788
Phone: (631) 813-2266
Fax: (631) 813-2263

Partnership Structure of H & L Contracting, LLC.

Keith Haney – Managing Member 33 1/3%

[redacted]

Chris Haney – Member 33 1/3%

[redacted]

James K. Haney III – Member 33 1/3%

[redacted]

H & L CONTRACTING, LLC.

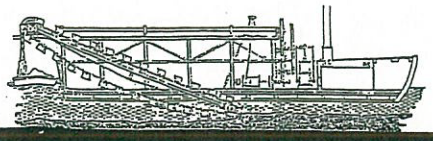
38 Homan Avenue, Bay Shore, NY 11706
Phone: 631-403-4911 • Fax: 631-928-4590

- Partnership Structure of H & L Contracting, LLC.

Keith Haney – Managing Partner 33 1/3% owner
[redacted]

Chris Haney –Partner 33 1/3% owner
[redacted]

James K. Haney III – Partner 33 1/3% owner
[redacted]



JCKD Materials Corp.

140 Adams Avenue, Ste B14, Hauppauge, NY 11788

JCKD Materials Corp.

President: James K. Haney III – 25% ownership

[redacted]

Vice President: Christopher Haney – 25% ownership

[redacted]

Sec/Treasurer: Keith Haney – 25% ownership

[redacted]

Jocar Asphalt, LLC.

Managing Member: James K. Haney III

[redacted]

Member: Chrisopher Haney

[redacted]

Member: Keith Haney

[redacted]

Business Ownership Structure

As of March 23, 2022

H&L Contracting LLC	Relationship	Nassau County Participation
H&L Towing	Affiliated company with common owners	No participation on construction contracts
Village Dock Contracting Inc.	Affiliated company with common owners	No participation on construction contracts
North Columbia Street LLC	Affiliated company with common owners	No participation on construction contracts
JCK Leasing Inc.	Affiliated company with common owners	No participation on construction contracts
Ocean Hampton LLC	Affiliated company with common owners	No participation on construction contracts
Suffolk Asphalt Supply Inc.	Affiliated company with common owners	No participation on construction contracts
JCK3 Inc	Affiliated company with common owners	No participation on construction contracts
38 Homan Avenue LLC	Common ownership in partner wih others	No participation on construction contracts
Anglers Edge Inc.	Common ownership in partner wih others	No participation on construction contracts
Village Dock Inc.	Affiliated company with common owners	No participation on construction contracts
JCKD Materials Corp.	Common ownership in partner wih others	No participation on construction contracts
Rason Materials Inc.	Common ownership in partner wih others	Maybe participating in construction contracts
Jocar	Common ownership in partner wih others	Maybe participating in construction contracts

Minority Interests		
Gibson and Cushman Contracting LLC	Affiliated company with common owners	No participation on construction contracts
Kings Park Materials LLC	Common ownership in partner wih others	Maybe participating in construction contracts
Kings Park Emulsion LLC	Common ownership in partner wih others	Maybe participating in construction contracts
Kings Park Recycling LLC	Common ownership in partner wih others	Maybe participating in construction contracts
133 Old Northport Road LLC	Common ownership in partner wih others	No participation on construction contracts
133B Old Northport Road LLC	Common ownership in partner wih others	No participation on construction contracts
135 Old Northport Road LLC	Common ownership in partner wih others	No participation on construction contracts
137 Old Northport Road LLC	Affiliated company with common owners	No participation on construction contracts
139 Old Northport Road LLC	Affiliated company with common owners	No participation on construction contracts
MPJ Holdings LLC	Affiliated company with common owners	No participation on construction contracts
S&P Realty of L.I. Inc.	Affiliated company with common owners	No participation on construction contracts
Scatt Materials Corp.	Common ownership in partner wih others	Maybe participating in construction contracts
Z&P Realty of L.I. Inc.	Common ownership in partner wih others	No participation on construction contracts

JCKD Materials Corp.

15 N.Columbia Street, Port Jefferson, New York 11777

JCKD Material Corp.

President : James K. Haney- 25% Ownership
[redacted]

Vice President: Christopher Haney-25% Ownership
[redacted]

Sec/Trea: Keith Haney-25% Ownership
[redacted]

JCKD Materials owns 50% of Jocar Asphalt, LLC., PO Box 530, Old Bethpage, NY 11804

Jocar Asphalt, LLC.

Managing Member: James K. Haney
[redacted]

Member: Christopher Haney
[redacted]

Member: Keith Haney
[redacted]

VILLAGE DOCK CONTRACTING, INC.

15 North Columbia Street, Port Jefferson, NY 11777
Phone: 631-928-4104 Fax: 631- 928-4590

VILLAGE DOCK, INC.

President: Peter Hough [redacted]

V.P.: Chris Haney

Sec-Tres: Keith Haney

- Village Dock, Inc. is 100% owned by Village Dock Contracting, Inc.
  15 North Columbia Street
  Port Jefferson, New York 11777

- **Corporate Structure of Village Dock Contracting, Inc.**

  [redacted]Keith Haney – President 33 1/3 % owner
  [redacted]

  [redacted]hris Haney – V.P. 33 1/3 % owner
  [redacted]

  [redacted]James Haney – Sec-Tres 33 1/3 % owner
  [redacted]

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

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

FROM: Department of Public Works

DATE: November 6, 2023

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	H61587-PR12
Title:	Priority Resurfacing Phase 12
Engineer's Estimate:	$ 7,686,125.00
BIDS RECEIVED ON:	October 31, 2023

The bids received for the above referenced contract have been examined and the bid submitted by H&L Contracting LLC in the amount of $6,023,079.00 is acceptable as the lowest bid (see the attached bid tabulation).

The low bid by H&L Contracting LLC is 21.64% below the engineer's estimate. Adequate funding is available (Capital Project number 61587).

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

Kenneth G. Arnold
Commissioner

KGA:TMG:jd
Attachments
c: Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Vivian Toscano, Civil Engineer III
Daniel Wong, Civil Engineer II

APPROVED:

11/16/23

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Priority Resurfacing Phase 12
Bid Analysis
November 2, 2023

				Engineers Estimate			H & L Contracting					Tully Construction Co., Inc.					Pratt Brothers, Inc.					Metro Paving LLC					Posillico Civil, Inc.					JR CRUZ Corp.				
Item No.	Item Name	Unit	Quantity	Unit Price	Total	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item
**1X	Clearing and Grubbing	SY	40	$ 50.00	$ 2,000.00	$ 0.01	$ 0.40	$ (1,999.60)	-100%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 5.00	$ 200.00	$ (1,800.00)	-90%	
**2	Unclassified Excavation	CY	120	$ 100.00	$ 12,000.00	$ 25.00	$ 3,000.00	$ (9,000.00)	-75%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 50.00	$ 6,000.00	$ (6,000.00)	-50%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 100.00	$ 12,000.00	$ -	0%	
**3	Trench, Culvert and Bridge Excavation	CY	40	$ 40.00	$ 1,600.00	$ 0.01	$ 0.40	$ (1,599.60)	-100%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 20.00	$ 800.00	$ (800.00)	-50%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 150.00	$ 6,000.00	$ 4,400.00	275%	
**4A	Cement Concrete Breaking (Pavement)	SY	80	$ 14.00	$ 1,120.00	$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 4.00	$ 320.00	$ (800.00)	-71%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 100.00	$ 8,000.00	$ 6,880.00	614%	
***4B	Cement Concrete Breaking (Structures)	CY	20	$ 45.00	$ 900.00	$ 0.01	$ 0.20	$ (899.80)	-100%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 4.00	$ 80.00	$ (820.00)	-91%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 500.00	$ 10,000.00	$ 9,100.00	1011%	
**5C	Selected Fill	CY	120	$ 30.00	$ 3,600.00	$ 3.00	$ 360.00	$ (3,240.00)	-90%		$ 15.00	$ 1,800.00	$ (1,800.00)	-50%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 90.00	$ 10,800.00	$ 7,200.00	200%	
**7	Preparing Fine Grade	SY	80	$ 5.00	$ 400.00	$ 0.01	$ 0.80	$ (399.20)	-100%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 50.00	$ 4,000.00	$ 3,600.00	900%	
**12DIP-12	Ductile Iron Culvert Pipe-12" Diameter	LF	50	$ 100.00	$ 5,000.00	$ 100.00	$ 5,000.00	$ -	0%		$ 70.00	$ 3,500.00	$ (1,500.00)	-30%		$ 1.00	$ 50.00	$ (4,950.00)	-99%		$ 50.00	$ 2,500.00	$ (2,500.00)	-50%		$ 1.00	$ 50.00	$ (4,950.00)	-99%		$ 300.00	$ 15,000.00	$ 10,000.00	200%	
**12DIP-14	Ductile Iron Culvert Pipe-14" Diameter	LF	50	$ 120.00	$ 6,000.00	$ 110.00	$ 5,500.00	$ (500.00)	-8%		$ 80.00	$ 4,000.00	$ (2,000.00)	-33%		$ 1.00	$ 50.00	$ (5,950.00)	-99%		$ 100.00	$ 5,000.00	$ (1,000.00)	-17%		$ 1.00	$ 50.00	$ (5,950.00)	-99%		$ 350.00	$ 17,500.00	$ 11,500.00	192%	
12H	Cleaning Existing Drainage System	LF	5000	$ 6.00	$ 30,000.00	$ 0.50	$ 2,500.00	$ (27,500.00)	-92%		$ 5.65	$ 28,250.00	$ (1,750.00)	-6%		$ 1.00	$ 5,000.00	$ (25,000.00)	-83%		$ 1.00	$ 5,000.00	$ (25,000.00)	-83%		$ 5.00	$ 25,000.00	$ (5,000.00)	-17%		$ 6.00	$ 30,000.00	$ -	0%	
12H-X	Cleaning Existing Catch Basin	EA	325	$ 900.00	$ 292,500.00	$ 350.00	$ 113,750.00	$ (178,750.00)	-61%	MAJOR	$ 50.00	$ 16,250.00	$ (276,250.00)	-94%		$ 585.00	$ 190,125.00	$ (102,375.00)	-35%	MAJOR	$ 650.00	$ 211,250.00	$ (81,250.00)	-28%	MAJOR	$ 850.00	$ 276,250.00	$ (16,250.00)	-6%	MAJOR	$ 500.00	$ 162,500.00	$ (130,000.00)	-44%	MAJOR
**13A	Catch Basins	LF	10	$ 1,600.00	$ 16,000.00	$ 0.01	$ 0.10	$ (15,999.90)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 100.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 2,800.00	$ 28,000.00	$ 12,000.00	75%	
**13B	Manholes	CY	10	$ 1,600.00	$ 16,000.00	$ 0.01	$ 0.10	$ (15,999.90)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 100.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 2,800.00	$ 28,000.00	$ 12,000.00	75%	
**14	Connections to Existing Drainage Facilities	EA	5	$ 1,500.00	$ 7,500.00	$ 108.80	$ 544.00	$ (6,956.00)	-93%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 2,500.00	$ 12,500.00	$ 5,000.00	67%	
**15	Altering Catch Basins	EA	20	$ 2,500.00	$ 50,000.00	$ 4,000.00	$ 80,000.00	$ 30,000.00	60%		$ 200.00	$ 4,000.00	$ (46,000.00)	-92%		$ 1.00	$ 20.00	$ (49,980.00)	-100%		$ 1,800.00	$ 36,000.00	$ (14,000.00)	-28%		$ 1.00	$ 20.00	$ (49,980.00)	-100%		$ 1,250.00	$ 25,000.00	$ (25,000.00)	-50%	
15X	Rehabilitation of Catch Basin	EA	5	$ 2,500.00	$ 12,500.00	$ 1,500.00	$ 7,500.00	$ (5,000.00)	-40%		$ 2,500.00	$ 12,500.00	$ -	0%		$ 4,000.00	$ 20,000.00	$ 7,500.00	60%		$ 6,000.00	$ 30,000.00	$ 17,500.00	140%		$ 3,800.00	$ 19,000.00	$ 6,500.00	52%		$ 2,100.00	$ 10,500.00	$ (2,000.00)	-16%	
16X	Altering Brick Manholes	EA	40	$ 1,200.00	$ 48,000.00	$ 1,500.00	$ 60,000.00	$ 12,000.00	25%		$ 250.00	$ 10,000.00	$ (38,000.00)	-79%		$ 10.00	$ 400.00	$ (47,600.00)	-99%		$ 1,500.00	$ 60,000.00	$ 12,000.00	25%		$ 2,100.00	$ 84,000.00	$ 36,000.00	75%		$ 800.00	$ 32,000.00	$ (16,000.00)	-33%	
**17A	Class A Concrete For Structures	CY	10	$ 800.00	$ 8,000.00	$ 100.00	$ 1,000.00	$ (7,000.00)	-88%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 2,250.00	$ 22,500.00	$ 14,500.00	181%	
**24	Cement Concrete Pavement	CY	20	$ 800.00	$ 16,000.00	$ 200.00	$ 4,000.00	$ (12,000.00)	-75%		$ 50.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 20.00	$ (15,980.00)	-100%		$ 700.00	$ 14,000.00	$ (2,000.00)	-13%		$ 1.00	$ 20.00	$ (15,980.00)	-100%		$ 1,000.00	$ 20,000.00	$ 4,000.00	25%	
**24V	Concrete Valley Gutter	CY	25	$ 1,000.00	$ 25,000.00	$ 900.00	$ 22,500.00	$ (2,500.00)	-10%		$ 100.00	$ 2,500.00	$ (22,500.00)	-90%		$ 1.00	$ 25.00	$ (24,975.00)	-100%		$ 800.00	$ 20,000.00	$ (5,000.00)	-20%		$ 1.00	$ 25.00	$ (24,975.00)	-100%		$ 1,250.00	$ 31,250.00	$ 6,250.00	25%	
26	Concrete Curb	LF	1300	$ 55.00	$ 71,500.00	$ 48.00	$ 62,400.00	$ (9,100.00)	-13%		$ 25.00	$ 32,500.00	$ (39,000.00)	-55%		$ 48.00	$ 62,400.00	$ (9,100.00)	-13%		$ 49.00	$ 63,700.00	$ (7,800.00)	-11%		$ 120.00	$ 156,000.00	$ 84,500.00	118%	MAJOR	$ 100.00	$ 130,000.00	$ 58,500.00	82%	
32GI	Monolithic Concrete Curb and Gutter	LF	325	$ 80.00	$ 26,000.00	$ 80.00	$ 26,000.00	$ -	0%		$ 40.00	$ 13,000.00	$ (13,000.00)	-50%		$ 47.00	$ 15,275.00	$ (10,725.00)	-41%		$ 136.00	$ 44,200.00	$ 18,200.00	70%		$ 136.00	$ 44,200.00	$ 18,200.00	70%		$ 150.00	$ 48,750.00	$ 22,750.00	88%	
27	Cement Concrete Sidewalk	SF	2500	$ 18.00	$ 45,000.00	$ 19.00	$ 47,500.00	$ 2,500.00	6%		$ 10.00	$ 25,000.00	$ (20,000.00)	-44%		$ 20.00	$ 50,000.00	$ 5,000.00	11%		$ 15.00	$ 37,500.00	$ (7,500.00)	-17%		$ 46.00	$ 115,000.00	$ 70,000.00	156%	MAJOR	$ 15.00	$ 37,500.00	$ (7,500.00)	-17%	
27DW	Dectectable Warning Surface	SF	160	$ 55.00	$ 8,800.00	$ 50.00	$ 8,000.00	$ (800.00)	-9%		$ 35.00	$ 5,600.00	$ (3,200.00)	-36%		$ 50.00	$ 8,000.00	$ (800.00)	-9%		$ 40.00	$ 6,400.00	$ (2,400.00)	-27%		$ 55.00	$ 8,800.00	$ -	0%		$ 30.00	$ 4,800.00	$ (4,000.00)	-45%	
28	Cement Concrete Driveways and Driveway Aprons	SF	280	$ 20.00	$ 5,600.00	$ 26.65	$ 7,462.00	$ 1,862.00	33%		$ 15.00	$ 4,200.00	$ (1,400.00)	-25%		$ 27.00	$ 7,560.00	$ 1,960.00	35%		$ 22.00	$ 6,160.00	$ 560.00	10%		$ 60.00	$ 16,800.00	$ 11,200.00	200%		$ 30.00	$ 8,400.00	$ 2,800.00	50%	
29	Driveway Restoration	SF	160	$ 15.00	$ 2,400.00	$ 4.00	$ 640.00	$ (1,760.00)	-73%		$ 1.00	$ 160.00	$ (2,240.00)	-93%		$ 1.00	$ 160.00	$ (2,240.00)	-93%		$ 3.00	$ 480.00	$ (1,920.00)	-80%		$ 25.00	$ 4,000.00	$ 1,600.00	67%		$ 35.00	$ 5,600.00	$ 3,200.00	133%	
**30	Metal Reinforcement For Concrete Pavement	SY	1600	$ 10.00	$ 16,000.00	$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 0.50	$ 800.00	$ (15,200.00)	-95%		$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 0.25	$ 400.00	$ (15,600.00)	-98%		$ 22.00	$ 35,200.00	$ 19,200.00	120%	
**31	Transverse Joint Supports	LF	400	$ 14.00	$ 5,600.00	$ 0.01	$ 4.00	$ (5,596.00)	-100%		$ 0.50	$ 200.00	$ (5,400.00)	-96%		$ 1.00	$ 400.00	$ (5,200.00)	-93%		$ 1.00	$ 400.00	$ (5,200.00)	-93%		$ 0.25	$ 100.00	$ (5,500.00)	-98%		$ 20.00	$ 8,000.00	$ 2,400.00	43%	
**32A	Longitudinal Joint Ties (Pavement)	LF	200	$ 13.00	$ 2,600.00	$ 0.01	$ 2.00	$ (2,598.00)	-100%		$ 0.50	$ 100.00	$ (2,500.00)	-96%		$ 1.00	$ 200.00	$ (2,400.00)	-92%		$ 1.00	$ 200.00	$ (2,400.00)	-92%		$ 0.25	$ 50.00	$ (2,400.00)	-92%		$ 35.00	$ 7,000.00	$ 4,400.00	169%	
**32X	Joint Ties (Grout Type)	LF	200	$ 15.00	$ 3,000.00	$ 0.01	$ 2.00	$ (2,998.00)	-100%		$ 0.50	$ 100.00	$ (2,900.00)	-97%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 35.00	$ 7,000.00	$ 4,000.00	133%	
**32X-1	Load Transfer Device For Cement Concrete Pavement Repairs	EA	800	$ 16.00	$ 12,800.00	$ 0.01	$ 8.00	$ (12,792.00)	-100%		$ 0.50	$ 400.00	$ (12,400.00)	-97%		$ 1.00	$ 800.00	$ (12,000.00)	-94%		$ 1.00	$ 800.00	$ (12,000.00)	-94%		$ 0.25	$ 200.00	$ (12,600.00)	-98%		$ 35.00	$ 28,000.00	$ 15,200.00	119%	
**33	Bar Reinforcement for Structures	LB	800	$ 3.00	$ 2,400.00	$ 0.01	$ 8.00	$ (2,392.00)	-100%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 0.25	$ 200.00	$ (2,200.00)	-92%		$ 2.00	$ 1,600.00	$ (800.00)	-33%	
34	Miscellaneous Metals	LB	28000	$ 1.50	$ 42,000.00	$ 0.10	$ 2,800.00	$ (39,200.00)	-93%		$ 0.05	$ 1,400.00	$ (40,600.00)	-97%		$ 0.20	$ 5,600.00	$ (36,400.00)	-87%		$ 0.20	$ 5,600.00	$ (36,400.00)	-87%		$ 1.25	$ 35,000.00	$ (7,000.00)	-17%		$ 2.00	$ 56,000.00	$ 14,000.00	33%	
35	Resetting Guide Railing	LF	40	$ 50.00	$ 2,000.00	$ 10.00	$ 400.00	$ (1,600.00)	-80%		$ 40.00	$ 1,600.00	$ (400.00)	-20%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 40.00	$ 1,600.00	$ (400.00)	-20%		$ 100.00	$ 4,000.00	$ 2,000.00	100%		$ 300.00	$ 12,000.00	$ 10,000.00	500%	
36CX	Asphalt Concrete Truing and Leveling Course TYPE 1A (For Cracks in Asphalt Pavement)	TON	200	$ 140.00	$ 28,000.00	$ 75.00	$ 15,000.00	$ (13,000.00)	-46%		$ 173.00	$ 34,600.00	$ 6,600.00	24%		$ 1.00	$ 200.00	$ (27,800.00)	-99%		$ 70.00	$ 14,000.00	$ (14,000.00)	-50%		$ 125.00	$ 25,000.00	$ (3,000.00)	-11%		$ 175.00	$ 35,000.00	$ 7,000.00	25%	
36DRAR	Rut Avoidance Asphalt Concrete TYPE 1A (Top RA Resurfacing)	TON	28000	$ 130.00	$ 3,640,000.00	$ 122.00	$ 3,416,000.00	$ (224,000.00)	-6%	MAJOR	$ 173.00	$ 4,844,000.00	$ 1,204,000.00	33%	MAJOR	$ 127.75	$ 3,577,000.00	$ (63,000.00)	-2%	MAJOR	$ 122.00	$ 3,416,000.00	$ (224,000.00)	-6%	MAJOR	$ 125.00	$ 3,500,000.00	$ (140,000.00)	-4%	MAJOR	$ 165.50	$ 4,634,000.00	$ 994,000.00	27%	MAJOR
*42-1	Concrete Median Barrier	LF	20	$ 100.00	$ 2,000.00	$ 10.00	$ 200.00	$ (1,800.00)	-90%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 50.00	$ 1,000.00	$ (1,000.00)	-50%		$ 150.00	$ 3,000.00	$ 1,000.00	50%	
*42-2	Concrete Median Barrier End Section	EA	2	$ 500.00	$ 1,000.00	$ 100.00	$ 200.00	$ (800.00)	-80%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 750.00	$ 1,500.00	$ 500.00	50%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 3,500.00	$ 7,000.00	$ 6,000.00	600%	
*42-3	Half Section Concrete Barrier	LF	20	$ 100.00	$ 2,000.00	$ 10.00	$ 200.00	$ (1,800.00)	-90%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 100.00	$ 2,000.00	$ -	0%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 500.00	$ 10,000.00	$ 8,000.00	400%	
*42-4	Half Section Concrete Barrier End Section	EA	2	$ 500.00	$ 1,000.00	$ 100.00	$ 200.00	$ (800.00)	-80%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 750.00	$ 1,500.00	$ 500.00	50%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1,850.00	$ 3,700.00	$ 2,700.00	270%	
**58A	Saw Cutting Existing Non-Roadway Asphalt	LF	80	$ 4.00	$ 320.00	$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 5.00	$ 400.00	$ 80.00	25%	
**58RPC	Saw Cutting Existing Roadway Pavement & Concrete	LF	1600	$ 6.00	$ 9,600.00	$ 4.00	$ 6,400.00	$ (3,200.00)	-33%		$ 3.00	$ 4,800.00	$ (4,800.00)	-50%		$ 5.50	$ 8,800.00	$ (800.00)	-8%		$ 1.00	$ 1,600.00	$ (8,000.00)	-83%		$ 0.10	$ 160.00	$ (9,440.00)	-98%		$ 3.50	$ 5,600.00	$ (4,000.00)	-42%	
102D	Flashing Arrow Board	DAY	325	$ 30.00	$ 9,750.00	$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 20.00	$ 6,500.00	$ (3,250.00)	-33%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 50.00	$ 16,250.00	$ 6,500.00	67%	
102PVMS	Portable Variable Message Sign	DAY	400	$ 50.00	$ 20,000.00	$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 20.00	$ 8,000.00	$ (12,000.00)	-60%		$ 20.00	$ 8,000.00	$ (12,000.00)	-60%		$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 100.00	$ 40,000.00	$ 20,000.00	100%	
102X	Work Zone Traffic Control (Day)	DAY	80	$ 1,000.00	$ 80,000.00	$ 1.00	$ 80.00	$ (79,920.00)	-100%		$ 5.00	$ 400.00	$ (79,600.00)	-100%		$ 1.00	$ 80.00	$ (79,920.00)	-100%		$ 1,000.00	$ 80,000.00	$ -	0%		$ 5.00	$ 400.00	$ (79,600.00)	-100%		$ 5,000.00	$ 400,000.00	$ 320,000.00	400%	MAJOR
102Y	Work Zone Traffic Control (Night)	DAY	60	$ 1,300.00	$ 78,000.00	$ 1.00	$ 60.00	$ (77,940.00)	-100%		$ 5.00	$ 300.00	$ (77,700.00)	-100%		$ 1.00	$ 60.00	$ (77,940.00)	-100%		$ 2,500.00	$ 150,000.00	$ 72,000.00	92%	MAJOR	$ 5.00	$ 300.00	$ (77,700.00)	-100%		$ 10,000.00	$ 600,000.00	$ 522,000.00	669%	MAJOR
111	Removal and Replacement of Pavements	SY	120	$ 100.00	$ 12,000.00	$ 5.00	$ 600.00	$ (11,400.00)	-95%		$ 100.00	$ 12,000.00	$ (108,000.00)	-90%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 500.00	$ 60,000.00	$ 48,000.00	400%	
112	Adjusting Manholes	EA	80	$ 250.00	$ 20,000.00	$ 100.00	$ 8,000.00	$ (12,000.00)	-60%		$ 1.00	$ 80.00	$ (19,920.00)	-100%		$ 10.00	$ 800.00	$ (19,200.00)	-96%		$ 300.00	$ 24,000.00	$ 4,000.00	20%		$ 300.00	$ 24,000.00	$ 4,000.00	20%		$ 700.00	$ 56,000.00	$ 36,000.00	180%	
114	Adjustment of Water Valve Box Elevation	EA	240	$ 75.00	$ 18,000.00	$ 47.00	$ 11,280.00	$ (6,720.00)	-37%		$ 10.00	$ 2,400.00	$ (15,600.00)	-87%		$ 50.00	$ 12,000.00	$ (6,000.00)	-33%		$ 50.00	$ 12,000.00	$ (6,000.00)	-33%		$ 100.00	$ 24,000.00	$ 6,000.00	33%		$ 500.00	$ 120,000.00	$ 102,000.00	567%	
115	Butt Joints	LF	4200	$ 5.00	$ 21,000.00	$ 0.01	$ 42.00	$ (20,958.00)	-100%		$ 1.00	$ 4,200.00	$ (16,800.00)	-80%		$ 0.25	$ 1,050.00	$ (19,950.00)	-95%		$ 1.00	$ 4,200.00	$ (16,800.00)	-80%		$ 15.00	$ 63,000.00	$ 42,000.00	200%		$ 5.00	$ 21,000.00	$ -	0%	
116A	Profiling and Removal of Asphalt Pavement	SY	300000	$ 5.00	$ 1,500,000.00	$ 3.50	$ 1,050,000.00	$ (450,000.00)	-30%	MAJOR	$ 0.50	$ 150,000.00	$ (1,350,000.00)	-90%	MAJOR	$ 4.00	$ 1,200,000.00	$ (300,000.00)	-20%	MAJOR	$ 4.20	$ 1,260,000.00	$ (240,000.00)	-16%	MAJOR	$ 4.10	$ 1,230,000.00	$ (270,000.00)	-18%	MAJOR	$ 6.75	$ 2,025,000.00	$ 525,000.00	35%	MAJOR
**116C	Profiling and Removal of Concrete Pavement	SY	80	$ 12.00	$ 960.00	$ 4.00	$ 320.00	$ (640.00)	-67%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 5.00	$ 400.00	$ (560.00)	-58%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 150.00	$ 12,000.00	$ 11,040.00	1150%	
**121	Dry Bound Base Course	CY	80	$ 30.00	$ 2,400.00	$ 5.00	$ 400.00	$ (2,000.00)	-83%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 12.00	$ 960.00	$ (1,440.00)	-60%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 100.00	$ 8,000.00	$ 5,600.00	233%	
**122	Test Holes	EA	2	$ 800.00	$ 1,600.00	$ 500.00	$ 1,000.00	$ (600.00)	-38%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 300.00	$ 600.00	$ (1,000.00)	-63%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 2,500.00	$ 5,000.00	$ 3,400.00	213%	
**129	Cement Concrete For Pavement Repairs	CY	20	$ 900.00	$ 18,000.00	$ 500.00	$ 10,000.00	$ (8,000.00)	-44%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 200.00	$ 4,000.00	$ (14,000.00)	-78%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 850.00	$ 17,000.00	$ (1,000.00)	-6%	
132	Plowable Raised Reflectorized Pavement Markers	EA	100	$ 150.00	$ 15,000.00	$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 100.00	$ 10,000.00	$ (5,000.00)	-33%		$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 125.00	$ 12,500.00	$ (2,500.00)	-17%		$ 150.00	$ 15,000.00	$ -	0%	
**133A	Cleaning and Resealing of Longitudinal Joints in Portland Cement Concrete Pavement	LF	400	$ 10.00	$ 4,000.00	$ 2.00	$ 800.00	$ (3,200.00)	-80%		$ 1.00	$ 400.00	$ (3,600.00)	-90%		$ 10.00	$ 4,000.00	$ -	0%		$ 10.00	$ 4,000.00	$ -	0%		$ 1.00	$ 400.00	$ (3,600.00)	-90%		$ 19.00	$ 7,600.00	$ 3,600.00	90%	
**133B	Sealing of Transverse Joints in Cement Concrete Pavement	LF	80	$ 10.00	$ 800.00	$ 2.00	$ 160.00	$ (640.00)	-80%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 10.00	$ 800.00	$ -	0%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 25.00	$ 2,000.00	$ 1,200.00	150%	
133X	Clean and Fill Joints and Cracks	LS	1	$ 80,000.00	$ 80,000.00	$ 573.00	$ 573.00	$ (79,427.00)	-99%		$ 5,000.00	$ 5,000.00	$ (75,000.00)	-94%		$ 1.00	$ 1.00	$ (79,999.00)	-100%		$ 15,000.00	$ 15,000.00	$ (65,000.00)	-81%		$ 175,000.00	$ 175,000.00	$ 95,000.00	119%	MAJOR	$ 25,000.00	$ 25,000.00	$ (55,000.00)	-69%	
136S	Survey Stakeout (PER DAY)	DAY	20	$ 2,000.00	$ 40,000.00	$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 60.00	$ 1,200.00	$ (38,800.00)	-97%		$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 100.00	$ 2,000.00	$ (38,000.00)	-95%		$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 2,700.00	$ 54,000.00	$ 14,000.00	35%	
**137	Remove Existing Traffic Markings	LF	800	$ 4.00	$ 3,200.00	$ 3.50	$ 2,800.00	$ (400.00)	-13%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 3.50	$ 2,800.00	$ (400.00)	-13%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 4.00	$ 3,200.00	$ -	0%	
**138	Asphalt Joint Repairs	SY	200	$ 40.00	$ 8,000.00	$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 50.00	$ 10,000.00	$ 2,000.00	25%		$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 5.00	$ 1,000.00	$ (7,000.00)	-88%		$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 30.00	$ 6,000.00	$ (2,000.00)	-25%	
141B	Silt Protection for Surface Inlet Drainage Structures	EA	180	$ 200.00	$ 36,000.00	$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 200.00	$ 36,000.00	$ -	0%		$ 250.00	$ 45,000.00	$ 9,000.00	25%	
141C	Silt Protection for Curb Inlet Drainage Structures	EA	180	$ 200.00	$ 36,000.00	$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 200.00	$ 36,000.00	$ -	0%		$ 250.00	$ 45,000.00	$ 9,000.00	25%	
**150	Box Beam Guide Railing	LF	20	$ 100.00	$ 2,000.00	$ 0.50	$ 10.00	$ (1,990.00)	-100%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 20.00

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Kenneth G. Arnold, Commissioner

FROM: Thomas M. George, Deputy Commissioner

DATE: November 6, 2023

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number: H61587-PR12

Title: Priority Resurfacing Phase 12

Engineer's Estimate: $ 7,686,125.00

BIDS RECEIVED ON: October 31, 2023

The Bids received for the above referenced contract have been examined, as tabulated in the bid comparison (attached). The bid submitted by H&L Contracting LLC, in the amount of $6,023,079.00 is acceptable as the lowest responsible bidder.

The low bid by H&L Contracting LLC is 21.64% below the engineer's estimate. Adequate funding is available (Capital Project number 61587). After reviewing all documentation submitted by the contractor, it was found that H&L Contracting LLC meets the required goals for this project. Therefore, it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Thomas M. George

Thomas M. George
Deputy Commissioner

TMG:jd
Attachments
c: Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio Jr., Superintendent of Highway and Drainage Construction
Vivian Toscano, Civil Engineer III
Daniel Wong, Civil Engineer II

H61587-PR12 - General Contracting

Nassau County Priority Resurfacing of Various Roads - Phase 12

Bid Opening: 10/31/2023

Engineer: Daniel Wong **Phone:** (516) 571-6886

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
H & L Contracting, LLC	140 Adams Ave Suite B14 Hauppauge, NY 11788	Arch Insurance Company	10% of Bid Amount	$6,023,079.00	$0.00
Tully Construction Co., Inc.	127-50 Northern Blvd Flushing, NY 11368	Federal Insurance Company	10% of Bid Amount	$6,195,837.00	$0.00
Pratt Brothers, Inc.	333 Marcus Blvd Hauppauge, NY 11788	Philadelphia Indemnity Insuranc	10% of Bid Amount	$6,239,430.44	$0.00
Metro Paving LLC	500 Patton Avenue West Babylon, NY 11704-1417	Liberty Mutual Insurance Comp	10% of Bid Amount	$6,655,082.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% of Bid Amount	$6,979,843.00	$0.00
JR CRUZ Corp.	33 West Main Street Holmdel, NJ 07733	Liberty Mutual Insurance Comp	10% of Bid Amount	$10,480,520.00	$0.00

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

Priority Resurfacing Phase 12
Bid Analysis
November 2, 2023

				Engineers Estimate			H & L Contracting					Tully Construction Co., Inc.					Pratt Brothers, Inc.					Metro Paving LLC					Posillico Civil, Inc.					JR CRUZ Corp.				
Item No.	Item Name	Unit	Quantity	Unit Price	Total	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item	Unit Price	Total Cost	Total Cost Difference from	Unit Price % difference from	Major Item
**1X	Clearing and Grubbing	SY	40	$ 50.00	$ 2,000.00	$ 0.01	$ 0.40	$ (1,999.60)	-100%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 5.00	$ 200.00	$ (1,800.00)	-90%	
**2	Unclassified Excavation	CY	120	$ 100.00	$ 12,000.00	$ 25.00	$ 3,000.00	$ (9,000.00)	-75%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 50.00	$ 6,000.00	$ (6,000.00)	-50%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 100.00	$ 12,000.00	$ -	0%	
**3	Trench, Culvert and Bridge Excavation	CY	40	$ 40.00	$ 1,600.00	$ 0.01	$ 0.40	$ (1,599.60)	-100%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 20.00	$ 800.00	$ (800.00)	-50%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 1.00	$ 40.00	$ (1,560.00)	-98%		$ 150.00	$ 6,000.00	$ 4,400.00	275%	
**4A	Cement Concrete Breaking (Pavement)	SY	80	$ 14.00	$ 1,120.00	$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 4.00	$ 320.00	$ (800.00)	-71%		$ 1.00	$ 80.00	$ (1,040.00)	-93%		$ 100.00	$ 8,000.00	$ 6,880.00	614%	
***4B	Cement Concrete Breaking (Structures)	CY	20	$ 45.00	$ 900.00	$ 0.01	$ 0.20	$ (899.80)	-100%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 4.00	$ 80.00	$ (820.00)	-91%		$ 1.00	$ 20.00	$ (880.00)	-98%		$ 500.00	$ 10,000.00	$ 9,100.00	1011%	
**5C	Selected Fill	CY	120	$ 30.00	$ 3,600.00	$ 3.00	$ 360.00	$ (3,240.00)	-90%		$ 15.00	$ 1,800.00	$ (1,800.00)	-50%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 1.00	$ 120.00	$ (3,480.00)	-97%		$ 90.00	$ 10,800.00	$ 7,200.00	200%	
**7	Preparing Fine Grade	SY	80	$ 5.00	$ 400.00	$ 0.01	$ 0.80	$ (399.20)	-100%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 1.00	$ 80.00	$ (320.00)	-80%		$ 50.00	$ 4,000.00	$ 3,600.00	900%	
**12DIP-12	Ductile Iron Culvert Pipe-12" Diameter	LF	50	$ 100.00	$ 5,000.00	$ 100.00	$ 5,000.00	$ -	0%		$ 70.00	$ 3,500.00	$ (1,500.00)	-30%		$ 1.00	$ 50.00	$ (4,950.00)	-99%		$ 50.00	$ 2,500.00	$ (2,500.00)	-50%		$ 1.00	$ 50.00	$ (4,950.00)	-99%		$ 300.00	$ 15,000.00	$ 10,000.00	200%	
**12DIP-14	Ductile Iron Culvert Pipe-14" Diameter	LF	50	$ 120.00	$ 6,000.00	$ 110.00	$ 5,500.00	$ (500.00)	-8%		$ 80.00	$ 4,000.00	$ (2,000.00)	-33%		$ 1.00	$ 50.00	$ (5,950.00)	-99%		$ 100.00	$ 5,000.00	$ (1,000.00)	-17%		$ 1.00	$ 50.00	$ (5,950.00)	-99%		$ 350.00	$ 17,500.00	$ 11,500.00	192%	
12H	Cleaning Existing Drainage System	LF	5000	$ 6.00	$ 30,000.00	$ 0.50	$ 2,500.00	$ (27,500.00)	-92%		$ 5.65	$ 28,250.00	$ (1,750.00)	-6%		$ 1.00	$ 5,000.00	$ (25,000.00)	-83%		$ 1.00	$ 5,000.00	$ (25,000.00)	-83%		$ 5.00	$ 25,000.00	$ (5,000.00)	-17%		$ 6.00	$ 30,000.00	$ -	0%	
12H-X	Cleaning Existing Catch Basin	EA	325	$ 900.00	$ 292,500.00	$ 350.00	$ 113,750.00	$ (178,750.00)	-61%	MAJOR	$ 50.00	$ 16,250.00	$ (276,250.00)	-94%		$ 585.00	$ 190,125.00	$ (102,375.00)	-35%	MAJOR	$ 650.00	$ 211,250.00	$ (81,250.00)	-28%	MAJOR	$ 850.00	$ 276,250.00	$ (16,250.00)	-6%	MAJOR	$ 500.00	$ 162,500.00	$ (130,000.00)	-44%	MAJOR
**13A	Catch Basins	LF	10	$ 1,600.00	$ 16,000.00	$ 0.01	$ 0.10	$ (15,999.90)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 100.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 2,800.00	$ 28,000.00	$ 12,000.00	75%	
**13B	Manholes	CY	10	$ 1,600.00	$ 16,000.00	$ 0.01	$ 0.10	$ (15,999.90)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 100.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 10.00	$ (15,990.00)	-100%		$ 2,800.00	$ 28,000.00	$ 12,000.00	75%	
**14	Connections to Existing Drainage Facilities	EA	5	$ 1,500.00	$ 7,500.00	$ 108.80	$ 544.00	$ (6,956.00)	-93%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 1.00	$ 5.00	$ (7,495.00)	-100%		$ 2,500.00	$ 12,500.00	$ 5,000.00	67%	
**15	Altering Catch Basins	EA	20	$ 2,500.00	$ 50,000.00	$ 4,000.00	$ 80,000.00	$ 30,000.00	60%		$ 200.00	$ 4,000.00	$ (46,000.00)	-92%		$ 1.00	$ 20.00	$ (49,980.00)	-100%		$ 1,800.00	$ 36,000.00	$ (14,000.00)	-28%		$ 1.00	$ 20.00	$ (49,980.00)	-100%		$ 1,250.00	$ 25,000.00	$ (25,000.00)	-50%	
15X	Rehabilitation of Catch Basin	EA	5	$ 2,500.00	$ 12,500.00	$ 1,500.00	$ 7,500.00	$ (5,000.00)	-40%		$ 2,500.00	$ 12,500.00	$ -	0%		$ 4,000.00	$ 20,000.00	$ 7,500.00	60%		$ 6,000.00	$ 30,000.00	$ 17,500.00	140%		$ 3,800.00	$ 19,000.00	$ 6,500.00	52%		$ 2,100.00	$ 10,500.00	$ (2,000.00)	-16%	
16X	Altering Brick Manholes	EA	40	$ 1,200.00	$ 48,000.00	$ 1,500.00	$ 60,000.00	$ 12,000.00	25%		$ 250.00	$ 10,000.00	$ (38,000.00)	-79%		$ 10.00	$ 400.00	$ (47,600.00)	-99%		$ 1,500.00	$ 60,000.00	$ 12,000.00	25%		$ 2,100.00	$ 84,000.00	$ 36,000.00	75%		$ 800.00	$ 32,000.00	$ (16,000.00)	-33%	
**17A	Class A Concrete For Structures	CY	10	$ 800.00	$ 8,000.00	$ 100.00	$ 1,000.00	$ (7,000.00)	-88%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 1.00	$ 10.00	$ (7,990.00)	-100%		$ 2,250.00	$ 22,500.00	$ 14,500.00	181%	
**24	Cement Concrete Pavement	CY	20	$ 800.00	$ 16,000.00	$ 200.00	$ 4,000.00	$ (12,000.00)	-75%		$ 50.00	$ 1,000.00	$ (15,000.00)	-94%		$ 1.00	$ 20.00	$ (15,980.00)	-100%		$ 700.00	$ 14,000.00	$ (2,000.00)	-13%		$ 1.00	$ 20.00	$ (15,980.00)	-100%		$ 1,000.00	$ 20,000.00	$ 4,000.00	25%	
**24V	Concrete Valley Gutter	CY	25	$ 1,000.00	$ 25,000.00	$ 900.00	$ 22,500.00	$ (2,500.00)	-10%		$ 100.00	$ 2,500.00	$ (22,500.00)	-90%		$ 1.00	$ 25.00	$ (24,975.00)	-100%		$ 800.00	$ 20,000.00	$ (5,000.00)	-20%		$ 1.00	$ 25.00	$ (24,975.00)	-100%		$ 1,250.00	$ 31,250.00	$ 6,250.00	25%	
26	Concrete Curb	LF	1300	$ 55.00	$ 71,500.00	$ 48.00	$ 62,400.00	$ (9,100.00)	-13%		$ 25.00	$ 32,500.00	$ (39,000.00)	-55%		$ 48.00	$ 62,400.00	$ (9,100.00)	-13%		$ 49.00	$ 63,700.00	$ (7,800.00)	-11%		$ 120.00	$ 156,000.00	$ 84,500.00	118%	MAJOR	$ 100.00	$ 130,000.00	$ 58,500.00	82%	
32GI	Monolithic Concrete Curb and Gutter	LF	325	$ 80.00	$ 26,000.00	$ 80.00	$ 26,000.00	$ -	0%		$ 40.00	$ 13,000.00	$ (13,000.00)	-50%		$ 47.00	$ 15,275.00	$ (10,725.00)	-41%		$ 136.00	$ 44,200.00	$ 18,200.00	70%		$ 136.00	$ 44,200.00	$ 18,200.00	70%		$ 150.00	$ 48,750.00	$ 22,750.00	88%	
27	Cement Concrete Sidewalk	SF	2500	$ 18.00	$ 45,000.00	$ 19.00	$ 47,500.00	$ 2,500.00	6%		$ 10.00	$ 25,000.00	$ (20,000.00)	-44%		$ 20.00	$ 50,000.00	$ 5,000.00	11%		$ 15.00	$ 37,500.00	$ (7,500.00)	-17%		$ 46.00	$ 115,000.00	$ 70,000.00	156%	MAJOR	$ 15.00	$ 37,500.00	$ (7,500.00)	-17%	
27DW	Dectectable Warning Surface	SF	160	$ 55.00	$ 8,800.00	$ 50.00	$ 8,000.00	$ (800.00)	-9%		$ 35.00	$ 5,600.00	$ (3,200.00)	-36%		$ 50.00	$ 8,000.00	$ (800.00)	-9%		$ 40.00	$ 6,400.00	$ (2,400.00)	-27%		$ 55.00	$ 8,800.00	$ -	0%		$ 30.00	$ 4,800.00	$ (4,000.00)	-45%	
28	Cement Concrete Driveways and Driveway Aprons	SF	280	$ 20.00	$ 5,600.00	$ 26.65	$ 7,462.00	$ 1,862.00	33%		$ 15.00	$ 4,200.00	$ (1,400.00)	-25%		$ 27.00	$ 7,560.00	$ 1,960.00	35%		$ 22.00	$ 6,160.00	$ 560.00	10%		$ 60.00	$ 16,800.00	$ 11,200.00	200%		$ 30.00	$ 8,400.00	$ 2,800.00	50%	
29	Driveway Restoration	SF	160	$ 15.00	$ 2,400.00	$ 4.00	$ 640.00	$ (1,760.00)	-73%		$ 1.00	$ 160.00	$ (2,240.00)	-93%		$ 1.00	$ 160.00	$ (2,240.00)	-93%		$ 3.00	$ 480.00	$ (1,920.00)	-80%		$ 25.00	$ 4,000.00	$ 1,600.00	67%		$ 35.00	$ 5,600.00	$ 3,200.00	133%	
**30	Metal Reinforcement For Concrete Pavement	SY	1600	$ 10.00	$ 16,000.00	$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 0.50	$ 800.00	$ (15,200.00)	-95%		$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 1.00	$ 1,600.00	$ (14,400.00)	-90%		$ 0.25	$ 400.00	$ (15,600.00)	-98%		$ 22.00	$ 35,200.00	$ 19,200.00	120%	
**31	Transverse Joint Supports	LF	400	$ 14.00	$ 5,600.00	$ 0.01	$ 4.00	$ (5,596.00)	-100%		$ 0.50	$ 200.00	$ (5,400.00)	-96%		$ 1.00	$ 400.00	$ (5,200.00)	-93%		$ 1.00	$ 400.00	$ (5,200.00)	-93%		$ 0.25	$ 100.00	$ (5,500.00)	-98%		$ 20.00	$ 8,000.00	$ 2,400.00	43%	
**32A	Longitudinal Joint Ties (Pavement)	LF	200	$ 13.00	$ 2,600.00	$ 0.01	$ 2.00	$ (2,598.00)	-100%		$ 0.50	$ 100.00	$ (2,500.00)	-96%		$ 1.00	$ 200.00	$ (2,400.00)	-92%		$ 1.00	$ 200.00	$ (2,400.00)	-92%		$ 0.25	$ 50.00	$ (2,400.00)	-92%		$ 35.00	$ 7,000.00	$ 4,400.00	169%	
**32X	Joint Ties (Grout Type)	LF	200	$ 15.00	$ 3,000.00	$ 0.01	$ 2.00	$ (2,998.00)	-100%		$ 0.50	$ 100.00	$ (2,900.00)	-97%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 1.00	$ 200.00	$ (2,800.00)	-93%		$ 35.00	$ 7,000.00	$ 4,000.00	133%	
**32X-1	Load Transfer Device For Cement Concrete Pavement Repairs	EA	800	$ 16.00	$ 12,800.00	$ 0.01	$ 8.00	$ (12,792.00)	-100%		$ 0.50	$ 400.00	$ (12,400.00)	-97%		$ 1.00	$ 800.00	$ (12,000.00)	-94%		$ 1.00	$ 800.00	$ (12,000.00)	-94%		$ 0.25	$ 200.00	$ (12,600.00)	-98%		$ 35.00	$ 28,000.00	$ 15,200.00	119%	
**33	Bar Reinforcement for Structures	LB	800	$ 3.00	$ 2,400.00	$ 0.01	$ 8.00	$ (2,392.00)	-100%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 1.00	$ 800.00	$ (1,600.00)	-67%		$ 0.25	$ 200.00	$ (2,200.00)	-92%		$ 2.00	$ 1,600.00	$ (800.00)	-33%	
34	Miscellaneous Metals	LB	28000	$ 1.50	$ 42,000.00	$ 0.10	$ 2,800.00	$ (39,200.00)	-93%		$ 0.05	$ 1,400.00	$ (40,600.00)	-97%		$ 0.20	$ 5,600.00	$ (36,400.00)	-87%		$ 0.20	$ 5,600.00	$ (36,400.00)	-87%		$ 1.25	$ 35,000.00	$ (7,000.00)	-17%		$ 2.00	$ 56,000.00	$ 14,000.00	33%	
35	Resetting Guide Railing	LF	40	$ 50.00	$ 2,000.00	$ 10.00	$ 400.00	$ (1,600.00)	-80%		$ 40.00	$ 1,600.00	$ (400.00)	-20%		$ 1.00	$ 40.00	$ (1,960.00)	-98%		$ 40.00	$ 1,600.00	$ (400.00)	-20%		$ 100.00	$ 4,000.00	$ 2,000.00	100%		$ 300.00	$ 12,000.00	$ 10,000.00	500%	
36CX	Asphalt Concrete Truing and Leveling Course TYPE 1A (For Cracks in Asphalt Pavement)	TON	200	$ 140.00	$ 28,000.00	$ 75.00	$ 15,000.00	$ (13,000.00)	-46%		$ 173.00	$ 34,600.00	$ 6,600.00	24%		$ 1.00	$ 200.00	$ (27,800.00)	-99%		$ 70.00	$ 14,000.00	$ (14,000.00)	-50%		$ 125.00	$ 25,000.00	$ (3,000.00)	-11%		$ 175.00	$ 35,000.00	$ 7,000.00	25%	
36DRAR	Rut Avoidance Asphalt Concrete TYPE 1A (Top RA Resurfacing)	TON	28000	$ 130.00	$ 3,640,000.00	$ 122.00	$ 3,416,000.00	$ (224,000.00)	-6%	MAJOR	$ 173.00	$ 4,844,000.00	$ 1,204,000.00	33%	MAJOR	$ 127.75	$ 3,577,000.00	$ (63,000.00)	-2%	MAJOR	$ 122.00	$ 3,416,000.00	$ (224,000.00)	-6%	MAJOR	$ 125.00	$ 3,500,000.00	$ (140,000.00)	-4%	MAJOR	$ 165.50	$ 4,634,000.00	$ 994,000.00	27%	MAJOR
*42-1	Concrete Median Barrier	LF	20	$ 100.00	$ 2,000.00	$ 10.00	$ 200.00	$ (1,800.00)	-90%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 50.00	$ 1,000.00	$ (1,000.00)	-50%		$ 150.00	$ 3,000.00	$ 1,000.00	50%	
*42-2	Concrete Median Barrier End Section	EA	2	$ 500.00	$ 1,000.00	$ 100.00	$ 200.00	$ (800.00)	-80%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 750.00	$ 1,500.00	$ 500.00	50%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 3,500.00	$ 7,000.00	$ 6,000.00	600%	
*42-3	Half Section Concrete Barrier	LF	20	$ 100.00	$ 2,000.00	$ 10.00	$ 200.00	$ (1,800.00)	-90%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 100.00	$ 2,000.00	$ -	0%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 500.00	$ 10,000.00	$ 8,000.00	400%	
*42-4	Half Section Concrete Barrier End Section	EA	2	$ 500.00	$ 1,000.00	$ 100.00	$ 200.00	$ (800.00)	-80%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 750.00	$ 1,500.00	$ 500.00	50%		$ 1.00	$ 2.00	$ (998.00)	-100%		$ 1,850.00	$ 3,700.00	$ 2,700.00	270%	
**58A	Saw Cutting Existing Non-Roadway Asphalt	LF	80	$ 4.00	$ 320.00	$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 1.00	$ 80.00	$ (240.00)	-75%		$ 5.00	$ 400.00	$ 80.00	25%	
**58RPC	Saw Cutting Existing Roadway Pavement & Concrete	LF	1600	$ 6.00	$ 9,600.00	$ 4.00	$ 6,400.00	$ (3,200.00)	-33%		$ 3.00	$ 4,800.00	$ (4,800.00)	-50%		$ 5.50	$ 8,800.00	$ (800.00)	-8%		$ 1.00	$ 1,600.00	$ (8,000.00)	-83%		$ 0.10	$ 160.00	$ (9,440.00)	-98%		$ 3.50	$ 5,600.00	$ (4,000.00)	-42%	
102D	Flashing Arrow Board	DAY	325	$ 30.00	$ 9,750.00	$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 20.00	$ 6,500.00	$ (3,250.00)	-33%		$ 1.00	$ 325.00	$ (9,425.00)	-97%		$ 50.00	$ 16,250.00	$ 6,500.00	67%	
102PVMS	Portable Variable Message Sign	DAY	400	$ 50.00	$ 20,000.00	$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 20.00	$ 8,000.00	$ (12,000.00)	-60%		$ 20.00	$ 8,000.00	$ (12,000.00)	-60%		$ 1.00	$ 400.00	$ (19,600.00)	-98%		$ 100.00	$ 40,000.00	$ 20,000.00	100%	
102X	Work Zone Traffic Control (Day)	DAY	80	$ 1,000.00	$ 80,000.00	$ 1.00	$ 80.00	$ (79,920.00)	-100%		$ 5.00	$ 400.00	$ (79,600.00)	-100%		$ 1.00	$ 80.00	$ (79,920.00)	-100%		$ 1,000.00	$ 80,000.00	$ -	0%		$ 5.00	$ 400.00	$ (79,600.00)	-100%		$ 5,000.00	$ 400,000.00	$ 320,000.00	400%	MAJOR
102Y	Work Zone Traffic Control (Night)	DAY	60	$ 1,300.00	$ 78,000.00	$ 1.00	$ 60.00	$ (77,940.00)	-100%		$ 5.00	$ 300.00	$ (77,700.00)	-100%		$ 1.00	$ 60.00	$ (77,940.00)	-100%		$ 2,500.00	$ 150,000.00	$ 72,000.00	92%	MAJOR	$ 5.00	$ 300.00	$ (77,700.00)	-100%		$ 10,000.00	$ 600,000.00	$ 522,000.00	669%	MAJOR
111	Removal and Replacement of Pavements	SY	120	$ 100.00	$ 12,000.00	$ 5.00	$ 600.00	$ (11,400.00)	-95%		$ 100.00	$ 12,000.00	$ (108,000.00)	-90%		$ 1.00	$ 120.00	$ (11,880.00)	-99%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 10.00	$ 1,200.00	$ (10,800.00)	-90%		$ 500.00	$ 60,000.00	$ 48,000.00	400%	
112	Adjusting Manholes	EA	80	$ 250.00	$ 20,000.00	$ 100.00	$ 8,000.00	$ (12,000.00)	-60%		$ 1.00	$ 80.00	$ (19,920.00)	-100%		$ 10.00	$ 800.00	$ (19,200.00)	-96%		$ 300.00	$ 24,000.00	$ 4,000.00	20%		$ 300.00	$ 24,000.00	$ 4,000.00	20%		$ 700.00	$ 56,000.00	$ 36,000.00	180%	
114	Adjustment of Water Valve Box Elevation	EA	240	$ 75.00	$ 18,000.00	$ 47.00	$ 11,280.00	$ (6,720.00)	-37%		$ 10.00	$ 2,400.00	$ (15,600.00)	-87%		$ 50.00	$ 12,000.00	$ (6,000.00)	-33%		$ 50.00	$ 12,000.00	$ (6,000.00)	-33%		$ 100.00	$ 24,000.00	$ 6,000.00	33%		$ 500.00	$ 120,000.00	$ 102,000.00	567%	
115	Butt Joints	LF	4200	$ 5.00	$ 21,000.00	$ 0.01	$ 42.00	$ (20,958.00)	-100%		$ 1.00	$ 4,200.00	$ (16,800.00)	-80%		$ 0.25	$ 1,050.00	$ (19,950.00)	-95%		$ 1.00	$ 4,200.00	$ (16,800.00)	-80%		$ 15.00	$ 63,000.00	$ 42,000.00	200%		$ 5.00	$ 21,000.00	$ -	0%	
116A	Profiling and Removal of Asphalt Pavement	SY	300000	$ 5.00	$ 1,500,000.00	$ 3.50	$ 1,050,000.00	$ (450,000.00)	-30%	MAJOR	$ 0.50	$ 150,000.00	$ (1,350,000.00)	-90%	MAJOR	$ 4.00	$ 1,200,000.00	$ (300,000.00)	-20%	MAJOR	$ 4.20	$ 1,260,000.00	$ (240,000.00)	-16%	MAJOR	$ 4.10	$ 1,230,000.00	$ (270,000.00)	-18%	MAJOR	$ 6.75	$ 2,025,000.00	$ 525,000.00	35%	MAJOR
**116C	Profiling and Removal of Concrete Pavement	SY	80	$ 12.00	$ 960.00	$ 4.00	$ 320.00	$ (640.00)	-67%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 5.00	$ 400.00	$ (560.00)	-58%		$ 1.00	$ 80.00	$ (880.00)	-92%		$ 150.00	$ 12,000.00	$ 11,040.00	1150%	
**121	Dry Bound Base Course	CY	80	$ 30.00	$ 2,400.00	$ 5.00	$ 400.00	$ (2,000.00)	-83%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 12.00	$ 960.00	$ (1,440.00)	-60%		$ 1.00	$ 80.00	$ (2,320.00)	-97%		$ 100.00	$ 8,000.00	$ 5,600.00	233%	
**122	Test Holes	EA	2	$ 800.00	$ 1,600.00	$ 500.00	$ 1,000.00	$ (600.00)	-38%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 300.00	$ 600.00	$ (1,000.00)	-63%		$ 1.00	$ 2.00	$ (1,598.00)	-100%		$ 2,500.00	$ 5,000.00	$ 3,400.00	213%	
**129	Cement Concrete For Pavement Repairs	CY	20	$ 900.00	$ 18,000.00	$ 500.00	$ 10,000.00	$ (8,000.00)	-44%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 200.00	$ 4,000.00	$ (14,000.00)	-78%		$ 1.00	$ 20.00	$ (17,980.00)	-100%		$ 850.00	$ 17,000.00	$ (1,000.00)	-6%	
132	Plowable Raised Reflectorized Pavement Markers	EA	100	$ 150.00	$ 15,000.00	$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 100.00	$ 10,000.00	$ (5,000.00)	-33%		$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 135.00	$ 13,500.00	$ (1,500.00)	-10%		$ 125.00	$ 12,500.00	$ (2,500.00)	-17%		$ 150.00	$ 15,000.00	$ -	0%	
**133A	Cleaning and Resealing of Longitudinal Joints in Portland Cement Concrete Pavement	LF	400	$ 10.00	$ 4,000.00	$ 2.00	$ 800.00	$ (3,200.00)	-80%		$ 1.00	$ 400.00	$ (3,600.00)	-90%		$ 10.00	$ 4,000.00	$ -	0%		$ 10.00	$ 4,000.00	$ -	0%		$ 1.00	$ 400.00	$ (3,600.00)	-90%		$ 19.00	$ 7,600.00	$ 3,600.00	90%	
**133B	Sealing of Transverse Joints in Cement Concrete Pavement	LF	80	$ 10.00	$ 800.00	$ 2.00	$ 160.00	$ (640.00)	-80%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 10.00	$ 800.00	$ -	0%		$ 1.00	$ 80.00	$ (720.00)	-90%		$ 25.00	$ 2,000.00	$ 1,200.00	150%	
133X	Clean and Fill Joints and Cracks	LS	1	$ 80,000.00	$ 80,000.00	$ 573.00	$ 573.00	$ (79,427.00)	-99%		$ 5,000.00	$ 5,000.00	$ (75,000.00)	-94%		$ 1.00	$ 1.00	$ (79,999.00)	-100%		$ 15,000.00	$ 15,000.00	$ (65,000.00)	-81%		$ 175,000.00	$ 175,000.00	$ 95,000.00	119%	MAJOR	$ 25,000.00	$ 25,000.00	$ (55,000.00)	-69%	
136S	Survey Stakeout (PER DAY)	DAY	20	$ 2,000.00	$ 40,000.00	$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 60.00	$ 1,200.00	$ (38,800.00)	-97%		$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 100.00	$ 2,000.00	$ (38,000.00)	-95%		$ 1.00	$ 20.00	$ (39,980.00)	-100%		$ 2,700.00	$ 54,000.00	$ 14,000.00	35%	
**137	Remove Existing Traffic Markings	LF	800	$ 4.00	$ 3,200.00	$ 3.50	$ 2,800.00	$ (400.00)	-13%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 3.50	$ 2,800.00	$ (400.00)	-13%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 1.00	$ 800.00	$ (2,400.00)	-75%		$ 4.00	$ 3,200.00	$ -	0%	
**138	Asphalt Joint Repairs	SY	200	$ 40.00	$ 8,000.00	$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 50.00	$ 10,000.00	$ 2,000.00	25%		$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 5.00	$ 1,000.00	$ (7,000.00)	-88%		$ 1.00	$ 200.00	$ (7,800.00)	-98%		$ 30.00	$ 6,000.00	$ (2,000.00)	-25%	
141B	Silt Protection for Surface Inlet Drainage Structures	EA	180	$ 200.00	$ 36,000.00	$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 200.00	$ 36,000.00	$ -	0%		$ 250.00	$ 45,000.00	$ 9,000.00	25%	
141C	Silt Protection for Curb Inlet Drainage Structures	EA	180	$ 200.00	$ 36,000.00	$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 1.00	$ 180.00	$ (35,820.00)	-100%		$ 200.00	$ 36,000.00	$ -	0%		$ 250.00	$ 45,000.00	$ 9,000.00	25%	
**150	Box Beam Guide Railing	LF	20	$ 100.00	$ 2,000.00	$ 0.50	$ 10.00	$ (1,990.00)	-100%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 1.00	$ 20.00	$ (1,980.00)	-99%		$ 20.00

REQUEST TO INITIATE RTI Number 23-0196

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**

Priority Resurfacing Contract Phase 12 (H61587-PR12)

Project Title: Nassau County Priority Resurfacing Contract – Phase 12 H61587-PR12 (Proposed Contract)

Department: Public Works Project Manager: Daniel Wong Date: 6/30/2023

Service Requested: Work involves furnishing labor, materials, tools, equipment and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work for various roads in Nassau County

Justification: This new contract will be used to improve the condition of the existing pavement by expediting the resurfacing of various selected roads with advanced deterioration once the individual designs for each road are completed.

Requested by: Civil/Site Design Unit Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) $7,300,000.00
Circle appropriate phase

Total Project Cost: $
Includes, design, construction and CM

Date Start Work: TBD
Phase being requested

Duration: 180 calendar days
Phase being requested

Capital Funding Approval: YES ☐ NO ☐ Rosanna Dallava 7-10-23
SIGNATURE DATE

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

NIFS Entered : _____
SIGNATURE DATE

AIM Entered: Deanna Funk 7/12/23
SIGNATURE DATE

Funding Code: 61587P12
use this on all encumbrances

Timesheet Code: 23-0196
use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ _____ SIGNATURE

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

	Vendor	Quote	Comment
1.			
2.			
3.			
4.			

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Daniel Wong, Civil Engineer II

FROM: Office of the Commissioner

DATE: July 12, 2023

SUBJECT: CSEA Sub-Contracting Approval
C23-0196 Proposed **Contract Number: H61587-PR12**
Nassau County Priority Resurfacing Contract Phase 12

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C23-0196**.

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

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:jd
c: Kenneth G. Arnold, Commissioner
Thomas M. George, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

C23-0196

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

FROM: Department of Public Works

DATE: July 3, 2023

SUBJECT: CSEA Notification of a Proposed DPW Contract
Nassau County Priority Resurfacing Contract – **Phase 12**
Proposed Contract Number: H61587-PR12

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

1. DPW plans to recommend a construction contract for the following services: Resurfacing of Various County Roads in Nassau County

2. The work involves the following: Furnishing labor, materials, tools, equipment, and incidentals as specified for the resurfacing of asphalt and/or concrete surfaces and other related work at various locations in Nassau County. The work operations may include, but not be limited to milling and paving of the existing asphalt pavement, concrete pavement repairs, full depth asphalt and joint repairs, and installation of pavement markings, traffic signal loops and plowable raised reflectorized pavement markers.

3. An estimate of the cost is: $7,300,000.00

4. An estimate of the duration is: One hundred eighty (180) days

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

Roseann Dalleva

Roseann D'Alleva
Deputy Commissioner

RD:TMG:jd
c Jose Lopez, Director, Office of Labor Relations
Seth Blau, Deputy Director, Office of Labor Relations
Thomas M. George, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Christopher Paggi, Chief Civil Engineer
Vivian Toscano, Civil Engineer III
Daniel Wong, Civil Engineer II
Elizabeth Cotton, Special Assistant, Office of Labor Relations

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
1X	40	SY	Clearing and Grubbing	For: Zero Dollars One Cent	Contingent .01	.40
2	120	CY	Unclassified Excavation	For: Twenty Five Dollars No Cents	Contingent 25.00	3,000.00
3	40	CY	Trench, Culvert and Bridge Excavation	For: Zero Dollars One Cent	Contingent .01	.40
4A	80	SY	Cement Concrete Breaking (Pavement)	For: One Dollar No Cents	Contingent 1.00	80.00
4B	20	CY	Cement Concrete Breaking (Structures)	For: Zero Dollars One Cent	Contingent .01	.20
5C	120	CY	Selected Fill	For: Three Dollars No Cents	Contingent 3.00	360.00
7	80	SY	Preparing Fine Grade	For: Zero Dollars One Cent	Contingent .01	.80
12DIP-12	50	LF	Ductile Iron Culvert Pipe-12 Inch Diameter	For: One Hundred Dollars No Cents	Contingent 100.00	5,000.00
12DIP-14	50	LF	Ductile Iron Culvert Pipe-14 Inch Diameter	For: One Hundred Ten Dollars No Cents	Contingent 110.00	5,500.00
12H	5000	LF	Cleaning Existing Drainage System	For: Zero Dollars Fifty Cents	.50	2,500.00
12H-X	325	EA	Cleaning Existing Catch Basin	For: Three Hundred Fifty Dollars No Cents	350.00	113,750.00
13A	10	CY	Catch Basins	For: Zero Dollars One Cent	Contingent .01	.10
13B	10	CY	Manholes	For: Zero Dollars One Cent	Contingent .01	.10
14	5	EA	Connections to Existing Drainage Facilities	For: One Hundred Eight Dollars Eighty Cents	Contingent 108.80	544.00
15	20	EA	Altering Catch Basins	For: Four Thousand Dollars No Cents	Contingent 4,000.00	80,000.00
15X	5	EA	Rehabilitation of Catch Basin	For: One Thousand Five Hundred Dollars No Cents	1,500.00	7,500.00
16X	40	EA	Altering Brick Manholes	For: One Thousand Five Hundred Dollars No Cents	1,500.00	60,000.00
17A	10	CY	Class A Concrete For Structures	For: One Hundred Dollars No Cents	Contingent 100.00	1,000.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
24	20	CY	Cement Concrete Pavement	For: Two Hundred Dollars No Cents	Contingent 200.00	4,000.00
24V	25	CY	Concrete Valley Gutter	For: Nine Hundred Dollars No Cents	Contingent 900.00	22,500.00
26	1300	LF	Concrete Curb	For: Forty Eight Dollars No Cents	48.00	62,400.00
26CG	325	LF	Monolithic Concrete Curb and Gutter	For: Eighty Dollars No Cents	80.00	26,000.00
27	2500	SF	Cement Concrete Sidewalk	For: Nineteen Dollars No Cents	19.00	47,500.00
27DW	160	SF	Dectectable Warning Surface	For: Fifty Dollars No Cents	50.00	8,000.00
28	280	SF	Cement Concrete Driveways and Driveway Aprons	For: Twenty Six Dollars Sixty Five Cents	26.65	7,462.00
29	160	SF	Driveway Restoration	For: Four Dollars No Cents	4.00	640.00
30	1600	SY	Metal Reinforcement For Concrete Pavement	For: One Dollar No Cents	Contingent 1.00	1,600.00
31	400	LF	Transverse Joint Supports	For: Zero Dollars One Cent	Contingent .01	4.00
32A	200	EA	Longitudinal Joint Ties (Pavement)	For: Zero Dollars One Cent	Contingent .01	2.00
32X	200	EA	Joint Ties (Grout Type)	For: Zero Dollars One Cent	Contingent .01	2.00
32X-1	800	EA	Load Transfer Device For Cement Concrete Pavement Repairs	For: Zero Dollars One Cent	Contingent .01	8.00
33	800	LB	Bar Reinforcement for Structures	For: Zero Dollars One Cent	Contingent .01	8.00
34	28000	LB	Miscellaneous Metals	For: Zero Dollars Ten Cents	.10	2,800.00
35	40	LF	Resetting Guide Railing	For: Ten Dollars No Cents	10.00	400.00
36CX	200	TON	Asphalt Concrete Truing and Leveling Course TYPE 1A (For Cracks in Asphalt	For: Seventy Five Dollars No Cents	75.00	15,000.00
36DRAR	28000	TON	Rut Avoidance Asphalt Concrete TYPE 1A (Top RA Resurfacing)	For: One Hundred Twenty Two Dollars No Cents	122.00	3,416,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
42-1	20	LF	Concrete Median Barrier	For: Ten Dollars No Cents	Contingent 10.00	200.00
42-2	2	EA	Concrete Median Barrier End Section	For: One Hundred Dollars No Cents	Contingent 100.00	200.00
42-3	20	LF	Half Section Concrete Barrier	For: Ten Dollars No Cents	Contingent 10.00	200.00
42-4	2	EA	Half Section Concrete Barrier End Section	For: One Hundred Dollars No Cents	Contingent 100.00	200.00
58A	80	LF	Saw Cutting Existing Non-Roadway Asphalt	For: One Dollar No Cents	Contingent 1.00	80.00
58RPC	1600	LF	Saw Cutting Existing Roadway Pavement & Concrete	For: Four Dollars No Cents	Contingent 4.00	6,400.00
102D	325	DAY	Flashing Arrow Board	For: One Dollar No Cents	1.00	325.00
102PVMS	400	DAY	Portable Variable Message Sign	For: One Dollar No Cents	1.00	400.00
102X	80	DAY	Work Zone Traffic Control (Day)	For: One Dollar No Cents	1.00	80.00
102Y	60	DAY	Work Zone Traffic Control (Night)	For: One Dollar No Cents	1.00	60.00
111	1200	SY	Removal and Replacement of Pavements	For: Five Dollars No Cents	5.00	6,000.00
112	80	EA	Adjusting Manholes	For: One Hundred Dollars No Cents	100.00	8,000.00
114	240	EA	Adjustment of Water Valve Box Elevation	For: Forty Seven Dollars No Cents	47.00	11,280.00
115	4200	LF	Butt Joints	For: Zero Dollars One Cent	.01	42.00
116A	300000	SY	Profiling and Removal of Asphalt Pavement	For: Three Dollars Fifty Cents	3.50	1,050,000.00
116C	80	SY	Profiling and Removal of Concrete Pavement	For: Four Dollars No Cents	Contingent 4.00	320.00
121	80	CY	Dry Bound Base Course	For: Five Dollars No Cents	Contingent 5.00	400.00
122	2	EA	Test Holes	For: Five Hundred Dollars No Cents	Contingent 500.00	1,000.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
129	20	CY	Cement Concrete For Pavement Repairs	For: Five Hundred Dollars No Cents	Contingent 500.00	10,000.00
132	100	EA	Plowable Raised Reflectorized Pavement Markers	For: One Hundred Thirty Five Dollars No Cents	135.00	13,500.00
133A	400	LF	Cleaning and Resealing of Longitudinal Joints in Portland	For: Two Dollars No Cents	Contingent 2.00	800.00
133B	80	LF	Sealing of Transverse Joints In Cement Concrete Pavement	For: Two Dollars No Cents	Contingent 2.00	160.00
133X	1	LS	Clean and Fill Joints and Cracks	For: Five Hundred Seventy Three Dollars No Cents	573.00	573.00
136S	20	DAY	Survey Stakeout (PER DAY)	For: One Dollar No Cents	1.00	20.00
137	800	LF	Remove Existing Traffic Markings	For: Three Dollars Fifty Cents	Contingent 3.50	2,800.00
138	200	SY	Asphalt Joint Repairs	For: One Dollar No Cents	Contingent 1.00	200.00
141B	180	EA	Silt Protection for Surface Inlet Drainage Structures	For: One Dollar No Cents	1.00	180.00
141C	180	EA	Silt Protection for Curb Inlet Drainage Structures	For: One Dollar No Cents	1.00	180.00
150	20	LF	Box Beam Guide Railing	For: Zero Dollars Fifty Cents	Contingent .50	10.00
152	2	EA	Box Beam Guide Rail End Assembly	For: Fifty Dollars No Cents	Contingent 50.00	100.00
199*	1	LS	Interim Payments (Force)	For: Two Hundred Thousand Dollars No Cents	$200,000.00	200,000.00
199A*	1	LS	Asphalt Price Adjustment (Force)	For: Ten Thousand Dollars No Cents	$10,000.00	10,000.00
200	80	LF	Heavy Post, Plastic and Synthetic Blocked Out Galvanized Corrugated Steel Beam Guide Railing	For: Ten Dollars No Cents	Contingent 10.00	800.00
202	2	EA	Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Railing for Driveways	For: Fifty Dollars No Cents	Contingent 50.00	100.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
203	2	EA	Anchorage Units for Heavy Post Blocked Out Corrugated Beam Guide Railing for Highways	For: Fifty Dollars No Cents	Contingent 50.00	100.00
216	80	LF	Removal of Existing Guide Rail	For: Five Dollars No Cents	Contingent 5.00	400.00
368	800	SY	Topsoil and Grass Seed	For: Eighteen Dollars No Cents	18.00	14,400.00
372A	5	EA	TREE REMOVAL -A- (<6" Caliper)	For: One Dollar No Cents	Contingent 1.00	5.00
372B	5	EA	TREE REMOVAL -B- (6" - <12" Caliper)	For: One Dollar No Cents	Contingent 1.00	5.00
372C	5	EA	TREE REMOVAL -C- (12" - <24" Caliper)	For: Five Hundred Dollars No cents	Contingent 500.00	2,500.00
372D	5	EA	TREE REMOVAL -D- (24" - <36" Caliper)	For: One thousand One Hundred Dollars No Cents	Contingent 1,100.00	5,500.00
372E	2	EA	TREE REMOVAL -E- (36" - <48" Caliper)	For: One Thousand Five Hundred Dollars No Cents	Contingent 1,500.00	3,000.00
373A	5	EA	STUMP REMOVAL -A- (4" - <6" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373B	5	EA	STUMP REMOVAL -B- (6" - <12" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373C	5	EA	STUMP REMOVAL -C- (12" - <24" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
373D	5	EA	STUMP REMOVAL -D- (24" - <36" Diameter)	For: One Hundred Dollars No cents	Contingent 100.00	500.00
373E	2	EA	STUMP REMOVAL -E- (36" - <48" Diameter)	For: One Hundred Dollars No cents	Contingent 100.00	200.00
374A	5	EA	STUMP GRINDING -A- (4" - <6" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
374B	5	EA	STUMP GRINDING -B- (6" - <12" Diameter)	For: One Dollar No Cents	Contingent 1.00	5.00
374C	5	EA	STUMP GRINDING -C- (12" <24" Diameter)	For: Two Hundred Fifty Dollars No Cents	Contingent 250.00	1,250.00
374D	2	EA	STUMP GRINDING -D- (24" <36" Diameter)	For: Six Hundred Twenty Five Dollars No Cents	Contingent 625.00	1,250.00

NO TEXT ON THIS PAGE

Department of Public Works Nassau County, N.Y.
Bid Sheets for Contract: H61587-PR12

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
419S-075	80	LF	Furnish and Install 3/4" Dia. Steel Conduit	For: Sixteen Dollars Forty Cents	Contingent 16.40	1,312.00
420R	5	EA	Regrade a Pullbox Frame and Cover	For: Three Hundred Dollars No Cents	Contingent 300.00	1,500.00
422L	15000	LF	Furnish and Install Loop Wire	For: One Dollar Sixty Cents	1.60	24,000.00
422LS	5000	LF	Furnish and Install Loop Saw Cut	For: Eighteen Dollars Thirty Cents	18.30	91,500.00
422SHE	5	EA	Adjust Traffic Magnetic Vehicle Detector	For: Seven Hundred Fifty Five Dollars No Cents	Contingent 755.00	3,775.00
680.54	1600	LF	Inductance Loop Installation	For: Eighteen Dollars Thirty Cents	18.30	29,280.00
680.72	4800	LF	Inductance Loop Wire	For: One Dollar Sixty Cents	1.60	7,680.00
685.07200110	162000	LF	White Epoxy Reflectorized Pavement Stripes - 20 mils (wet night visibility sphere)	For: Zero Dollars Seventy Four Cents	.74	119,880.00
685.07200210	120	EA	White Epoxy Reflectorized Pavement Letters/Characters - 20 mils (wet night visibility sphere)	For: One Hundred Fifty Dollars No Cents	150.00	18,000.00
685.07200310	325	EA	White Epoxy Reflectorized Pavement (Symbols) - 20 mils (wet night visibility sphere)	For: One Hundred Seventy Five Dollars No Cents	175.00	56,875.00
685.07200410	57000	LF	White Epoxy Reflectorized Pavement Stripes (cross hatching) - 20 mils (wet night visibility sphere)	For: One Dollar Seventy Five Cents	1.75	99,750.00
685.07200510	50000	LF	White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils (wet night visibility sphere)	For: One Dollar Ninety Cents	1.90	95,000.00
685.07200610	143000	LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 mils (wet night visibility sphere)	For: Zero Dollars Seventy Four Cents	.74	105,820.00

NO TEXT ON THIS PAGE

Item No.	Engineers Estimate	Unit	Item Description	Unit Price Written in words	Unit Bid Price Dollars and Cents	Amount Bid Price Dollars and Cents
685.07200710	12000	LF	Yellow Epoxy Reflectorized Pavement Stripes (cross hatching) - 20 mils (wet night visibility sphere)	For: One Dollar Sixty Five Cents	1.65	19,800.00
744*	1	LS	Force Account Work	For: One Hundred thousand Dollars No Cents	$100,000.00	100,000.00
762	80	LB	INTEGRAL COLOR PIGMENT FOR CEMENT CONCRETE	For: Ten Dollars No Cents	Contingent 10.00	800.00
763	80	SF	IMPRINTING ON CONCRETE PAVEMENT OR SIDEWALK	For: Ten Dollars No Cents	Contingent 10.00	800.00

*Force Bid

Total Bid in Numbers $ 6,023,079.00

Total Amount in Words Six Million Twenty Three Thousand Seventy Nine Dollars No Cents

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? 10

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

   a. as a Prime Contractor 25

   b. as a Subcontractor 25

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

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

(use additional blank sheets if additional space is necessary)

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

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

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? No
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? No
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

Work on Hand as of 10/9/2023

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	Completion Date	% Complete	Contact	Phone	email
H & L CONTRACTING, LLC	Bayville Bridge Rehabilitation	H63029-08G	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$21,654,378.00	12/31/2023	52%	Richard Iadevaia	516-571-9600	riadevaia@nassaucountyny.gov
H & L CONTRACTING, LLC	Coastal Storm Risk Management, East Rockaway Inlet	W912DS-20-C-0015	USACE	26 Federal Plaza	New York	NY	10278	$113,747,342.00	6/30/2024	70%	Ryan Ferguson	917-790-6156	ryan.m.ferguson@usace.army.mil
H & L CONTRACTING, LLC	Grid deck replacement - LOOP PKWY	D264563	NYSDOT	50 Wolf Rd	Albany	NY	12232	$13,135,000.00	12/31/2023	55%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Round Swamp Road, #3-EB 495 over Roud Swamp Road, & #4-Stewart Ave Ramp to Meadowbrook Pkwy.	D264682	NYSDOT	50 Wolf Rd	Albany	NY	12232	$5,386,000.00	12/31/2023	21%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Guide rail - various work orders	GF121921/CP 5180	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980		12/31/2023	85%	William Hillman	631-852-4010	william.hillman@suffolkcountyny.gov
H & L CONTRACTING, LLC	495 SSR over Washington Ave, #2- WB 495 over Holbrook Rd, #3-WB 495 over Blue Point Road, #4- EB 495 over Blue Point Rd, #5-	D264699	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,128,000.00	12/31/2023	14%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT	50 Wolf Rd	Albany	NY	12232	$27,044,000.00	11/30/2023	25%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT	50 Wolf Rd	Albany	NY	12232	$6,484,000.00	11/9/2023	85%	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$8,251,761.00	1/1/2024	75%	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Taxiway Improvements at Republic Airport	D264801	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,727,172.00	6/30/2024	25%	Lowell Lingo	518-485-7691	lowell.lingo@dot.ny.gov
H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,242,000.00	3/22/2024	80%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Improvement to South Ferry Dock	D264820	NYSDOT	50 Wolf Rd	Albany	NY	12232	$1,244,317.00	12/31/2023	10%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Maintenance Cleaning NYC, various locations	D264834	NYSDOT	50 Wolf Rd	Albany	NY	12232	$4,094,910.00	12/16/2024	20%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,989,442.67	2/15/2024	50%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Bridge Maintenance Repair Where and When	D264858	NYSDOT	50 Wolf Rd	Albany	NY	12232	$4,528,000.00	12/31/2024	10%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
El Sol/EsEnterprises JI	Richmond Avenue, Staten Island	D264699	NYSDOT	50 Wolf Rd	Albany	NY	12232	$848,947.00	4/30/2026	75%	John Duggan	347-861-0035	jduggan@elsolcontracting.com
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$9,450,678.00	6/30/2024	0%	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$8,287,600.00	6/30/2024	0%	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$7,665,419.00	6/30/2024	0%	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Asphalt Resurfacing - Various work orders	MACMFP031923/CP	SCDPW	335 Yaphank Avenue	Yaphank	NY	11980	$814,035.00	12/31/2023	0%	William Hillman	631-852-4010	william.hillman@suffolkcountyny.gov
H & L CONTRACTING, LLC	Maintenance drainage -clean, repair & replace	D265027	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,598,764.00	7/25/2025	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
K2 CONTRACTING GROUP	Mallory Pier Replacement, Kings Point, NY	#23USMMA00101	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$1,518,000.00	11/17/2023	50%	Joseph Harper	703-825-1012	Jharper@K2CG.com
K2 CONTRACTING GROUP	Crowninshield Pier Demolition, Kings Point, NY	#23USMMA00201	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$2,432,750.00	11/17/2023	50%	Joseph Harper	703-825-1012	Jharper@K2CG.com
RESILIENTSEAS LLC	Maintenance dredging @ Shoal Harbor, NJ	W912DS22C0019	USACE	26 Federal Plaza	New York	NY	10278	$3,299,238.25		50%			
H & L CONTRACTING, LLC	Concrete pavement restoration various locations	D265031	NYSDOT	50 Wolf Rd	Albany	NY	12232	$9,070,023.00	9/16/2024	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
PRATT BROTHERS	Asphalt Milling and Paving PR6 at Woodmere NY	H61587-PR8	Nassau County Dept of Public Works	1194 Prospct Ave	Westbury	NY	11590	$528,941.80	7/31/2023	0%	James Pratt	631-667-8800	
H & L CONTRACTING, LLC	Roadway Resurfacing - Part A	PW# 16-23	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$4,507,150.00		10%			
EL SOL CONTRACTING	Bridge Rehabilitation of Bruckner Expressway over Rosedale Ave	D264892	NYSDOT	50 Wolf Rd	Albany	NY	12232	$818,398.00	12/31/2025	0%	Ergys Mysalimi	917-683-8891	ray.weixler@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Terminal 6 & 7 Project	JFKT6-01-070-009	JFK Millennium Partners	295 Madison Ave	New York	NY	10017	$203,100.00	9/30/2023	0%	Oscar Moscoso	516-343-6238	omoscoso@civetta.com
HINCK ELECTRIC CORP	T&M Repairs at the Quogue Drawbridge	PO# DPW00003205	County of Suffolk	335 Yaphank Avenue	Yaphank	NY	11980	T&M	10/31/2023	0%	John Buck	631-277-7700	john.buck@hinckelectric.com
H & L CONTRACTING, LLC	Taxiway C Rehabilitation and Taxiway G Lighting Replacement	DAT2023-004	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$1,912,874.00	12/31/2023	0%	Mahesh Kukata	410-300-6379	mkutata@adci-corp.com
H & L CONTRACTING, LLC	Construction of Access Channel	DP 23705	NJDOT	PO Box 600	Trenton	NJ	08625	$37,595,874.23	3/31/2024	0%	Bill Henderson	732-814-0590	william.henderson@dot.nj.gov
H & L CONTRACTING, LLC	Maintenance dredging of Browns Creek	W912DS23C0014	USACE	26 Federal Plaza	New York	NY	10278	$1,302,200.00		0%			
H & L CONTRACTING, LLC	Rehab of Taxiways C6 and W	JFK 184.045	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$3,987,456.00		0%	James Brogan	718-244-3533	jbrogan@panyni.gov
H & L CONTRACTING, LLC	Highway Concrete Repairs NY27 from Rt 112 to CR 101	D265059	NYSDOT	50 Wolf Rd	Albany	NY	12232	$11,964,996.00	2/28/2025	0%	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
K2 CONTRACTING GROUP	Hague Basin Piles Replacement, Kings Point, NY	#23USMMA00301	US DOT/Maritime Administration	1200 New Jersey Avenue, SE	Washington	DC	20590	$515,200.00	11/17/2023	0%	Brigitte Flower	703-825-1012	

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	% Complete	Position	Contact	Phone	email
	Question 4. Qualifying Projects as of 10/19/2023												
H & L CONTRACTING, LLC	Rt 112	D263744	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$32,687,178.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
INTERCOUNTY PAVING	Rehab Runway MacArthur Airport	IPA 18-032MM	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$9,629,375.00	100%	Resident Engineer	Mahesh Kukata	410-300-6379	mkutata@adci-corp.com
PRATT BROTHERS	Mix-in-Place, Nostrand Ave, Cumberland Ave, Town of Hempstead	PW 32-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$171,450.90	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, East Meadow	PWA 26-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$434,373.46	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Pavement Surface Treatment Road Resurfacing	D264011	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$6,585,958.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
J. ANTHONY ENTERPRISES, INC.	Reconstruction of Clearview Expressway exit ramp	D263760	NYSDOT - REGION 10	50 Wolf Rd	Albany	NY	12232	$179,024.15	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Pavement resurfacing contract/Northern State Pkwy, Town of N.Hem	D264030	NYSDOT- REGION 10	50 Wolf Rd	Albany	NY	12232	$18,189,107.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Milling & Resurfacing of Grumman Lane, Town of Babylon	D264042	NYSDOT- REGION 10	50 Wolf Rd	Albany	NY	12232	$730,730.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	2019 Roadway Resurfacing, Town of Hempstead	PW 20-19	Town of Hempstead DOE	350 Front Street	Hempstead	NY	11550	$10,000,000.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, Wantagh, Peapond Road	PW#31-18	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$485,557.53	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
CONSTAR, INC.	Asphalt Paving Korean War Veterans Hwy, Staten Island, NY	D263809	NYSDOT - REGION 11	47-40 21st Street	Long Island City	NY	11101	$1,369,955.26	100%	Director of Construction	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
H & L CONTRACTING, LLC	Pavement Rehab in Kings, Queens, Bronx & Richmond	D263562	NYSDOT	50 Wolf Rd	Albany	NY	12232	$16,487,000.00	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Resurfacing Rt 100, Town of Greenburgh, Westchester county	D263782	NYSDOT-REGION 8	50 Wolf Rd	Albany	NY	12232	$1,537,577.00	100%	Construction Area Supervisor	Dina Colavito	914-722-6512	dina.colavito@dot.ny.gov
H & L CONTRACTING, LLC	Resurfacing Rt 6 & 52, Town of Carmel, Putman County	D263798	NYSDOT-REGION 8	50 Wolf Rd	Albany	NY	12232	$1,598,423.00	100%	Construction Area Supervisor	Corey Roberts	845-476-2473	corey.roberts@dot.ny.gov
RICHARD GRIM INC	Asphalt Paving, Town of Hempstead, Hempstead Gardens	PW#13-19	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$272,250.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS, INC.	Mix-in-Place, Hewlett - S. Valley Stream, Town of Hempstead	PW#18-19	Town of Hempstead	350 Front Street	Hempstead	NY	11550	$134,813.07	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS	Mix-in-Place, Town of Hempstead, Beltagh Ave, Wantagh	PW23-19	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$99,332.50	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PIONEER ASPHALT	Mix-in-Place, Town of Hempstead, Commonwealth St., Franklin Squ	PW14-19/19-063	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$131,092.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Priority surface treatment- Ocean Pkwy	D264201	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,951,344.70	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
RICHARD GRIM INC	Asphalt Paving and MIP	PW#39-19	Town of Hempstead	350 Front Street	Hemostead	NY	11590	$376,070.63	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
METRO PAVING ASSIST WORK	Asphalt Paving at Jedwood Place	PW# 8-19	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$44,000.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
PRATT BROTHERS	Mix-in-Place, Town of Oyster Bay, Syossett - Gary Road Area		Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	$298,132.00	100%	Deputy Commissioner	John Tassone	516-677-5852	jtassone@oysterbay-ny.gov
H & L CONTRACTING, LLC	Southern State Pkwy Priority Resurfacing	D264285	NYSDOT	50 Wolf Rd	Albany	NY	12232	$15,968,900.00	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Road resurfacing - Phase 62	H61587-62G	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$4,987,560.00	100%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Road resurfacing - Phase 65	H61587-65G	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$4,999,860.00	100%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority surface treatment-Sunrise & I-495 Svce roads	D264418	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,344,351.09	100%	Construction Area Supervisor	John McGullam	631-579-6580	john.mcgullam@dot.ny.gov
H & L CONTRACTING, LLC	Surface treatment Route 114	D264566	NYSDOT	50 Wolf Rd	Albany	NY	12232	$9,791,532.55	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	including Cross Bronx Expy, Brooklyn Queens Expy, & Prospect Expy.	D264679	NYSDOT	50 Wolf Rd	Albany	NY	12232	$16,791,000.00	75%	Construction Area Supervisor	Brett Garver	631-553-7336	brett.garvar@dot.ny.gov
H & L CONTRACTING, LLC	#2- Southern State Pkwy, #3- RTE111, #4- RTE27 NSR, #5- RTE27 SSR	D264714	NYSDOT	50 Wolf Rd	Albany	NY	12232	$11,243,000.00	100%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	LIE 495 and Crooked Hill Road	D264629	NYSDOT	50 Wolf Rd	Albany	NY	12232	$27,044,000.00	25%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
H & L CONTRACTING, LLC	Safety Enhancements	D264725	NYSDOT	50 Wolf Rd	Albany	NY	12232	$8,484,000.00	85%	Construction Area Supervisor	RAY WEIXLER	631-579-6580	ray.weixler@dot.ny.gov
STEVEN DUBNER LANDSCAPING	TOH East & West BLVD Bay Park	PW#45-21	TOWN OF HEMPSTEAD	505 Grand St.	Westbury	NY	11590	$561,700.00	100%	Project Manager	Joseph Piersa	631-777-1800	JPiersa@sdlco.com
H & L CONTRACTING, LLC	PRIORITY RESURFACING PHASE 6	H61587-PR6	NCDPW	1194 Prospect Ave	Westbury	NY	11590	$8,251,761.00	75%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
STASI BROTHERS	Mix in Place & Asphalt Paving, Valley Stream	Subcontractor	Village of Valley Stream	123 S. Central Avenue	Valley Stream	NY	11580	$171,300.00	100%	Owner	Joe Stasi		
H & L CONTRACTING, LLC	Concrete pavement repairs LIE exit 64 to 67	D264802	NYSDOT	50 Wolf Rd	Albany	NY	12232	$7,242,000.00	80%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
PRATT BROTHERS	Asphalt Milling at Arthur Avenue Area in Bethpage NY		Town of Oyster Bay	54 Audrey Avenue	Oyster Bay	NY	11771	$541,214.50	100%	Owner	James Pratt	631-667-6800	
RICHARD GRIM INC	Asphalt Paving at Messick Ave & Perkins Ave	PW#07-21	Town of Hempstead	350 Front Street	Hempstead	NY	11590	$308,248.00	100%	Deputy Commissioner	JeffreyTierney	516-812-3483	jefftie@tohmail.org
H & L CONTRACTING, LLC	Priority Surface Treatment NY 25A, various locations	D264857	NYSDOT	50 Wolf Rd	Albany	NY	12232	$12,989,442.67	50%	Construction Area Supervisor	Ray Weixler	631-579-6580	ray.weixler@dot.ny.gov
EL SOL/DEFOE JV	Asphalt Milling & Paving, Bruckner Expressway @ Hunts Point Ave	D900051	NYSDOT	50 Wolf Rd	Albany	NY	12232	$3,648,400.00	100%	Construction Area Supervisor	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Airport, Taxi Stand #6 Relocation	60665875	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$97,292.60	100%	Construction Resident Engineer	James Brogan	718-244-3533	jbrogan@panyni.gov
L.E.B. Electric LTD	Macarthur Airport 6-24 Runway	DAT2022-005	Town of Islip	100 Arrival Ave	Ronkonkoma	NY	11779	$145,800.00	100%	Project Manager	Daniel Vinceti	631-842-0500	dv@lebelectric.com

Contractor	Description	Contract No	Owner	Address	Town	State	Zip	Value	% Complete	Position	Contact	Phone	email
DEFOE CORP.	Asphalt Patching - Cross Bronx Expressway	D284420	NYSDOT	50 Wolf Rd	Albany	NY	12232	$19,950.00	100%	Construction Area Supervisor	Brett Garver	718-482-4801	brett.garvar@dot.ny.gov
JOHN CIVETTA & SONS, INC.	JFK Airport, Miscellaneous Milling	60665875	Port Authority of NY & NJ	4 World Trade Center	New York	NY	10007	$580,227.50	100%	Construction Resident Engineer	James Brogan	718-244-3533	jbrogan@panyni.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 9	H61587-PR9	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$9,450,678.00	25%	Project Engineer	Alla Sipa	917-299-6047	asipa@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 10	H61587-PR10	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$8,287,600.00	25%	Project Engineer	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
H & L CONTRACTING, LLC	Priority Resurfacing Various locations - Phase 11	H61587-PR11	NCDPW	1194 Prospct Ave	Westbury	NY	11590	$7,665,419.00	25%	Project Engineer	Prina Kangare	718-269-9974	pkangare@nassaucountyny.gov
JOHN CIVETTA & SONS, INC.	270 Park Avenue, Asphalt Paving		270 Park	1123 Bronx River Avenue	Bronx	NY	10472	$75,500.00	100%	Project Manager	Oscar Moscoso	516-343-6238	omoscoso@civetta.com

c. ever been declared a non-responsible bidder by any municipality or public agency? No
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? No
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? No
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? No
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? No
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

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

Rason materials
Scott materials
KPI Asphalt

NO TEXT ON THIS PAGE

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

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Keith Haney	Managing member	20+	Heavy Construction Road + more	ALL
Chris Haney	member	20+	Heavy Construction road + marine	ALL
James K Haney III	member	20+	Heavy Construction road + marine	ALL

(use additional blank sheets if additional space is necessary)

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

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached			

(use additional blank sheets if additional space is necessary)

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

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Item #	Customer's #	Year	Manufacturer	Model	Description	Serial #	Amt of Insurance
1	AC001		AIRMAN	PDS1855	AIR COMPRESSOR TOWABLE	B4-6C20966	$ 1,000.00
2	AC002		AIRMAN	PDS400S	AIR COMPRESSOR TOWABLE	6B10068	$ 2,000.00
3	AC003		AIRMAN	PDS1855	AIR COMPRESSOR TOWABLE	B4-6C20254	$ 1,000.00
4	AC004		AIRMAN	XAS96JD	AIRCOMPRESSOR TOWABLE	4500A06143HOO5825	$ 2,000.00
5	AC005	2013	ATLAS COPCO	400CFM JDT4F	AIR COMPRESSOR TOWABLE	HOP078232	$ 44,020.00
6	AC006	2012	ATLAS COPCO	400CFM JDT4F	AIR COMPRESSOR TOWABLE	HOP078346	$ 44,020.00
7	AC007		ATLAS COPCO	XATS250	AIR COMPRESSOR TOWABLE	APP85628	$ 37,000.00
8	AC008		DOOSAN P425	P250/MHP185	AIR COMPRESSOR TOWABLE	504311UKAFH17	$ 68,107.88
9	AC009		SULLAIR	375DPQJD3	AIR COMPRESSOR TOWABLE	2.01101E+11	$ 2,000.00
10	AC010	2019	SULLAIR	425DPQJD	AIR COMPRESSOR TOWABLE	2.01007E+11	$ 16,921.00
11	AC011		SULLIVAN PALATEK	DF375PDJDSB	AIR COMPRESSOR TOWABLE	72225	$ 2,000.00
12	AP001		CATERPILLAR	AP655D PAVER 8'	ASPHALT PAVER	GNZ00417	$ 55,000.00
13	AP002		CATERPILLAR	AP1055E 10'	ASPHALT PAVER	TJF00285	$ 100,000.00
14	AP003		CATERPILLAR	AP1055F 10'	ASPHALT PAVER	TJ5501107	$ 500,000.00
15	AP004		CATERPILLAR	AP1055F 10'	ASPHALT PAVER	TJ501373	$ 549,056.25
16	AR001		BOMAG	BW206 AD-5 Asphalt R	ASPHALT ROLLER DD84'	1.01921E+11	$ 155,475.00
17	AR002		CATERPILLAR	CB10	ASPHALT ROLLER DD66'	P8P00471	$ 150,000.00
18	AR003		CAPERPILLAR	CB15	ASPHALT ROLLER DD84'	9400245	$ 225,000.00
19	AR004		CATERPILLAR	CB15	ASPHALT ROLLER DD84'	9400247	$ 225,000.00
20	AR005		DYNAPAC	VIBRATORY ROLLER	ASPHALT ROLLER		$ 31,500.00
21	AR006		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	6167	$ 2,000.00
22	AR007		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	109D08906504	$ 15,000.00
23	AR008		HYPAC	C350D	ASPHALT ROLLER STATIC 54'	109D08906613	$ 15,000.00
24	CC001	2018	TEREX CRANE		CRANE CRAWLER		$ 650,000.00
25	CT001		JOHN DEERE	450K	CRAWLER TRACTOR	1T045KXPMF395245	$ 179,000.00
26	CT002		KOMATSU	D65WX-17	CRAWLER TRACTOR	2177	$ 55,000.00
27	ET001	2003	KOMATSU	PC78USLC-8	EXCAVATOR TRACK	18465	$ 15,000.00
28	ET002		KOMATSU	PC78US-10	EXCAVATOR TRACK	36216	$ 110,000.00
29	ET003	2016	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	50354	$ 50,000.00
30	ET004	2018	KOMATSU	PC228USLC-8	EXCAVATOR TRACK	51618	$ 50,000.00
31	ET005	2000	KOMATSU	PC228USLC-10	EXCAVATOR TRACK	1346	$ 100,000.00
32	ET006	2016	KOMATSU	PC360LC-10	EXCAVATOR TRACK	A32782	$ 100,000.00
33	ET007		KOMATSU	PC360LCi-11	EXCAVATOR TRACK	A38255-IMCI	$ 300,000.00
34	ET008	1999	KOMATSU	PC450LC-8	EXCAVATOR TRACK	A10019	$ 100,000.00
35	ET009		KOMATSU	PC490LC-10	EXCAVATOR TRACK	A40081	$ 100,000.00
36	ET010	2019	KOMATSU	PC490LC-11	EXCAVATOR TRACK	A42278	$ 517,000.00
37	ET011		KOMATSU	PC490LC1-11	EXCAVATOR TRACK	A45095	$ 549,700.00
38	ET012		KOMATSU	PC1250LC-8	EXCAVATOR TRACK MATERIAL HANDLER	30353	$ 1,636,311.00
39	ET013		KOMATSU	PC1250LC-8MH	EXCAVATOR TRACK	30356	$ 1,486,011.00
40	ET014		KOMATSU	PC1250LC-8	EXCAVATOR TRACK	KMTPC157AGC030369	$ 895,000.00
41	ET015	2019	KOMATSU	PC1250LC-11	EXCAVATOR TRACK	50018	$ 1,632,000.00
42	ET100	2016	CATERPILLAR	374F	EXCAVATOR TRACK	DNM00443	$ 430,000.00
43	ET101		CATERPILLAR	374F LR	EXCAVATOR TRACK	FCEBF20207	$ 425,000.00
44	ET102		CATERPILLAR	385CLMH	EXCAVATOR TRACK	WAW00242	$ 550,000.00

45	ET200	2021	SENNEBOGEN	850M "e" Series	EXCAVATOR TRACK	850.0.3013	$	985,215.00
46	ET201	2021	SENNEBOGEN	875R-HD	EXCAVATOR TRACK	875.5.1059	$	1,860,602.00
47	EW001		CATERPILLAR	M322F0	EXCAVATOR WHEEL	FBW00394	$	373,083.00
48	EW002		CATERPILLAR	M322F	EXCAVATOR WHEEL	0FBW00508	$	346,000.00
49	EW003		CATERPILLAR	M322F	EXCAVATOR WHEEL	FBW00521	$	375,842.50
50	EW004		KOMATSU	PW220-7	EXCAVATOR WHEEL	K40040	$	15,000.00
51	EW005		KOMATSU	PW220-7	EXCAVATOR WHEEL	K40053	$	5,000.00
55	HT004		KOMATSU	HM400-5	HAUL TRUCK	10990	$	425,000.00
56	HT005		KOMATSU	HM400-5	HAUL TRUCK	11235	$	499,000.00
57	HT006		KOMATSU	HM400-5	HAUL TRUCK	11307	$	525,000.00
58	HT020		CATERPILLAR	740B	ROCK TRUCK	0T4R02796	$	692,345.00
59	LB001		JOHN DEERE	710K	LOADER BACKHOE	261717	$	60,000.00
60	LB002	2016	JOHN DEERE	710L	BACKHOE LOADER	1T0710LXHJF336466	$	179,500.00
61	MC001	2012	APE		MISC ROBOVIV - APE JM ROBOVIB	1030022	$	40,000.00
62	MC002		BARBER-GREENE	BG-750 ASPHALT SPREA	MISC SPREADER	2AL00159	$	50,000.00
63	MC003		BID-WELL PAVER	WB2418	MISC SPREADER	SB36004852014	$	30,000.00
65	MC005		FAMBO	PR1100 08.16 HR2750	MISC HAMMER Fambo Hydraulic Hammer		$	50,000.00
66	MC006		GODWIN	GHPU90	MISC POWER PACK DIESEL POWER PACK	NPS201405009	$	40,000.00
67	MC007		GODWIN	GHPU90	MISC POWER PACK DIESEL POWER PACK	3326241	$	10,000.00
68	MC008	2020	REV	Drill Model 30HD			$	75,000.00
69	MC009	2014	TOP-CON	IMC	MISC TOPCON KIT IMC INSTALLED ON BW206 BOMAG ROLL		$	34,105.00
70	MC010	2016	ICE		MISC HAMMER - ICE HAMMER H126 & POWER PAK 570	251226	$	30,000.00
71	MC011		KUBOTA	RTVX1140	MISC UTV KUBOTA 4 SEAT UV		$	23,000.00
72	MM001		WIRTGEN	250I 8'2" Drum	MILLING MACHINE	0622-1018	$	452,270.00
73	MM002		WIRTGEN	250I 12'2" Drum	MILLING MACHINE	0622-1022	$	602,300.00
74	MM003	2021	WIRTGEN	250I 12'2" Drum	MILLING MACHINE	0622-1023	$	602,300.00
75	MS001	2014	SUPERIOR	DT74P	MOBOLE SWEEPER	821996	$	62,000.00
76	PS001	2012	AST	KDS710	PORTABLE SCREENER	154175	$	129,000.00
77	PS002	2020	METSO	CV100	PORTABLE SCREENER	470031	$	53,334.88
78	RS001		WIRTGEN	WR250 COLD RECYCLING	RECYCLER STABLIZER	08WR.0094	$	496,150.00
79	SS001		CATERPILLAR	262	SKID STEER WHEELED	LCED02118	$	75,000.00
80	SS002		CATERPILLAR	272D	SKID STEER WHEELED	GJ200514	$	119,444.00
81	SS003		GEHL	V420	SKID STEER TRACK		$	75,000.00
82	SS004		JCB		SKID STEER TRACK	2428063	$	58,500.00
83	SS005		JOHN DEERE	33G	SKID STEER TRACK	360979	$	65,000.00
84	WL001	2019	KOMATSU	WA-380-7	WHEEL LOADER -PAYLOADER	A64173	$	150,000.00
85	WL002	2016	KOMATSU	WA-3807-7	WHEEL LOADER		$	110,000.00
86	WL003		KOMATSU	WA 380-8	WHEEL LOADER	A75159	$	248,000.00
87	WL004		KOMATSU	WA 380-8	WHEEL LOADER	A75167	$	248,000.00
88	WL005		KOMATSU	WA470-4R	WHEEL LOADER	A49539	$	349,000.00
89	WL006	2014	KOMATSU	WA500-7	WHEEL LOADER	A94378	$	469,426.00
90	WL007	2011	KOMATSU	WA500-8	WHEEL LOADER	A96115	$	393,780.00
91	WL008		KOMATSU	WA600-8	WHEEL LOADER- W/10CU YD SPADE NOSE BUCKET	80184	$	795,450.00
92			Wacker Neuson	25KVA T4F Kohler	Mobile Generator	WNMG0201LM0002370	$	28,150.00

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

Detailed field investigation including measurements and existing conditions analysis.

(use additional blank sheets if additional space is necessary)

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

Mobilize & Setup. Begin sawcutting for pavement repairs. Begin repairs and casting replacements followed by pavement milling operations. Prep existing pavement for resurfacing and complete paving. Finally, install new signal loops and final linestripping.

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

Chris Haney - General Superintendent

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term
Commercial GL	Clear Blue Insurance	2,000,000 / 4,000,000	9/25/23 - 9/25/24
Automobile	State Farm	1,000,000 / 4,000,000	9/25/23 - 9/25/24
Excess Umbrella	Clear Blue Insurance	3,000,000 / 5,000,000	9/25/23 - 9/25/24
Workers Comp	NYSIF	1,000,000	9/25/23 - 9/25/24
Contractors Pollution	Sirius Point Specialty	5,000,000	2/20/23 - 2/20/24
Professional Liability	Sirius Point Specialty	2,000,000	2/20/23 - 2/20/24

NO TEXT ON THIS PAGE

CHRIS HANEY

[redacted]

EDUCATION:

- INTERNATIONAL UNION of OPERATING ENGINEERS Local 138

WORK EXPERIENCE:

2005-PRESENT

GENERAL SUPERINTENDENT – VILLAGE DOCK CONTRACTING INC., PORT JEFFERSON, NY 11777

- NYSDOT - HECKSCHER STATE PARKWAY BRIDGE REHABILITATION (COMPLETE BRIDGE RE-HAB)
- NYSDOT-1-495 BRIDGE REHABILITATION (STEEL REPAIR & BEARING REPLACEMENT)
- NYSDOT-BRIDGE PARAPET REPAIRS (2 SEPARATE PROJECTS)
- VARIOUS NYSDOT GUIDERAIL & FENCE PROJECTS
- US ARMY CORPS OF ENGINEERS—VARIOUS DREDGING PROJECTS (HYDRAULIC & MECHANICAL DREDGING)
- L.I.R.R.- AMOTT CULVERT PROJECT (JACKING 72" PIPE UNDER LIVE RR TRACKS, VARIOUS DRAINAGE)
- M.T.A.—SECURITY UPGRADES (HEAVY DUTY GATES & SECURITY FENCING)
- SUFFOLK COUNTY D.P.W.-VARIOUS BRIDGE REHABILITATION PROJECTS (STEEL REPAIR/DECK REPAIR)
- SUFFOLK COUNTY D.P.W.—REHABILITATION OF SHINNECOCK CANAL LOCKS
- NYS OFFICE OF GOV'T SERVICES-CONSTRUCTION OF SUNKEN MEADOW BRIDGE
- NYS OFFICE OF GOV'T SERVICES-JONES BEACH PIER & DECK REPAIRS (SANDY)

1996-2005

ASPHALT SUPERINTENDENT – NEWBORN CONSTRUCTION, INC., CENTER MORICHES, NY 11934

- NYSDOT 1-495 (LONG ISLAND EXPRESSWAY) MILL & RE-PAVE PROJECT
  CONTRACT VALUE $25,000,000
- NYSDOT RTE 25 MILL & RE-PAVE PROJECT
  CONTRACT VALUE $7,000,000
- NYSDOT CROSS ISLAND PARKWAY PAVING PROJECT
  CONTRACT VALUE $8,000,000
- TOWN OF ISLIP MACARTHUR AIRPORT RUNWAY REHABILITATION
  CONTRACT VALUE $2,000,000

TRAFFIC CONTROL SUPERVISOR

- NYSDOT I-495 SERVICE ROAD CONSTRUCTION YAPHANK
  CONTRACT VALUE $26,000,000

PROJECT SUPERINTENDENT

- NYSDOT-REHABILITATION OF 7 BRIDGES
  CONTRACT VALUE $8,000,000
- NYSDOT-REHABILITATION OF 3 BRIDGES
  CONTRACT VALUE $4,000,000
- US ARMY CORPS OF ENGINEERS -DREDGING OF SHREWSBURY INLET
  CONTRACT VALUE $12,000,000

GENERAL FOREMAN

- VARIOUS NYSDOT PROJECTS OF ROAD CONSTRUCTION, DRAINAGE, SIGN STRUCTURES, GUIDERAIL AND FENCING

LICENSES/CERTIFICATIONS:

- OSHA 10 HOUR CONSTRUCTION SAFETY
- L.I.R.R. ROAD WORKER PROTECTION
- MTA/N.Y.C.T. TRACK SAFETY TRAINING
- LEAD PAINT AWARENESS
- COMPETENT PERSON – DEMOLITION & EXCAVATION
- COMPETENT PERSON – ROAD CONSTRUCTION & DRAINAGE INSTALLATION
- COMPETENT PERSON – FENCE & GUIDERAIL
- COMPETENT PERSON – PILE DRIVING & BULKHEAD INSTALLATION
- COMPETENT PERSON – DREDGING & MARINE WORK
- QUALIFIED RIGGER

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

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

(Form of affidavit where Bidder is a corporation)

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

_____ Being duly sworn, deposes and says: That he resides at _____ Street, in the City of _____ that he is the _____ of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

(Form of Affidavit where Bidder is a firm)

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

Keith Nanney Being duly sworn, deposes and says: That he is a member of H+L Contracting LLC the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this 31st day of October 2023 , 20

DEBORAH RYDER
Notary Public, State of New York
No. 01RY6258036
Qualified in Suffolk County
Commission Expires March 19, 20 24

Deborah Ryder
Notary

(Form of Affidavit where Bidder is an individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

_____
Notary

NO TEXT ON THIS PAGE

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary-Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director
Chief Financial Officer

BOARD OF DIRECTORS:
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

April 28, 2023

RE: Signatory to LICA/1298 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting is a signatory to the Long Island Contractors' Association's collective bargaining agreement with Laborers Union Local 1298 for 2023 and participates in the apprenticeship training program outlined in Article IX of this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

WE ARE PART OF

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Erik J Anaya

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Skilled Construction Craft Laborer**

IN THE EMPLOY OF: **Road and Heavy Construction Laborers LU #1298**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Skilled Construction Craft Laborer**

GIVEN AT ALBANY, NEW YORK, ON: **Monday, July 18, 2022**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, **Governor**

JAMES J. PRATT, III
Chairman

PAUL FARINO
Secretary-Treasurer

MARC HERBST
Executive Director

SHERYL BURO
Deputy Executive Director
Chief Financial Officer

BOARD OF DIRECTORS:
PHILLIP M. BEYER
JASON GOLDEN
JAMES HANEY, III
WILLIAM HAUGLAND, JR.
JOSEPH K. POSILLICO
SAMANTHA RUTTURA
PETER SCALAMANDRE

January 9, 2023

RE: Signatory to LICA/138 Collective Bargaining Agreement

To Whom It May Concern:

Pleases be advised that H&L Contracting LLC is a signatory to the Long Island Contractors' Association's collective bargaining agreement with the International Union of Operating Engineers Local 138, 138A, 138B & 138C for 2022 and participates in the apprenticeship training program outlined in this agreement.

If you have any questions or require any additional information, please contact me at (631) 231-5422.

Sincerely,

Sheryl Buro

Sheryl Buro
Deputy Executive Director/CFO

THIS IS TO CERTIFY THAT
Corey Zambardi

has served an apprenticeship
in the occupation of:
Optg. Engineer (Heavy Equipment)

and is a qualified Journeyworker.
Given at Albany, NY, on 9/22/2022

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that
Corey Zambardi

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Optg. Engineer (Heavy Equipment)**

IN THE EMPLOY OF: **Int'l Union Operating Engineers LU #138 ETC LI**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Optg. Engineer (Heavy Equipment)**

GIVEN AT ALBANY, NEW YORK, ON: **Thursday, September 22, 2022**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, **Governor**

JOINT APPRENTICESHIP
and
TRAINING COMMITTEE
for the

Electrical Industry
OF NASSAU
& SUFFOLK COUNTIES

370 Motor Parkway
Hauppauge, NY 11788
(631) 434-3939
Fax: (631) 434-3991
www.liljatc.org

January 30, 2023

Eldor Contracting Corp.
30 Corporate Drive
Holtsville, NY 11742
ATTN: N. Feldmann, President

Dear: Mr. Feldmann:

Please be advised that because you are signatory in good standing to the Collective Bargaining Agreement between Local Union No. 25, I.B.E.W. and the National Electrical Contractors Association you are entitled to hire apprentices through the Joint Apprenticeship and Training Committee electrical apprenticeship program.

Our apprenticeship program is registered with the New York State Department of Labor and is approved and recognized as such, we also comply with all provisions of Nassau and Suffolk County Law.

If you currently employ or have employed apprentices in the past and you need to provide proof that the apprentice(s) is, are or were a part of a New York State registered apprenticeship program, we will be happy to provide you with a copy of a current AT-401 (New York State Apprenticeship Agreement) or a New York State Department of Labor Certification of Completion of Apprenticeship Training.

Sincerely,

JOINT APPRENTICESHIP
AND TRAINING COMMITTEE

Christopher E. Kelly
Training Director

CEK/ek

NOTICE OF AWARD

NO TEXT ON THIS PAGE

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.

Keith Haney, Managing Member — 4/21/2023

Name and Title of Authorized Representative — m/d/yy

4/21/2023

Signature — Date

H&L Contracting LLC

Name of Organization

140 Adams Avenue, Ste B14, Hauppauge, NY 11788

Address of Organization

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	N-L Contracting LLC
Address (street/city/state/zip code):	140 Adams Ave, Ste B14 Hauppauge NY 11788
Authorized Representative (name/title):	Keith Haney / Managing member
Authorized Signature:	
Contract Number:	N61587- PR12
Contract/Project Name:	Priority Resurfacing Phase 12
Contract/Project Description:	

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

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	6,023,079.00		
Total MBE Dollar Amount	1,034,490.00	MBE Contract Percentage	17%
Total WBE Dollar Amount	36,122.50	WBE Contract Percentage	
Total SDVOB Dollar Amount	—	SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount	1,070,612.50	Combined M/WBE/SDVOB Contract Percentage	17%

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

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: John Martinez Trucking Address: 112 Florida Street City: Farmingdale State/Zip Code: NY 11753 Authorized Representative: John Martinez Telephone No. (631) 414-7770	Trucking	Amount ($): 305,000 00 Award Date:	Start Date: Completion Date:
Name: TLC Hauling Inc. Address: 595 Rt 25A - Unit 3 City: Miller Place State/Zip Code: NY 11764 Authorized Representative: Mike Skolnik Telephone No. (631) 338-3074	Trucking	Amount ($): 203,000 00 Award Date:	Start Date: Completion Date:
Name: Valente Contracting Corp Address: 77 Jackson Ave City: Mineola, State/Zip Code: NY 11501 Authorized Representative: Telephone No. (516) 746-7933	Trucking	Amount ($): 526,490 00 Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Island Pavement Cutting Co. Address: 31 Cleveland Avenue City: Bay Shore State/Zip Code: NY 11706 Authorized Representative: Marissa Oneill Telephone No. (631) 567-2711	Saw cutting of Pavement joints	Amount ($): 36,122.50 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date: